Master License and Service Agreement

This Master License and Service Agreement ("Agreement" or "MLSA") is made and entered into by and between ClassLink, Inc. **("Vendor")**, having its principal offices at 45 E Madison Ave, STE 7, Clifton, NJ 07011, and the **Board of Cooperative Educational Services for the First Supervisory District, Erie County ("Customer"),** having its principal offices at 355 Harlem Road, West Seneca, NY 14224. Vendor and Customer are sometimes referred to herein, individually, as a "Party," and collectively, as the "Parties."

Boards of Cooperative Educational Services ("BOCES"), including Customer, are municipal corporations organized and existing under Section 1950 of the New York Education Law, and are authorized to provide cooperative educational services to school districts in New York State pursuant to cooperative educational service agreements ("CoSers") approved by the New York State Education Department.

Regional Information Centers ("RICs"), organized and administratively aligned under a BOCES, provide shared technology and other educational support services on a regional basis to its BOCES' component school districts, and to other BOCES and school districts located within the RIC's respective region.

Cooperative educational services provided by a BOCES (by the BOCES itself, or if applicable, its respective RIC) include shared computer services, software, and technical training and support that are provided to school districts that enter into applicable CoSers.

Customer is authorized to issue requests for proposals, award and enter into contracts for the purchase of administrative software applications that can be made available to school districts as part of applicable approved CoSers, on behalf of itself and other BOCES across New York State that participate in a statewide Regional Information Center Contract Consortium ("NYSRIC"). Through Customer's procurement process, ClassLink, Inc. has been identified and accepted by Customer as a provider of ClassLink SAAS, as more fully described herein (the "Product(s)").

As Customer and several other BOCES throughout New York State have expressed an interest in offering the Product(s) to school districts as part of the applicable approved CoSers, Customer wishes to make the Product(s) available through the NYSRIC. Accordingly, the Parties have entered into this Agreement to set forth the terms upon which the Product(s) will be made available by Customer to itself and to other BOCES and school districts through the NYSRIC.

1. TERM and TERMINATION

1.1 Term of Agreement. The Effective Date of this Agreement shall be July 1, 2020. The initial term of this Agreement shall commence on the Effective Date and continue until 11:59 pm June 30, 2023 ("the Initial Term"), unless earlier terminated as otherwise set forth herein. The Initial Term may be extended for successive renewal terms of three (3) years (each a "Renewal

Term") only by mutual execution by the Parties of either a written Amendment to this Agreement, or, a new Agreement.

1.2   Termination of Agreement. Either Party may terminate this Agreement for any reason prior to the expiration of its Initial Term (or the expiration of any Renewal Term) upon ninety (90) days' written notice to the other.

1.3   Termination by Customer. Customer shall have the right to terminate this Agreement at any time prior to the expiration of its Initial Term (or the expiration of any Renewal Term) in the event of Vendor's failure to cure any default or breach of this Agreement within (30) days written notice from Customer.

2.   SCOPE OF SERVICES

Acting as an independent contractor, Vendor will provide the Product(s) as more fully described and at the prices stated in **Exhibit A**, attached to this Agreement and incorporated by reference. Any services related to the Product(s) to be provided by Vendor, including but not limited to consulting, educational, hosting, system administration, training or maintenance and support services ("Services"), shall be as more fully described within this Agreement and at the prices stated in **Exhibit A**, attached to this Agreement and incorporated by reference.

3.   GRANT OF LICENSE

3.1   The Product(s) are provided under license. Vendor grants to Customer, as a participating BOCES in the NYSRIC on behalf of the Western New York Regional Information Center ("WNYRIC"), and to each other BOCES that is a participant in the NYSRIC (on behalf of its RIC), a non-assignable, non-transferable and non-exclusive license to utilize the Product(s) pursuant to the terms and conditions set forth herein. Vendor further grants to each individual school district that contracts for the Product(s) with a BOCES through the NYSRIC by purchasing CoSer 7710 Computer Service: Management and provides professional development under the same CoSer, a non-assignable, non-transferable and non-exclusive license to utilize the Product(s) pursuant to the terms and conditions set forth herein. For purposes of the licenses granted by Vendor pursuant to this Agreement, Customer, each other BOCES, and each individual school district as described herein may also be referred to individually as a "Licensee" and collectively as "Licensees." Licensees shall not assign, sublicense or otherwise encumber or transfer the Product(s) without the prior written consent of the Vendor. Nothing herein shall act to transfer any interest in the Product(s) to any Licensee, and title to and ownership of the Product(s) shall at all times remain with the Vendor.

3.2   Vendor may terminate the license granted to a Licensee under this Agreement if the Licensee fails to comply with any terms and conditions of this Agreement that are specifically applicable to that entity as a Licensee. Within five (5) days of receipt of such termination, the Licensee shall return all materials related to the Product(s) and, to the extent applicable, arrange with Vendor to remove the Product(s) from the computers located at the Licensee's sites or under the direct control of Licensee.

3.3   Vendor warrants that it has full power and authority to grant the rights herein described.   Vendor's obligation and liability under this Section 3 shall be to obtain any

authorization necessary to make effective the grant of license to Licensees to use the Product(s), in such a manner or method as determined by Vendor, at Vendor's own cost and expense.

4.   USE of PRODUCTS, PROTECTION OF APPLICATION and CONFIDENTIAL INFORMATION

4.1   Product(s) shall be utilized only at such licensed sites as shall be designated by Licensees (or utilized in a cloud environment as designated by Licensees) and shall be used solely for the benefit of Licensees. Licensees shall not permit or provide for transfer or reproduction of the Product(s), or any portion thereof, to be placed on a computer not at the Licensee's designated sites or under the direct control of the Licensee, by physical or electronic means, unless specifically authorized by Vendor and/or as otherwise provided in this Agreement.

4.2   The Product(s) are protected by copyright law. Vendor hereby confirms that Vendor is the owner of the copyright in the Product(s) described in **Exhibit A**, as well as an authorized source or reseller for the Product(s) in the state of New York. Licensees shall not make or allow others to make copies or reproduction of the Product(s), or any portion thereof in any form without the prior written consent of Vendor and/or as otherwise provided in this Agreement. The unauthorized copying, distribution or disclosure of the Product(s) is prohibited and shall be considered a material breach of this Agreement.

4.3   Except as expressly stated herein, no Licensee may alter, modify, or adapt the Product(s), including but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language state of the Product(s) or any part thereof, without the prior written consent of Vendor.

4.4   Licensees shall be the sole owner and custodian of any information or data transmitted to, received, or manipulated by the Product(s), except as otherwise specifically set forth in this Agreement.

4.5   **Confidential Information.** Each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" for purposes of this subparagraph means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Vendor shall include the Software and the terms of this Agreement (except those portions of the Agreement that Customer may be required to disclose by law or legal process) and (b) the Confidential Information of Customer shall include personally identifiable information regarding its and other Licensees' end users provided in connection with the Product(s). Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or

obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Disclosures of Confidential Information that are required to be disclosed by law or legal process shall not be considered a breach of this Agreement as long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure to the extent allowed by law.

4.6 **Vendor Obligations Under NYS Education Law 2-d.** For Student Data, or Teacher and Principal Data, as such terms are defined in New York Education Law Section 2-d, Vendor shall comply with all terms, conditions and obligations as set forth in the Data Sharing and Confidentiality Agreement incorporated into this Agreement by reference as **Exhibit D**. In the event that Vendor receives, stores or maintains Student Data, or Teacher and Principal Data provided to it by a Licensee, whether as a cloud provider or otherwise, the Vendor assumes all risks and obligations in the event of a breach of security of such data. Vendor shall not subcontract or assign its obligation to store or maintain Student Data, or Teacher and Principal Data provided to it pursuant to this Agreement to a third-party cloud provider unless granted specific prior written permission from Customer.

5. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

5.1 **Mutual.** Each Party represents and warrants that it has the power and authority to enter into this Agreement and that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party, except as otherwise provided herein.

5.2 **Intellectual Property.** Vendor warrants that use of the Product(s) does not infringe any United States patent, copyright, or trade secret. Vendor will indemnify Customer and any other applicable Licensee and hold it or them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with any allegation that the use of the Product(s) provided hereunder infringed upon any United States patent or pending application for letters patent or constituted an infringement of any trademark or copyright. Customer or the other Licensee, as applicable, will notify Vendor in writing of such suit, claim, action, proceeding or allegation(s). Vendor shall have sole control of the defense. Customer or the other Licensee, as applicable, shall provide reasonable information and assistance to the Vendor at the Vendor's expense.

5.2.1 Vendor shall have the right to make such defense by counsel of its choosing and Customer or the other Licensee, as applicable, shall cooperate with said counsel and Vendor therein.

5.2.2 If the Product(s) are held to infringe, or in Vendor's opinion is likely to be held to infringe, any United States Patent or pending applications for Letters Patent, or any Trademark or Copyright, Vendor shall, in addition to its obligations as set forth in paragraphs 5.2 and 5.2.1 above, at its expense, (a) secure the right for Customer or the other Licensee, as applicable, to continue use of the Product(s) or (b) replace or modify the Product(s) to make it non-infringing. If commercially reasonable efforts to perform the foregoing are unsuccessful,

Customer or the other Licensee, as applicable, shall be entitled to a pro-rata refund of fees paid by Customer or the Licensee to Vendor pursuant to this Agreement, calculated as of the date Customer or the Licensee, as applicable, was prohibited from using the Product(s).

5.2.3   Vendor shall have no obligation with respect to any such claim of infringement based upon modifications of machines or programming made by Customer or any other Licensee without Vendor's approval, or upon their combination, operation, or use with apparatus, data, or programs not furnished by Vendor by Customer or any other Licensee, without Vendor's approval.

5.3   Warranties.   Vendor represents and warrants that (a) the Product(s) will perform substantially in accordance with the specifications set forth in the then-current Documentation, if any, for such Product(s), and that (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Product(s) or Services, reported to Vendor by Customer or any other Licensee, Vendor shall make commercially reasonable efforts to correct such non-conformance. In the event that Vendor is unable to correct such non-conformance, Vendor will provide Customer or the other Licensee, as applicable, with replacement or repair of defective Product(s), re-performance of Services, or a pro-rata refund of fees paid pursuant to this Agreement, calculated as of the date of commencement of any period of non-conformance.

5.4   Remedies available to Customer or any other Licensee for damage or loss to the Product(s) shall be the repair or replacement of the Product(s) or a pro-rata refund of fees paid pursuant to this Agreement, calculated as of the date of commencement of the damage or loss. Vendor shall have no liability or responsibility for damage or loss to the Product(s) caused by any alteration or modification by a Licensee not authorized by Vendor, or for damage or loss arising out of the malfunction of Licensee's equipment or other software not supplied by Vendor.

5.5   Disclaimers.   EXCEPT AS EXPRESSLY PROVIDED HEREIN, VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE PRODUCT(S) AND SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE PRODUCT(S) WILL PERFORM OR OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FUNCTIONS CONTAINED IN THE PRODUCT(S) WILL MEET ANY LICENSEE'S PARTICULAR REQUIREMENTS OR PURPOSE.

5.6   Customer Representations and Warranties.   Customer hereby represent and warrants to Vendor:

5.6.1   That all BOCES that are participants in the NYSRIC, including Customer, have agreed to be bound by the terms of this Agreement and perform their specific obligations as participating BOCES herein.

5.6.2   That all BOCES that are participants in the NYSRIC, including Customer, will take reasonable measures to ensure that all of the sites used by BOCES and school district Licensees within their jurisdiction will meet the systems and network minimum requirements set forth on **Exhibit C**, attached to this Agreement and made a part hereof.

5.6.3 That all BOCES that are participants in the NYSRIC, including Customer, will take steps to ensure that BOCES and school district Licensees within their jurisdiction use their best efforts to make staff available for training in how to utilize the Product(s) as requested by Vendor.

5.6.4 That all BOCES that are participants in the NYSRIC, including Customer, will provide Vendor with the name of a contact person (hereinafter referred to as the "BOCES Contact") who will have the authority to act on behalf of the BOCES and school district Licensees within their jurisdiction with regards to any questions or issues that may arise during the installation or implementation of the Product(s). Unless directed by that BOCES Contact, the Vendor will have no other contact within the BOCES regardless of previous working relationships. The Vendor will provide written communication to the BOCES Contact if it plans to demo/visit a BOCES or school district Licensee within that BOCES' jurisdiction. This communication will occur a minimum of two (2) days prior to the demo/visit.

6.   INDEMNIFICATION

Customer shall indemnify and hold harmless Vendor and its officers, directors, employees and agents and hold them harmless from any and all third party claims, liabilities, costs, and expenses, including attorney fees and expenses, arising from or relating to any breach by Customer of this Agreement. Vendor shall indemnify and hold harmless Customer and its officers, directors, employees and agents and hold them harmless from any and all third party claims, liabilities, costs, and expenses, including attorney fees and expenses, arising from or relating to any breach by Vendor of this Agreement.

7.   FEES AND PAYMENT

7.1   **License Fees.**   In consideration of the licenses granted to all Licensees as described herein, and the Services to be performed by Vendor, Customer agrees that each participating BOCES (including Customer) shall pay Vendor the applicable fees set forth in **Exhibit A** on behalf of each Licensee within its jurisdiction that participates in the applicable CoSers during any fiscal year within the Initial Term of this Agreement or any Renewal Term.

7.2   **Pricing**. The fees set forth in **Exhibit A** shall be applicable during the period July 1, 2020 through June 30, 2021 (the first fiscal year within the Initial Term of this Agreement).

Vendor will provide to Customer proposed new pricing for each succeeding fiscal year within the Initial Term of this Agreement (or each succeeding fiscal year within any Renewal Term) by November 1 of each fiscal year, by notification to Michelle Okal-Frink, Erie 1 BOCES by e-mail at contracts@e1b.org   or by certified letter addressed to 355 Harlem Road, West Seneca, NY 14224.   Michelle Okal-Frink will work with the Vendor to evaluate and accept pricing to be applicable during each succeeding fiscal year; however, in no event shall pricing increase by more than 2% annually.   The Parties shall revise **Exhibit A** as needed to reflect any new prices as mutually agreed.   If no notification is received by November 1 of any fiscal year, the fees established for the then current fiscal year will remain in effect for the subsequent fiscal year.

7.3   **Quotes**. Quotes applicable to any BOCES or school district Licensees based on the fees set forth in **Exhibit A** shall be provided to each BOCES Contact (including Customer's)

or his/her designee. The Vendor will not provide quotes directly to any school district Licensees. Each quote will reference the NYSRIC contract number. Each participating BOCES (including Customer) will issue a purchase order to Vendor on behalf of each Licensee within its jurisdiction that wishes to participate in the applicable CoSers.

7.4   Invoices.   When invoicing Customer, Vendor shall send invoices addressed to 355 Harlem Road, West Seneca, NY 14224 (Attention: Business Office); any other invoices shall be sent by Vendor to the other participating BOCES initiating the request. Vendor shall contact the BOCES contact at each other participating BOCES to receive the proper invoicing address. Payment shall be made by each participating BOCES (including Customer) within forty-five (45) days of either completion of the activation of the Product(s) at the site of a Licensee, or the implementation meeting for service.

7.5   Withdrawal.   Vendor acknowledges that due to the nature of BOCES services, individual Licensees may from time to time, during the Initial Term of this Agreement or any Renewal Term, withdraw from or choose not to renew their participation in the applicable BOCES service for a subsequent fiscal year. Each participating BOCES (including Customer) shall provide written notification to Vendor of any such withdrawal or non-renewal by any Licensee within its jurisdiction no later than thirty (30) days prior to its effective date (typically July 1st), without penalty. Upon receipt of notification, Vendor shall securely delete or otherwise destroy any and all Protected Data received from that Licensee remaining in the possession of Vendor or any of its subcontractors or other authorized persons or entities to whom it has disclosed the Protected Data; if requested by the Licensee, Vendor will assist in exporting all Protected Data previously received back to the Licensee prior to deletion. Vendor will provide Customer and the Licensee with written certification from an appropriate officer that these requirements have been satisfied in full. For purposes of this subsection 7.5, "Protected Data" shall have the same meaning as set forth in the Data Sharing and Confidentiality Agreement incorporated into this Agreement by reference as **Exhibit D**. Notwithstanding the non-renewal or withdrawal of any Licensee, the terms of this Agreement shall continue in full force and effect with respect to Customer and any other remaining BOCES or school district Licensees.

8.   IMPLEMENTATION ASSISTANCE SERVICES AND TRAINING SUPPORT

8.1   Training.   The Vendor will provide initial training, at no cost, to Customer's staff and the staff of each participating BOCES so that they are able to turn key and train school district Licensees using RIC/BOCES accounts or Product(s) provided to the RIC/BOCES at no cost, at four (4) sites during each year of this Agreement. These accounts will be fully active within the system and not simply a training site. This training should be in person and be robust whereas the BOCES staff developers are able to provide the support and professional development to the school district Licensee in order to promote a successful implementation. The Vendor will provide on-site training and installation to the BOCES staff as outlined in **Exhibit B**, attached and incorporated herein by reference.

8.2   Use of Training Materials.   Customer, all other participating BOCES, and all school district Licensees may use the entire Vendor provided training materials, on an ongoing basis, at no cost. Customer, all other participating BOCES, and all Licensee school districts may modify the Documentation for use solely within the Licensee school districts that have purchased the Product(s) pursuant to this Agreement.

8.3 **Training Logins & Sites.** The Vendor will provide Customer and all other participating BOCES the Product(s) or application logins and demo sites, at no cost, for utilizing the Product(s) while training Licensee school districts. The Vendor will provide administrative logins to Customer and all other participating BOCES for each Licensee school district in order for Customer and all other participating BOCES, as owners of the equipment, to manage and maintain accounts as required by the State Department of Education. The Vendor will provide updates and training each year for four additional sites throughout New York State for new and current trainers to be coordinated through Michelle Okal-Frink or her designee. Michelle Okal-Frink or her designee must approve any marketing that would include the name and or logo of Customer or any other participating BOCES.

9.   TECHNICAL SUPPORT SERVICES

9.1 Technical support and updates provided by Vendor shall include assistance and consultation by phone to assist Customer, any other participating BOCES, or any school district Licensee in resolving problems with the use of the Product(s), at no charge.

9.2 Vendor shall provide support for the Product(s) for at least one (1) year following any notification by Vendor to Customer, any other participating BOCES, or any school district Licensee that the Product(s) has been discontinued.

9.3 All requests for assistance to Vendor by Customer, any other participating BOCES, and/or any school district Licensee to resolve problems which cause the software to become "inoperative" will be acknowledged by Vendor by phone within twenty-four (24) hours during Vendor's normal support hours. For less severe problems, Vendor must acknowledge the request for assistance by phone within forty-eight (48) hours.

9.4 Vendor also agrees to provide the following technical support services to Customer, any other participating BOCES, and any school district Licensee:

9.4.1 Toll Free Number support [*888-963-7550*] from [7] A.M. to [8] P.M. EST (Eastern Standard Time).

9.4.2 Bug Correction – Vendor shall use its best efforts to correct any software bugs in the Product(s). Customer, any other participating BOCES, and any school district Licensee shall allow Vendor in each instance the opportunity to make repeated efforts within a reasonable time to correct any such bugs.

9.4.3 Training, free of charge, for technical staff of Customer and/or any other participating BOCES to install or upgrade any equipment. This training can be provided via webinar.

10.   APPLICABLE LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to that State's choice-of-law provisions. In the event a dispute arises between the Parties in connection with this Agreement, the Parties shall use good

faith efforts to resolve such dispute by negotiation. In the event the Parties are unable to resolve such dispute by negotiation, the matter shall be venued in any court of competent jurisdiction located in the County of Erie, State of New York and the Parties hereby agree to submit to personal jurisdiction in any such court.

11. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, neither Party shall have any liability to the other Party for any default or delay in performance of its obligations hereunder to the extent attributable to unforeseen events beyond the reasonable control of the Party. Such events shall include but not be limited to, natural disasters or "acts of God;" war; acts of public enemies; terrorism; flood; government action, orders or regulations; fire; civil disturbance or unrest; work stoppage or strike; unusually severe weather conditions; disease, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restriction (each, a "Force Majeure" event). Vendor's performance of some or all of its obligations hereunder may also cease at any time upon mutual written agreement between the Parties. Any warranty period affected by a Force Majeure event shall be extended for a period equal to the duration of such Force Majeure event.

12. CONSENT TO BREACH NOT WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent to breach shall be in writing and signed by the Party granting the waiver or consent. If either Party grants a waiver or consent to a breach of a term or provision of this Agreement, such waiver or consent shall not constitute or be construed as a waiver of or consent to any other or further breach of that term or provision or any other different or subsequent breach of any other term or provision.

13. SEVERABILITY

If any term, clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed severed from the Agreement.

14. RISK OF LOSS OR DAMAGE

Vendor and its insurers agree at a minimum to assume all risks of loss and damage to the Product(s) during transportation except for loss or damage caused by the gross negligence of Customer, any other participating BOCES, and/or any school district Licensee.

Vendor assumes all risks for injuries to or death of its employees and for damage to its tangible property, excluding damage to data, while on the premises of, or traveling to or from, facilities of Customer, any other participating BOCES, and/or any school district Licensee. Vendor shall provide assistance to recover or resolve any damaged data to the reasonable satisfaction of Customer, any other participating BOCES, and/or any school district Licensee.

15. AMENDMENT

This Agreement may be amended by Customer and Vendor provided that any such changes or modifications shall be in writing signed by the parties hereto.

16. HEADINGS

The headings of the paragraphs and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

17. NOTICES

Except as otherwise provided in this Agreement, all notices required hereunder shall be in writing and sent by certified mail, return receipt requested to the Party at the address written above, or such other address as noticed to the other Party.

18. CONFLICT OF INTEREST

Vendor represents and warrants that Vendor presently has no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Vendor's obligations under this Agreement. Vendor further represents and warrants that it has not employed nor retained any person or company, other than a bona fide employee working solely for Vendor or the Vendor's bona fide agent, to solicit or secure any agreement with any other participating BOCES or any school district Licensee. Further, Vendor represents that Vendor has not paid, given, or agreed to pay or give any company or person, other than a bona fide employee working solely for Vendor or the Vendor's bona fide agent, any fee, commission, percentage, brokerage fee, gift, contribution, or any other consideration contingent upon or resulting from the award or making of any agreement with any other participating BOCES or any school district Licensee. Upon discovery of a breach or violation of the provisions of this paragraph, Customer shall have the right to terminate this Agreement in accordance with subsection 1.3, however, it may do so immediately and without providing Vendor the opportunity to cure such breach or violation.

19. EMPLOYMENT PRACTICES

Vendor warrants that there shall be no discrimination against any employee who is employed in the work covered by the Agreement, or against any applicant for such employment, because of race, religion, color, sex, age or national origin. This shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay or other tools of compensation, and selection for training, including apprenticeship. Vendor shall insert similar provisions in any authorized subcontracts for the performance of Services covered by this Agreement.

20. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of monies appropriated and available to Customer or any other BOCES or school district Licensee for the purpose of this Agreement, and no liability on account thereof shall be incurred by Customer or any other BOCES or school district Licensee beyond the amount of such monies. The Agreement is not a general

obligation of Customer or any other BOCES or school district Licensee. Neither the full faith and credit nor the taxing power of any school district Licensee is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or to make monies available from the purpose of this Agreement.

21. NON-ASSIGNMENT

This Agreement shall be binding on the Parties and on their successors and assigns. Vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or its right, title or interest therein, or its power to execute this Agreement or any amendment thereto, or its power to perform the obligations required by this Agreement to any other person or corporation without the previous consent, in writing, of Customer; and any attempts to assign the Agreement without Customer's prior written consent are null and void.

22. ENTIRE UNDERSTANDING

This Agreement and all Exhibits attached hereto constitute the entire understanding between Customer and Vendor.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

ClassLink, Inc.

By: _____

Printed Name: Jeffrey S. Janover_____

Title: _VP of Interoperability Services_____

Date: _May 7, 2020_____

ERIE 1 BOCES

By: _____

Printed Name: James Fregelette

Title: Executive Director, Administrative Services & Finance

Date: 6/1/20_____

EXHIBIT A

Exhibit A – Product Description and Pricing

ClassLink delivers identity and access management solutions for school settings. ClassLink LaunchPad provides each student, educator, staff member, and parent with a user account to a personalized single sign-on (SSO) environment capable of all federated methods of authentication, password vaulting and a library of more than 6,000 SSO connectors. LaunchPad includes self-service password reset functionality and multi-factor authentication. ClassLink Analytics helps curriculum and instruction leaders utilize data to improve learning outcomes.

ClassLink Analytics provides usage reports by building, grade level, classroom and individual users of learning and productivity tool usage. With this information, curriculum and instruction leaders can make better-informed decisions on training and procurement.

ClassLink Roster Server easily and securely delivers class rosters to any publisher using the OneRoster• data standard. Not only do we address a mission-critical need to streamline account provisioning and rostering, we focus on improving the speed, security, and accuracy of these tasks along the way.

ClassLink OneSync is an Identity Management (IDM) system that automates the provisioning of Active Directory, Google, and Office 365 users and groups. OneSync is an identity governance solution that can provide workflows to automate the process of account creation and account reconciliation to provide or remove access to users.

Enterprise Management BOCES Admin Contract Exhibit A and July 1, 2020 - June 30, 2021

ClassLink Master Price List

Item	Occurrence	SKU #	USD Educational Pricing	BOCES Discount to Schools	USD BOCES Contract Cost
Standard					
ClassLink OneClick Annual Site License - site license (up to 500 users) small site	Annual	CL-SITE-A	$1,995.00	10%	$1,795.50
ClassLink OneClick Annual License - per user (500-5,000 users)	Annual	CLU1	$3.75	10%	$3.38
ClassLink OneClick Annual License - per user (5,001-10,000 users)	Annual	CLU2	$3.50	10%	$3.15
ClassLink OneClick Annual License - per user (10,001-15,000 users)	Annual	CLU3	$3.25	10%	$2.93
ClassLink OneClick Annual License - per user (15,001-25,000 users)	Annual	CLU4	$3.00	10%	$2.70
ClassLink OneClick Annual License - per user (25,001+ users)	Annual	CLU5	$2.75	10%	$2.48
ClassLink Service - OneClick, Roster and OneSynce Setup and Admistrative Overview (1-500 users)	One Time	CL-SETUP-A	$1,495.00	-	$1,495.00
ClassLink Service - OneClick, Roster & OneSync Setup and Administrative Overview (500-5,000 users)	One Time	CL-SETUP-B	$2,495.00	-	$2,495.00
ClassLink Service - OneClick, Roster & OneSync Setup and Administrative Overview (5,001 - 10,000 users)	One Time	CL-SETUP-C	$2,995.00	-	$2,995.00
ClassLink Service - OneClick, Roster & OneSync Setup and Administrative Overview (10,001-15,000 users)	One Time	CL-SETUP-D	$3,995.00	-	$3,995.00
ClassLink Service - OneClick, Roster & OneSync Setup and Administrative Overview (15,001-25,000 users)	One Time	CL-SETUP-E	$4,995.00		$4,995.00
ClassLink Service - OneClick, Roster & OneSync Setup and Administrative Overview (25,001 - 50,000 users)	One Time	CL-SETUP-F	$6,995.00	-	$6,995.00
ClassLink Service - OneClick, Roster & OneSync Setup and Administrative Overview (50,001 - 100,000 users)	One Time	CL-SETUP-G	$7,995.00	-	$7,995.00
ClassLink Service - OneClick, Roster & OneSync Setup and Administrative Overview (100,001 + users)	One Time	CL-SETUP-H	$9,995.00	-	$9,995.00
ClassLink Service -OneSync only set-up for existing customers	One Time	CL-SETUP-OS	$1,995.00	-	$1,995.00
ClassLink Roster Server + OneSync Annual License - per student [Rostering and Provisioning only, does not include OneClick SSO]	Annual	CL-ORUSER	$1.50	10%	$1.35
ClassLink Roster Server Annual Hosting (1 - 10,000 users) [Required where ClassLink hosts the Roster Server on behalf of school]	Annual	CL-ORHOSTING - A	$500.00	-	$500.00
ClassLink Roster Server Annual Hosting (10,001 + users) [Required where ClassLink hosts the Roster Server on behalf of school]	Annual	CL-ORHOSTING - B	$995.00	-	$995.00

EXHIBIT B

Training Types

Our implementation model allows for all different types of training and different mediums: webinars, onsite training (upon a BOCES request), videos and anything else necessary to ensure your end users are knowledgeable.

Our training falls into 4 categories.

Project Team Training

This training is designed to ensure the ClassLink admins at Erie 1 BOCES Districts are comfortable with the back end of our products. Our simple UI allows admins to be as self-sufficient as they desire. Although our support is unlimited, we don't want Erie 1 BOCES Districts to have to be dependent upon ClassLink. This training could be stand-alone as personnel changes throughout our partnership, however, the majority of this training is done authentically through our implementation process. This usually involves direct training in conjunction with live districts roll outs. BOCES and ClassLink project team works hand in hand.

Turnkey Training

This course is designed to prepare users in Erie 1 BOCES Districts to become ClassLink trainers for the end users. Projects of this size need knowledgeable "super users" in the schools to perform basic training and answer questions.

User Training

Training designed for your end users (educators) to prepare them to use ClassLink in their daily lives and with their students.

User groups hosted at the BOCES or local districts.

User groups 3-5 hours.

ClassLink provide a on demand video and resource portal at request to BOCES staff.

Sample Agenda(s):

ClassLink Train-the-trainer

Objective: Create turnkey trainers with the knowledge and skills to support the districts as they implement ClassLink.

- Topics to include Login page, My Apps, My Files, Sign in options, basic troubleshooting, best practices, understanding of features, CMC overview, mobile app

- Personalized Training Materials

- Sample training agendas for usage with schools

ClassLink Training Agenda

- Login page – logging into ClassLink
  - Methods of authentication
  - Overview of technical functionality
- My Apps
  - SSO Applications
    - Different types
    - Functionality
    - Browser extension
    - Update password
  - App Library
    - Categories and searching
    - District Library
    - Add Your Own App
  - Search for apps
  - Help
  - Edit Mode
    - Move apps
    - Create folders/Rename folder/Choose color
    - Move app out of folder
    - Delete folder/app
    - Icon Style/Icon Size/Font Size
    - Themes
    - Wallpaper (if allowed)
  - Profile Settings
    - General Settings
    - Sign in with (if needed)
    - Two factor authentication
    - Password reset

- My Files
  - ClassLink Drive
  - School Network Drive
    - Opens in Office Online
    - Create new files
    - Drag and drop to upload files

- - - Ability to preview PDFs and images
      - Search across all drives
    - Cloud Drives
      - Google
      - Dropbox
      - OneDrive (personal)
      - Office 365 (school)
- Sign in Options
  - Sign in with Google, Microsoft
  - QuickCards
  - Faces
- Basic troubleshooting
  - Browser extension autofill
  - "ClassLink doesn't work"
  - Update password
- Best Practices
  - Point of Access
  - Analytics
  - My Files
  - How to get the most from ClassLink
- Understanding of features: overview of what's available with ClassLink
  - Chromebook IDP
  - ADFS integration
  - Parent portal
  - Managed folders
- CMC Overview (ClassLink Management Console)
  - High level understanding of profiles and groups
  - Application options
  - Notifications
  - Analytics
- Mobile app

EXHIBIT C

Exhibit C – Technical Requirements

Single Sign On, Rostering and OneSync: Overview and technical specifications!

Check our website for the most up to date information- www.classlink.com

1. Single Sign On/Launchpad - Organizational Groups -options and setup

   a. ClassLink Active Directory authentication for One-Click SSO

   b. ClassLink Google authentication for One-Click SSO

   c. ClassLink Azure authentication for One-Click SSO

2. OneRoster: Hosted by AWS for ClassLink, your data does not get comingled with any other district. Can self-host but not recommended, contact your BOCES or ClassLink to discuss.

3. OneSync: ClassLink One Sync Requirements

ClassLink is a cloud-based system which allows students, staff, and potentially parents to sign in from any device and enjoy easy, one-click access to all their digital resources.
In addition to our cloud-hosted infrastructure, the following virtual servers may be required on-premises, depending on the options selected by the school system.

ClassLink Gateway Server
This server is required on-premises when it is expected that students and staff will authenticate to an in-house Active Directory environment. It is also required on-premises if it is expected that students and staff will have remote access to their files and folders that are stored on on-premises Windows file servers. Cloud hosting by ClassLink is not an option for this Gateway Server as it needs to interact with a local Active Directory domain.

Software Requirements

Windows Server 2012, 2016, or 2019

Virtual Server Requirements

4GB RAM   4vCPUs   50GB of free storage

ClassLink OneSync Server

This server should be on-premises when provisioning accounts into an in-house Active Directory or hosted by ClassLink when provisioning exclusively into Google Directory or O365/Azure Directory (see cost table below). The server is needed to securely store and send information to create directory login accounts.
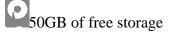
Software Requirements

Windows Server 2012, 2016, or 2019

Virtual Server Requirements

8GB RAM   4 vCPUs   50GB of free storage

ClassLink Roster Server

This server is usually hosted by ClassLink.
We don't recommend self-hosing, please inquire about specifications for self-hosting

EXHIBIT D

DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE MLSA

1. **Purpose**

   (a) This Exhibit supplements the Master License and Service Agreement ("MLSA") to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES' Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES' website.

   (b) To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that Vendor has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the MLSA, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. **Definitions**

   Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

   In addition, as used in this Exhibit:

   (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.

   (b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.

   (c) "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor's Product.

(d) "Participating Educational Agency" means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use Vendor's Product pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Erie 1 BOCES or another BOCES that is licensed to use Vendor's Product pursuant to the MLSA to support its own educational programs or operations.

3.   **Confidentiality of Protected Data**

(a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.

(b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES's policy on data security and privacy. Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy, but that adoption may not occur until a date subsequent to the effective date of the MLSA. Erie 1 BOCES will provide Vendor with a copy of its policy as soon as practicable following adoption., and Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor's continued compliance with Section 2-d.

4.   **Data Security and Privacy Plan**

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES' Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor's Data Security and Privacy Plan are as follows:

(a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES' data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement. In the event Vendor's policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.

(b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA: See section below - Exhibit D-A)

(c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.

(d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.

(e) Vendor [*check one*] _____will __x___will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontactors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontactors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

(f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.

(g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

5. **Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

(a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).

(b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.

(c) Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.

(d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:

(i) the parent or eligible student has provided prior written consent; or

(ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

(e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;

(f) Use encryption technology that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

(g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.

(h) Promptly reimburse Erie 1 BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

6. **Notification of Breach and Unauthorized Release**

(a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

(b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at mokal@e1b.org, or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).

(c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

(d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department

("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.

(e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

ERIE 1 BOCES

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

(1) A student's personally identifiable information cannot be sold or released for any commercial purposes.

(2) Parents have the right to inspect and review the complete contents of their child's education record.

(3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

(4) A complete list of all student data elements collected by the State is available for public review at http://www.nysed.gov/data-privacy-security/student-data-inventory, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

(5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website http://www.nysed.gov/data-privacy-security/report-improper-disclosure.

BY THE VENDOR:

_____
Signature

Jeffrey S. Janover_____
Printed Name

VP of Interoperability Services_____
Title

May 6, 2020_____
Date

EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION

ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT
BETWEEN
ERIE 1 BOCES AND [*CLASSLINK, INC.*]

Erie 1 BOCES has entered into a Master License and Service Agreement ("MLSA") with [*CLASSLINK, INC.*] which governs the availability to Participating Educational Agencies of the following Product(s):

[*CLASSLINK SAAS*]

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data").

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: [*n/a*]

Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on [July 1, 2020] and expires on [June 30, 2023].
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.

- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

Exhibit D-A – Data Security and Privacy Plan

ClassLink Privacy Statement

ClassLink is committed to ensuring that your information is secure and your privacy is protected. The information below outlines our privacy and security policies. Additional information is contained in our software license and service level agreements. In order to prevent unauthorized access or disclosure, we have put in place physical, electronic and managerial procedures to safeguard and secure the information we store. Learn more about our security protocols.

ClassLink maintains security protocols that meet industry standards in the transfer or transmission of any data including encryption and ensuring that data may only be viewed or accessed by parties legally allowed to do so.

Our guiding principles on personal data

- Data Ownership: ClassLink acknowledges that all personally identifiable information (PII) about students, teachers, administrators, and parents is the property of the customers that ClassLink serves.
- Purpose: ClassLink is a trusted steward of personal data. Data received from its customers is to be used solely for purposes of providing educational services. Such data will not be sold or used for marketing purposes. Customers may use ClassLink tools to share data with educational vendors of their choice.
- Type of Data Maintained in ClassLink: ClassLink maintains personal data needed for the satisfactory operation of the ClassLink system, and to enable services including single sign-on and rostering for the customers that it serves. This data includes what is generally regarded as Directory Information such as name, school building affiliation, grade level, and email address. ClassLink may also maintain profile pictures, cell phone numbers for students age 13+ (to send password reset verification codes), student ID numbers, login credentials for various online resources, and personal computer files (temporarily cached for file transfers between cloud drives and stored until deleted by user for the ClassLink cloud drive). ClassLink does not generally maintain information such as mailing address, gender, date of birth, and other personal demographic data.
- Protection: ClassLink keeps all personal data confidential and secure. ClassLink team members are bound by contractual non-disclosure agreements. ClassLink's data security protections include: internal data management policies and procedures, limitations on access to personal data, data encryption (for both data in transit and at rest), data systems monitoring, incident response plans, and safeguards to ensure personal data is not accessed by unauthorized persons when transmitted over communication networks. ClassLink may disclose personal data to public authorities if required by lawful requests.
- Disposal of Data: ClassLink permanently deletes personal data after the termination of a contract, when no longer needed, or when advised to do so by the customer.
- Correction: ClassLink enables users, or their authorized parents, to review personal information maintained in ClassLink and correct erroneous information.
- Discovery of a security breach that results in unauthorized release of personal data: ClassLink shall promptly notify affected customers of such breach, shall conduct an investigation, and shall restore the integrity of its data systems as soon as possible. ClassLink will fully cooperate and assist with required notices to those individuals affected by such breach.
- Financial Protection: ClassLink shall maintain business insurance policies to protect the customers that it serves.

SECURITY/PRIVACY OVERVIEW

Student Privacy Pledge

ClassLink is one of the earliest signatories on this industry led student data privacy pledge.

United States – Family Educational Rights and Privacy Act (FERPA)
The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA sets forth protocols for ensuring privacy and security of personally identifiable information of students. ClassLink adheres to the data protection protocols set forth in FERPA.

United States – Children's Online Privacy Protection Act (COPPA)
ClassLink is compliant with the regulations put forth by the Children's Online Privacy Protection Act (COPPA). ClassLink maintains and protects only that information which enables users to operate ClassLink services.

United States – Children's Internet Protection Act (CIPA)
The Children's Internet Protection Act (CIPA) requires schools and libraries receiving certain e-Rate benefits from the Federal Communications Commission (FCC) to adhere to policies that provide safe internet experiences for minors.

Student Data Privacy Consortium (SDPC)
ClassLink is one of the leaders in assisting various states formulate their statewide student data privacy vendor contract addendums.

iKeepSafe.org
ClassLink is one of ~50 companies to have an ikeepsafe.org audit of our FERPA, COPPA and CSPA policies for compliance.

SOC2
ClassLink is one of the few companies to have a SOC2 Type II audit performed on its internal policies and controls in the areas of security, availability and confidentiality.

GDPR
ClassLink is GDPR compliant.

New York State – Education Law §2-d (Section 2-d) and the Personal Privacy Protection Law, Article 6- A of the Public Officers Law (PPPL)
ClassLink is compliant with the regulations put forth by the Education Law §2-d and the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law.

In addition to the above guiding principles on personal data:

Location: ClassLink contracts with educational agencies in New York are governed by and construed in accordance with the laws of the State of New York. Additionally, educational agencies in the United States are serviced by ClassLink servers and database infrastructure that are based in the United States.

Parents' Bill of Rights: ClassLink includes the Parents' Bill of Rights is included with every ClassLink contract in New York State.

Additional details on ClassLink's security and privacy can be found at
https://www.classlink.com/company/security.

Supplement to

MASTER LICENSE AND SERVICES AGREEMENT
(Term Ending June 30, 2023)

ClassLink, Inc. having its principal offices at *45 E. Madison Ave, STE 7, Clifton NJ 07011*, and Board of Cooperative Educational Services for the First Supervisory District, Erie County having its principal offices at 355 Harlem Road, West Seneca, NY 14224 ("Erie 1 BOCES"), have entered into a Master License and Services Agreement, the term of which ends June 30, 2023 (the "Agreement"). By this Supplement, *ClassLink, Inc.* and Erie 1 BOCES wish to provide for the potential purchase of *ClassLink Saas* licenses and services by other Board of Cooperative Educational Services (BOCES) in the State of New York (intermediate units of the NYS Education Department) on the same terms and conditions.

ClassLink, Inc. agrees to honor the pricing in Exhibit A only for the BOCES that adopt the contract at their Boards of Education. If a RIC or BOCES has not adopted the resolution *ClassLink, Inc.* may not extend the same or lesser pricing than has been set forth in Exhibit A. Lower prices will not be offered to school districts/BOCES/RICs in NY state. Vendors may utilize national promotions or sales within the state of New York and those prices would be extended through the contract after the approval of Michelle Okal-Frink or her designee. Special pricing for specific BOCES or RICs is not allowable under this contract.

Erie 1 BOCES and *ClassLink, Inc.* hereby agree:

1. From time to time during the term of the Agreement, another BOCES in New York State (an "Other BOCES") may adopt a Board of Education resolution that permits Erie 1 BOCES to represent the Other BOCES' interests and to enter into the Agreement on behalf of the Other BOCES.

2. The Other BOCES shall purchase under the Agreement by issuing an Addendum in the form of a Board resolution, appropriately amended to reflect that the Other BOCES is the purchaser. By issuing that Addendum, the Other BOCES will agree to be bound by all of the terms of the Agreement with respect to its purchase thereunder.

IN WITNESS WHEREOF, the parties have signed this Supplement to Agreement.

Erie 1 Board of Cooperative Educational Services   *ClassLink, Inc.*

By:_____   By: _____
     Authorized Signature   Authorized Signature

Name:_____James Fregelette_____   Name: Jeffrey S. Janover

Title: Executive Director   Title: VP of Interoperability Services

Address: 355 Harlem Rd   Address:45 E Madison Ave, STE7, Clifton, NJ 07011

West Seneca, NY 14224   Date: May 6, 2020