CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS RIDER

a. SIGNEASY, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SIGNEASY, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SIGNEASY, further agrees that any information received by SIGNEASY, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of EVERGREEN CHARTER SCHOOL, its employees, agents, clients, and/or students will be treated by SIGNEASY, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

b. SIGNEASY, acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by EVERGREEN CHARTER SCHOOL that directly relate to a student(s) (hereinafter referred to as "education record"). SIGNEASY, understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:

    i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;

    ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;

    iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and

    iv. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.

c. SIGNEASY, further understands and agrees that it is responsible for submitting a data security and privacy plan to EVERGREEN CHARTER SCHOOL prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data

security and privacy contract requirements will be implemented over the life of the contract consistent with EVERGREEN CHARTER SCHOOL's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of EVERGREEN CHARTER SCHOOL's Parents' Bill of Rights and the training requirement established by SIGNEASY, for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

d.   SIGNEASY, understands that as part of EVERGREEN CHARTER SCHOOL's obligations under New York Education Law Section 2-d, SIGNEASY, is responsible for providing EVERGREEN CHARTER SCHOOL with supplemental information to be included in EVERGREEN CHARTER SCHOOL's Parents' Bill of Rights. Such supplemental information shall be provided to EVERGREEN CHARTER SCHOOL within ten (10) days of execution of this Agreement and shall include:

     i.   the exclusive purposes for which the student data will be used;

     ii.   how SIGNEASY, will ensure that subcontractors, persons or entities that SIGNEASY, will share the student data with, if any, will abide by data protection and security requirements;

     iii.   that student data will be returned or destroyed upon expiration of the Agreement; iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and

     v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

e.   In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SIGNEASY, shall immediately notify EVERGREEN CHARTER SCHOOL and advise it as to the nature of the breach and steps SIGNEASY, has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, SIGNEASY, shall promptly reimburse EVERGREEN CHARTER SCHOOL for the full cost of such notification.

f.   In the event that SIGNEASY, fails to notify EVERGREEN CHARTER SCHOOL of a breach, said failure shall be punishable by a civil penalty of the greater of $5,000 or up to $10 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law, section 899-aa(6)(a).

g.   Except as set forth in paragraph (f) above, in the event SIGNEASY, violates Education Law 2-d, said violation shall be punishable by a civil penalty of up to $1,000. A second violation involving the same data shall be punishable by a civil penalty of up to $5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to $10,000. Each violation shall be considered a separate violation for

EVERGREEN CHARTER   **SCHOOL**
605   **Peninsula**
Boulevard
Hempstead,
NY 11550

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purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law section 899-aa(6)(a).

h.   SIGNEASY, shall indemnify and hold EVERGREEN CHARTER SCHOOL harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

Upon termination of this Agreement, SIGNEASY, shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

Date: 07/15/22

Company Name: Glykka LLC d/b/a Signeasy

Company Representative-(Print) Sunil Patro

Company Representative-(Sign) _Spatro_

Audit Trail

Signeasy

This audit trail was created during the document signature process and holds details of parties involved, including email address of signer(s), device IPs, signature timestamp and more. It serves as a digital certificate and can be used as a legal evidence.

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INITIATOR EMAIL	megha.sachdeva@signeasy.com
INITIATOR REFERENCE ID	6ebed3319e7e451c8d4bf3050d71eb41

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spatro@signeasy.com (Sunil Patro)

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IP: 203.115.91.91

Recipients added to CC list:

bineetam@signeasy.com, kunal.mahajan@signeasy.com

Initiated on: 2022-07-15 18:23:42 UTC

IP: 203.115.91.91

Signed By spatro@signeasy.com (Sunil Patro)

Signed on: 2022-07-16 06:12:54 UTC

IP: 172.58.43.151

Signature request completed.

Completed on: 2022-07-16 06:12:55 UTC

IP: 172.58.43.151