**DATA SECURITY AND PRIVACY PLAN FOR EDPUZZLE**
**AND SUPPLEMENTAL INFORMATION**

New York State Education Law § 2-D and Part 121 of the Regulations of the Commissioner of Education mandate that each educational agency entering into a contract or written agreement with a third-party contractor - where the third-party contractor will receive student, teacher, or principal data - must ensure that the contract includes a data security and privacy plan. This plan must outline how all state, federal, and local data security and privacy requirements will be implemented throughout the contract's duration, aligning with the educational agency's policy on data security and privacy.

This Data Security and Privacy Plan and Supplemental Information (hereinafter, "DSPP") has been prepared by **EDpuzzle, Inc**., a Delaware corporation, to meet these requirements and is intended for inclusion in all applicable contracts or agreements (hereinafter, the "Agreement").

For all aspects not envisaged in the Agreement or this DSPP, Edpuzzle's Terms of Service (http://edpuzzle.com/terms) and Privacy Policy http://edpuzzle.com/privacy) shall apply (jointly the "Service Agreement"), provided such Service Agreement does not contravene the Agreement or this DSPP by any means, in which case the provisions foreseen in the Agreement and this DSPP shall prevail.

## 1. COMPLIANCE WITH THE LAW

Edpuzzle hereby commits to fully comply with all applicable federal and state laws and regulations on data protection that apply to the processing of PII that is the subject matter of the Agreement. Such laws and regulations may include, without limitation:

a. New York State Education Law §2-D.
b. Family Educational Rights and Privacy Act of 1974 ("FERPA").
c. Children's Online Privacy Protection Act ("COPPA").
d. Children's Internet Protection Act ("CIPA").
e. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable.

## 2. DATA PROTECTION

**2.1.** Student and Teacher Data will be used by Edpuzzle for providing and improving the Service and for the following limited purposes:

a. to create the necessary accounts to use the Service;
b. to provide teachers with analytics on student progress;
c. to help teachers connect with other teachers from the same school or district;
d. to send email updates to teachers, if applicable;
e. to send in-app and push notifications to users, if applicable;
f. to assess the quality of the Service and, if permitted by applicable privacy regulations, improve it;
g. to secure and safeguard personal information and our community;
h. to ensure the Service is used in accordance with the Terms of Service or as required by law, to enhance its security and performance, and monitor and prevent fraudulent activity
i. to access premium features, if applicable; and
j. to comply with applicable laws and regulations.

Edpuzzle shall not use PII for any purposes other than those authorized pursuant to the Agreement and may not use PII for any targeted advertising or other commercial uses. Nevertheless, teachers utilizing the Edpuzzle service may provide express consent to receive marketing or commercial communications from Edpuzzle.

**2.2.** Edpuzzle shall keep strictly confidential all PII that it processes on behalf of District. Edpuzzle shall ensure that any person that it authorizes to process the PII (including Edpuzzle's staff, agents or subcontractors) (each an "authorized person") shall be subject to a strict duty of confidentiality. Edpuzzle shall ensure that only authorized persons will have access to, and process, PII, and that such access and processing shall be limited to the extent strictly necessary to provide the contracted services.

**2.3.** During their tenure, all employees are required to complete a refresh of privacy and security training at least annually. They are also required to acknowledge that they have read and will follow Edpuzzle's information security policies at least annually. Some employees, such as engineers, operators and support personnel who may have elevated access to systems or data, will receive additional job-specific training on privacy and security. Edpuzzle may also test employees to ensure they have fully understood security policies. Employees are required to report security and privacy issues to appropriate internal teams in accordance with Edpuzzle's Incident Response Plan ("IRP"). Employees are informed that failure to comply with acknowledged policies may result in consequences, up to and including termination of employment agreements.

**2.4.** Edpuzzle shall not retain any personal data upon completion of the contracted services unless a student, parent or legal guardian of a student may choose, if and to the extent compatible with the functionality of the service, to independently establish or maintain an electronic account with Edpuzzle after the expiration of the Agreement for the purpose of storing student-generated content.

**2.5.** Parents, legal guardians, or eligible students may review PII in the student's records and correct erroneous information by contacting their educational institution. Additionally, users may access, correct, update, or delete personal information in their profile by signing into Edpuzzle, accessing their Edpuzzle account, and making the appropriate changes.

## 3. DATA SECURITY

**3.1.** Edpuzzle shall implement and maintain reasonable and appropriate technical and organizational security measures to protect the PII with respect to data storage, privacy, from unauthorized access, alteration, disclosure, loss or destruction. Such measures include, but are not limited to:

- Pseudonymization and encryption of PII: TLS v1.2 and v1.3 for all data in transit between clients and server and AES256-CBC (256-bit Advanced Encryption Standard in Cipher Block Chaining mode) for encrypting data at rest.
- Password protection.
- Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- Restore the availability and access to personal data in a timely manner in the event of a technical incident.
- Regularly test, assess and evaluate the effectiveness of technical and organizational measures ensuring the security of the processing.

**3.2.** In the event that PII is no longer needed for the specific purpose for which it was provided, it shall be destroyed as per best practices for data destruction using commercially reasonable care, security procedures and practices.

**3.3.** Upon the discovery by Edpuzzle of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, Edpuzzle shall promptly notify District of such incident in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after the discovery of such breach. Edpuzzle will provide District with reasonably requested information about such security breach and status of any remediation and restoration activities; and

**3.4.** Complaints on how breaches of Student Data are addressed shall be made to Edpuzzle's Data Protection Officer at Av. Pau Casals 16, Pral. 1-A, 08021 Barcelona, Spain or at privacy@edpuzzle.com, as foreseen in Edpuzzle's Privacy Policy.

## 4. COOPERATION AND INDIVIDUALS' RIGHTS

**4.1.** To the extent permitted by applicable laws, Edpuzzle shall provide reasonable and timely assistance to District to enable District to respond to:

a. any request from an individual to exercise any of its rights under applicable data protection laws and regulations; and
b. any other correspondence, enquiry or complaint received from an individual, regulator, court or other third party in connection with the processing of Student Data.

**4.2.** In the event that any such communications are made directly to Edpuzzle, Edpuzzle shall instruct such individual to contact the District directly.

**4.3.** Parents and legal guardians shall have the right to inspect and review the complete contents of his or her child's processed personal data. Parents and legal guardians that request copies of their children's personal information shall contact District's personnel to that end. At any time, District can refuse to permit Edpuzzle to further collect personal information from its students, and can request deletion of the collected personal information by contacting Edpuzzle at privacy@edpuzzle.com.

## 5. THIRD-PARTY SERVICE PROVIDERS

**5.1.** To the extent permitted by law, and as reasonably necessary to provide the Edpuzzle Service to the District, Edpuzzle may provide access to, export, transfer, or otherwise disclose student and/or teacher data to Edpuzzle's assignees, agents and subcontractors; provided that prior to any such disclosure, the assignee, agent or subcontractor receiving data has agreed in writing to comply with data protection obligations consistent with those applicable to Edpuzzle under applicable laws and regulations.

**5.2.** Edpuzzle shall assess the privacy and security policies and practices of third-party service providers to ensure such third-party service providers comply with best industry standards, including, but not limited to, ISO and NIST regulations.

**5.3.** Edpuzzle only sends PII to third-party service providers that are required to support the service and fully attend Edpuzzle's user needs.

**5.4.** Edpuzzle's list of third-party service providers is incorporated by reference and is accessible via Edpuzzle's Privacy Policy at https://edpuzzle.com/privacy, which references and links to the current list of third-party service providers maintained at Edpuzzle's Trust Center located at trust.edpuzzle.com.

**5.5.** In all cases, Edpuzzle shall impose data protection terms on any third-party service provider it appoints, which, at a minimum, meets the requirements set forth in the Agreement.

## 6. DATA STORAGE

**6.1.** The data is stored in externalized databases that are currently being provided by MongoDB Atlas, and simultaneously hosted on Amazon Web Services in Northern Virginia (United States).

**6.2.** User-generated content (which may or may not contain personal information) may be temporarily stored in other countries in order for Edpuzzle to provide a better service. Concretely, uploaded videos, audios or images may have a copy temporarily stored in other regions to reduce the time of load. This would happen if, for example, a user accessed Edpuzzle

from Europe and displayed a lesson created by an American teacher. In such a case, a temporary copy of such media would be hosted on the European server Amazon Web Services has in that region.

## 7. AGREEMENT EXPIRATION AND DISPOSITION OF DATA

**7.1.** The Service Agreement shall expire either (a) at District's request upon proactive deletion of user accounts; or (b) in the absence of any specific request or action, upon eighteen (18) months of end-user account inactivity. Deletion of student accounts must be requested by the District's authorized representative by sending a written request at support@edpuzzle.com or privacy@edpuzzle.com.

**7.2.** The District will have the ability to download names, responses, results and grades obtained by students in their assignments ("Student Gradebooks") at any point prior to deletion. Except as otherwise provided in applicable laws, return or transfer of data, other than Student Gradebooks, to the District, shall not apply if proven to be incompatible with the Service, technically impossible or to involve a disproportionate effort for Edpuzzle. In such events, and upon written request by the District, Edpuzzle shall proceed to deletion of PII in a manner consistent with the terms of this DSPP, unless prohibited from deletion or required to be retained under state or federal law.

**7.3.** Without prejudice to the foregoing, Edpuzzle may keep copies and/or backups of data as part of its disaster recovery storage system for an additional term of up to three (3) months after termination of services, provided such data is (a) inaccessible to the public; and (b) unable to be used in the normal course of business by Edpuzzle.