

Supplemental Information About Agreement Between Infrastructure, Inc. and BOCES

(a) The exclusive purposes for which the personally identifiable information provided by BOCES or a Participating School District will be used by Vendor is to provide Infrastructure, Inc.'s services to BOCES and/or participating school districts.

(b) Personally identifiable information received by Vendor, or by any assignee of Vendor, from BOCES or from a Participating School District shall not be sold or used for marketing purposes.

(c) Personally identifiable information received by Vendor, or by any assignee of Vendor shall not be shared with a sub-contractor except pursuant to a written contract that binds such a party to at least the same data protection and security requirements imposed on Vendor under this Agreement, as well as all applicable state and federal laws and regulations.

(d) The effective date of this Agreement shall be as set forth in the Agreement and the Agreement shall remain in effect until June 30, 2023, unless sooner by either party for any reason upon thirty (30) days' notice.

(e) Upon expiration or termination of the Agreement without a successor or renewal agreement in place, and upon request from BOCES or a Participating School District, Vendor shall transfer all educational agency data to the educational agency in a format agreed upon by the parties. Vendor shall thereafter securely delete all educational agency data remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies) as well as any and all educational agency data maintained on behalf of Vendor in secure data center facilities, other than any data that Vendor is required to maintain pursuant to law, regulation or audit requirements. Vendor shall ensure that no copy, summary or extract of the educational agency data or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the secure data center facilities unless Vendor is required to keep such data for legal, regulator, or audit purposes, in which case the data will be retained in compliance with the terms of this Agreement. To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers permanently removed with no possibility of reidentification), they each agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Vendor or assignees will provide a certification to the BOCES or Participating School District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(f) State and federal laws require educational agencies to establish processes for a parent or eligible student to challenge the accuracy of their student data. Third party contractors must cooperate with educational agencies in complying with the law. If a parent or eligible student submits a challenge to the accuracy of student data to the student's district of enrollment and the challenge is upheld, Vendor will cooperate with the educational agency to amend such data.

(g) Vendor shall store and maintain PII in electronic format on systems maintained by Vendor in a secure data center facility in the United States in accordance with its Privacy Policy, NIST Cybersecurity Framework, Version 1.1, and the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth above. Encryption technology will be utilized while data is in motion and at rest, as detailed above.



Erie 1 BOCES Education Campus • 355 Harlem Road • West Seneca, NY 14224-1892



Amendment to Master License and Services Agreement

WHEREAS, a *Master License and Services Agreement* was made between the Erie 1 BOCES on behalf of the Western New York Regional Information Center (together "CUSTOMER") and Instructure, Inc ("VENDOR"), with an Effective Date of August 11, 2020; and

WHEREAS, the Initial Term of the Agreement expires on June 30, 2023; and

WHEREAS, Section 1.1 of the Agreement permits an extension by mutual written agreement of the parties; and

WHEREAS, VENDOR has been identified and accepted by Erie 1 BOCES as the sole provider of, the application as defined in Section 2 by this reference made part hereof of this Agreement; and

WHEREAS, such extension is permitted under New York State and local laws.

NOW, THEREFORE, the parties mutually agree to extend the contract for a period commencing July 1, 2023 and ending September 1, 2023.

IT IS AGREED that parties will to work together in good faith to negotiate and execute a three-year agreement between CUSTOMER and VENDOR. that will run through 2026, intended to be executed prior to the September 1 deadline.

IT IS FURTHER AGREED, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment this 30th day of June, 2023.

Erie 1 BOCES

DocuSigned by:
James Fregelette
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Signature

James Fregelette

Executive Director of Finance

Instructure, Inc.

DocuSigned by:
Jeffrey Ebert
029AB7BF4E93409...
Signature

Jeff Ebert

Name

Director, Deal Desk & Pricing

Title