New York State Education Law Section 2-d Vendor Compliance Agreement

This Agreement (the "Agreement"), effective as of _____, is entered into by and between _____ (the "District") and Barracuda Networks, Inc. ("Barracuda").

WHEREAS, the District is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d");

WHEREAS, Section 2-d requires that an education agency enter into a written contract with a third party contractor where such contractor receives student, teacher or principal data from the education agency ("Data").

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. The term of this Agreement shall expire on the termination date of the services.

2. Any Data shared by the District with Barracuda shall continue to be the property of, and under the control of, the District.

3. Barracuda handles the maintenance and confidentiality of customer data in accordance with applicable law and Barracuda's Privacy Policy, Security Policy, and Cloud Usage Terms, located at: https://www.barracuda.com/company/legal/privacy; https://www.barracuda.com/support/security; and https://www.barracuda.com/company/legal/cloudserviceterms.

4. Barracuda has reasonable administrative, technical and physical safeguards to protect the Data including the use of a defense-in-depth strategy and proprietary hardened software and operating systems to protect data and services.

5. Barracuda has encryption to protect its data while in motion or in its custody in accordance with Barracuda's Security Policy, located at https://www.barracuda.com/support/security.

6. Barracuda will limit internal access of Data to only individuals with a clear and well-defined "need to know".

7. Parents, legal guardians, or eligible students may review personally identifiable information in Data and correct erroneous information by the following protocol: Obtain solely from direct primary Data source.

8. Barracuda shall ensure that that employees who have access to confidential Data have security and awareness training.

9. The District may request that Barracuda delete Data in its possession in accordance with the process outlined in Barracuda's Privacy Policy, located at: https://www.barracuda.com/company/legal/privacy.

10. The procedures by which students may retain possession and control of their own Data are outlined as follows: Obtain solely from direct primary data source.

11. In the event of a known unauthorized disclosure of Data, Barracuda shall report it to the District in accordance with its breach policies and procedures.

12. Barracuda shall not use any information in Data for any purpose other than those required or specifically permitted by Barracuda's terms and conditions, located at https://www.barracuda.com/company/legal/prd_trm, and the parties' signed written agreements.

13. Barracuda certifies that Data shall only be retained or available to the Barracuda upon completion of the services in accordance with its policies.

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14. Barracuda complies with all applicable federal and state laws on data security and privacy to the extent they apply to educational agencies.

15. Barracuda will comply with the District's Parent's Bill of Rights for Data Privacy and Security to the extent Barracuda has the ability to comply.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Barracuda Networks, Inc.

Signature: _____   Signature: _____

Name: Diane Honda   Name: _____

Title: SVP, CAO, and General Counsel   Title: _____

Date: 04 / 29 / 2020   Date: _____

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