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



Address: 355 Harlem Rd

West Seneca, NY 14224

Address: 1710 Roe Crest Drive, North Mankato, MN

56003-1806

Date: 5/25/2023

## EXHIBIT D

### DATA SHARING AND CONFIDENTIALITY AGREEMENT

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

#### 4. 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.. Erie 1 BOCES will provide Vendor with a copy of its policy. 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: Attachment A: Capstone EULA [Insert here – also provide a copy of Data Security and Privacy Plan]
- (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 \_\_\_\_\_ 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 subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, 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).

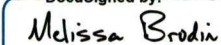


- (c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, 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.

**EXHIBIT D (CONTINUED)****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:**


 DocuSigned by:  
 Signature

 Melissa Brodin  
 Printed Name

 Director Contracts, Compliance, and Data Privacy  
 Title

5/25/2023

Date



## EXHIBIT D (CONTINUED)

### SUPPLEMENTAL INFORMATION

#### ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT

#### BETWEEN

#### ERIE 1 BOCES AND COUGHLAN COMPANIES, LLC DBA BUNCÉE

Erie 1 BOCES has entered into a Master License and Service Agreement (“MLSA”) with Coughlan Companies, LLC dba Buncee which governs the availability to Participating Educational Agencies of the following Product(s):

Buncee for Schools & Districts  
Buncee Classroom

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:

Vendor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the Vendor by state and federal laws and regulations, and the MLSA.

#### Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on July 1, 2023 and expires on June 30, 2026.
- 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.



**Attachment A; Capstone End User License Agreement**  
**Capstone Product End User License Agreement**

Last Updated: January 28, 2022

Please read this Agreement carefully. You must agree to the terms of this Product License Agreement to access Capstone Digital Products.

This Product License Agreement, and any additional terms of use provided in the Legal Center (located at <https://www.capstonepub.com/support/legal-central>), or in connection with or otherwise listed in a particular Capstone Digital Product (collectively, the "Agreement"), together with the Capstone Privacy Policies (located at <https://www.capstonepub.com/support/privacy-central>), apply to and govern your access, purchase, and use of the Capstone Digital Products (defined below). This Agreement is a legal agreement between you (as defined below) and Coughlan Companies LLC d/b/a Capstone, on behalf of itself, its subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and third-party information providers (collectively, "Capstone").

As used in this agreement, "you" and "your" refer to you, the individual requesting and receiving the right to use the Capstone Digital Products, and the entity on whose behalf you are accessing or using the Capstone Digital Products. The individual entering into this agreement, by their access or use of Capstone Digital Products, does so on behalf of themselves and such entity, and you represent that you are duly authorized to bind yourself and such entity to the terms of this agreement.

Please particularly note the following provisions: User Content, User Content Representations and Warranties, Data Retention and Backups, Disclaimer of Warranties, Limitation of Liability, Indemnification.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CAPSTONE DIGITAL PRODUCTS THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE.

1. **Applicable Products.** These terms apply to your access and use of the following digital software, educational platforms and tools offered by Capstone (collectively, the "Capstone Digital Products," each a "Capstone Digital Product"):

PebbleGo (Including Add-Ons and Mobile Applications)  
 Capstone Interactive  
 Capstone Connect  
 PebbleGo Create with Buncee



Buncee (Including all Buncee products and Mobile Applications)  
 Raintree (Including Raintree Online and Engage Literacy)  
 No Nonsense Literacy

The Capstone Digital Products to which you are receiving access and a license to use pursuant to these terms are identified in the corresponding purchase order, order form, invoice, online store purchase choice, or online subscription or license choice (collectively, "Order"). The scope of any license granted to you hereunder is limited to the Capstone Digital Product, license model, and term indicated in the Order by and between you and Capstone.

2. **Acceptance of Terms.** This Agreement will be binding on you upon the earliest of: (i) your execution, submission, or other acceptance of an Order (including any free trial), either electronically or in writing, or (ii) your installation, access, or use of a Capstone Digital Product or any related documentation. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS, OR USE A CAPSTONE DIGITAL PRODUCT. If you and Capstone are parties to Terms, a User License Agreement, or other agreement related to the Capstone Digital Products dated prior to the "Last Updated" date above, including any previous terms between you and Buncee LLC, you hereby agree that your access and use of the Capstone Digital Products after the last version of this Agreement is posted and presented to you when you log in to your account constitutes your acceptance of this Agreement in lieu of and superseding any prior terms and conditions related to your use of the Capstone Digital Products.
3. **Eligibility.** The Capstone Digital Products are offered and available for purchase by persons who are 18 years of age or older. By entering into an Order, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. Capstone makes no representation that the information or materials on or linked through the Capstone Digital Products are appropriate or available for use in locations outside of the United States. Those who choose to access the Capstone Digital Products from outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so.
4. **User Types.** You are eligible to purchase a license to the Capstone Digital Products solely as one of the following user types, provided that not all types are available for all Capstone Digital Products:
  - **Parent/Legal Guardian:** A "Parent/Legal Guardian" user type means an adult purchasing a license to a Capstone Digital Product for use by a child under the age of 18. Verifiable consent from the child's parent or legal guardian is required in order for any child to use a Capstone Digital Product in connection with this user type. Please review the Children's Privacy Policy located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy> to learn more about how Capstone collects, discloses, and uses information



provided by children under the age of 13 in the United States and under the age of 16 in the European Union. You are responsible for complying with all of Capstone's requests made in order to verify your consent for a child to use a Capstone Digital Product. Children may not use any Capstone Digital Products until we receive and process this verifiable consent.

- **Educator:** An "Educator" user type means a teacher or school administrator who is authorized by the individual's school and/or school district to subscribe to a Capstone Digital Product. As an Educator, you represent and warrant that you are a teacher or school administrator with permission and authorization from a school or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- **School/District:** A "School/District" user type means a school or district administrator purchasing a license to use a Capstone Digital Product for use by a school (i.e., multiple teachers and students) or school district (i.e., multiple schools and their teachers and students). As a School/District user type, you represent and warrant that you have permission and authorization from the school and/or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- **General Adult:** A "General Adult" user type means you are a person over the age of 18 who wants to enjoy a Capstone Digital Product for your own personal benefit. The license granted herein is limited to your sole use of a Capstone Digital Product.

## 5. Account Creation and Credentialing.

- a. You must register and create an account in order to access and use the Capstone Digital Products. You may need to provide certain registration details or other information on behalf of yourself or other users to create an account and to otherwise access and use the Capstone Digital Products. It is a condition of your access and use of the Capstone Digital Products that all the information you provide to register with the Capstone Digital Products is correct, current, and complete. You further agree you will not in any way misrepresent your identity at any time when accessing or using a Capstone Digital Product. You agree that all



information you provide to register with the Capstone Digital Products is governed by our Privacy Policies located at

<https://www.capstonepub.com/support/privacy-central>, and you consent to all accounts we take with respect to your information consistent with our Privacy Policies. Where it is reasonable to do so, or permitted by law, we may rely on implied consent.

- b. Educators are, and Schools/Districts may designate, administrative users ("Admin Users"). Admin Users can create additional authorized user accounts for their students, faculty or other individuals ("Authorized Users") and assign certain permissions to such additional accounts. You are liable for all use of the Capstone Digital Products by your Authorized Users and the conduct of your Authorized Users shall be considered your conduct for the purposes of the rights and obligations hereunder. Depending on the level of permissions assigned to your user account, you may not have access to or be able to view or use all of the functions or features of the Capstone Digital Products.

6. **Account Security.** You are responsible for maintaining the security and confidentiality of all usernames, passwords, and other login credentials used in connection with Capstone Digital Products and you must immediately notify Capstone if any usernames, passwords, or other login credentials are accessed by or disclosed to any unauthorized person. It is your responsibility to change any passwords immediately if you suspect or feel the security of any account you use or manage has been compromised. You may not permit others to use your account, unless permitted by the terms of this Agreement, and you may not sell, trade, or otherwise transfer your account to another party. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of this Agreement or we suspect the security of any account has been compromised.
7. **User Content.** Certain Capstone Digital Products allow you and your Authorized Users to upload, post, share, submit, or contribute information, text, data, photographs, and other content (collectively, "User Content"), including through invitations and shared forums. In uploading, posting or sharing such User Content, you grant Capstone and our affiliates, licensors, and service providers, and each of their and our respective licensees, successors, and assigns, and all other Capstone Digital Products users, a non-exclusive, sublicensable, transferable, perpetual, worldwide, royalty-free license to use, display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Capstone Digital Products, exercising our rights or obligations under this Agreement, or any other use described in our Privacy Policies. You also acknowledge and agree that Capstone does not control other users' acts or User Content submissions. We do not specifically collect any User Content and disclaim all warranties and liabilities for User Content. We are not responsible and disclaim all liability for any action taken by any third party with respect to your User Content that you have made public or otherwise available to third parties.



- 8. User Content Representations and Warranties.** You represent and warrant that you or your Authorized Users own or control all rights in and to the User Content and have the right to grant the license granted above and that all of your or your Authorized Users' User Content does and will comply with all applicable laws, rules, and regulations, and the terms of this Agreement. You also represent and warrant that you have obtained all applicable consents and permissions needed to provide Capstone with any information provided by you or your Authorized Users to Capstone, and that you have a lawful basis for providing such information to Capstone, in connection with your use of Capstone Digital Products, including, without limitation, any personal information as defined under applicable law provided to Capstone. You agree to cooperate with Capstone and take such action as reasonably requested by Capstone with respect to any information provided by you to Capstone.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CAPSTONE DIGITAL PRODUCTS THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE. THE UPLOAD OR SUBMISSION TO THE CAPSTONE DIGITAL PRODUCTS OF ANY USER CONTENT THAT VIOLATES, OR IS ALLEGED TO VIOLATE, THE INTELLECTUAL OR PROPRIETARY RIGHTS OF ANY THIRD PARTY IS A MATERIAL VIOLATION OF THE TERMS OF THIS AGREEMENT AND THE LIMITATIONS ON CAPSTONE'S LIABILITY AND YOUR INDEMNIFICATION OBLIGATIONS HEREIN APPLY TO ANY CLAIMS RELATED TO SUCH CONDUCT.

- 9. User Content Standards.** You understand and acknowledge that you are responsible for any User Content you or your Authorized Users upload, post, share, submit, or contribute, and you, not Capstone, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Capstone is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Capstone Digital Products. Capstone may, in its sole discretion, deny any application to post or share User Content. The following standards apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations, and must not:
- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
  - Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
  - Infringe any patent, trademark, trade secret, copyright, or other Intellectual Property or other rights of any other person.
  - Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement or the Capstone Privacy Policies.
  - Be likely to deceive any person.
  - Promote any illegal activity, or advocate, promote, or assist any unlawful act.
  - Contain any alcohol-related or mature content without appropriate age-based restrictions.
  - Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.



- i. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- j. Give the impression that they emanate from or are endorsed by Capstone or any other person or entity, if this is not the case.
- k. Contain any information about a person under 18 years of age without parent or legal guardian permission in the case of a General Adult user.
- l. Criticize Capstone, the Capstone Digital Products, or the service of any of Capstone's operational partners

b.

#### 10. Technical Data; Children's Information; Student Information.

- a. Technical Data. For the purposes of this Agreement, "User Content" does not include any aggregated or statistical technical data related to your, or your Authorized Users', access or use of the Capstone Digital Products. Such data may be used by Capstone to manage and improve the performance of its services, for statistical analysis, and for research, commercial, and development purposes.
- b. Children's Information. All information collected from or about children in connection with a Capstone Digital Product ("Child Data") is used, disclosed, shared, and processed by Capstone in accordance with its Privacy Policies, including its Children's Privacy Policy, the terms of which are located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy>. You hereby agree and consent to Capstone's use, disclosure, sharing, and processing of Child Data in accordance with its Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>.
- c. Student Information. To the extent that you provide, or facilitate the provision, of any information relating to students, including Education Records as defined by the Family Educational and Privacy Rights Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), to Capstone, you represent and warrant that you: (i) have complied, and will comply, with all applicable laws, rules and regulations applicable to you and such information; (ii) have obtained, and will obtain, all rights, consents (including prior consents), and permissions required to provide such information and Education Records to Capstone; and (iii) have provided, and will provide, all notices with respect to such information as required by applicable law. You will ensure that all information held by Capstone pertaining to any students, including any Education Records, is accurate and only provide to Capstone (including in the form of User Content) the information that is necessary for Capstone to receive in order to further the institutional service or function for which you are using the Capstone Digital Product and your educational purposes.

- 11. **Data Retention and Backups.** Information regarding students, including information from Education Records, will be retained by Capstone only to the extent necessary to fulfill its obligations under this Agreement and Capstone may take steps to destroy such data when it determines, in its discretion, that the data is no longer needed for the purposes for which it was disclosed. In any event, Capstone reserves the right to delete and destroy information from or related to your, or your Authorized Users', account(s), including but not limited to User Content and information from or related to Education Records, thirty-six (36) months from the date of the earliest to occur of the



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**13. Additional License Terms and Limitations:** The Order will specify the Capstone Digital Product you are authorized to access and use pursuant to this Agreement. Depending on the terms of the Order, the additional terms and limitations below apply. [For more information about the features and functionality specific of each Capstone Digital Product, please review our product details here.]

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- Buncee Classroom. A Buncee Classroom subscription is only available to



Educators and Schools/Districts. The Educator or School/District must provide the information required to create student accounts by either: (i) Manually entering student names, usernames and passwords, or (ii) Manually uploading the applicable roster data in .csv format, or (iii) Manually creating a class and providing a class code to students. You, the Educator and/or School/District, represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring fully compliance with the terms of this Agreement.

- Buncee Schools and Districts. A Buncee Schools and Districts subscription is only available to Educators and Schools/Districts. The School/District must provide the information required to create teacher and student accounts by either: (i) Syncing the School/District's roster data through Google Classroom or Microsoft Office 365 with the Buncee application, or (ii) Manually uploading the applicable roster data in .csv format. You, the Admin User, control all creation and sharing options for the district, school(s), user types and all users. When you register a school or district, you will be issued a URL that is unique to that school or district. You, the administrator, represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring fully compliance with the terms of this Agreement. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
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## 27. General Provisions.

- a. Export Control. Use of the Capstone Digital Products is subject to export and re-export control laws and regulations and required authorizations. You warrant that you are not prohibited from receiving U.S. origin products, including services or software.
- b. Entire Agreement. This Agreement, the Order, the Master License and Service Agreement ("MLSA"), the Capstone Website Terms of Use located at <https://www.capstonepub.com/support/legal-central/website-terms-use>, and the Capstone Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>, constitute the entire agreement of the parties with respect to the subject matter hereof. Where there is applicable language in the MLSA, the MLSA shall govern and supersede all conflicting terms listed in any other policies and agreements including, but not limited to, Capstone's End User Licensing Agreement. Where there is not applicable language in the MLSA, Capstone's End User Licensing Agreement shall govern and supersede the MLSA.
- c. No Waiver. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- d. Severability. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforceable to the maximum extent permissible, and the other provision of the Agreement will remain in force.
- e. Force Majeure. Neither party will be liable for or considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are





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beyond the party's reasonable control and that either party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, Capstone will give prompt notice to you and will use commercially reasonable efforts to minimize the impact of the event. This clause in no way abrogates or limits the Disclaimer of Warranty, Limitation of Liability, and Indemnification provisions otherwise set forth in this Agreement and the representations and warranties made in this Agreement.

- f. Enforcement; Governing Law. If You are a publicly funded, non-profit educational institution, this Agreement will be governed by the internal laws of the State in which You are situated, without regard to its 'conflicts of laws' rule, as identified in the Order. In all other cases, this Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Capstone Digital Products shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in Mankato, Minnesota. You submit to and hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- g. Assignment. Your rights under this Agreement are not assignable or transferable (by operation of law or otherwise). This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No third-party beneficiaries are intended or shall be construed as created by virtue of this Agreement, including without limitation, the parties agree that your students and faculty are not third-party beneficiaries to this Agreement.
- h. Modifications to Agreement. Capstone reserves the right to make any necessary changes, modifications, or updates to this Agreement at any time.
- i. Notices; General Contact Information. For purposes of messages and notices to you about the Capstone Digital Products, we may send you an email to the email address associated with your account, or any other contact information part of the Order, in our discretion. We have no liability associated with or arising from your failure to maintain accurate contact or other information with us. If you have any questions about this Agreement, you may contact Capstone as the following address:

Coughlan Companies LLC d/b/a Capstone, 1710 Roe Crest Drive North Mankato, MN 56003

Email: [support@capstonepub.com](mailto:support@capstonepub.com); [legal@capstonepub.com](mailto:legal@capstonepub.com) Fax: 1-888-262-0705

If in the United Kingdom:

Raintree, 264 Banbury Road, Oxford, OX2 7DY, United Kingdom,





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Email: [feedback@raintree.co.uk](mailto:feedback@raintree.co.uk)



## Data Privacy Plan

### Purpose:

The purpose of this Data Privacy Plan is to describe how data is collected, handled and stored, and to ensure that Coughlan Companies, LLC dba Capstone does the following:

- Complies with local, state, federal and applicable international data protection laws and follows industry standard practices
- Protects the rights of employees, customers and partners
- Is transparent about how data is stored and processed
- Protects itself from risks associated with a data breach

### Product Scope:

This Data Privacy Plan applies to your access and use of the following digital software, educational platforms and tools offered by Capstone (collectively, the “Capstone Digital Products”):

- PebbleGo (including add-ons)
- PebbleGo Create with Buncee
- Buncee (including all Buncee products)
- Capstone Interactive
- Capstone Connect

### Our Commitment:

Capstone is the nation’s leading educational publisher for digital solutions, children’s books, and literacy programs for school libraries and classrooms! Home of the award-winning PebbleGo research database and the easy-to-use creation tool Buncee, Capstone has a passion for creating inspired learning and intellectual curiosity in children.

Capstone takes privacy and the privacy of students very seriously. *PebbleGo*, *Capstone Interactive*, and *Capstone Connect* do not have individual student accounts, but rather a single building account shared by all educators and students. *PebbleGo Create with Buncee*, *Buncee Classroom*, and *Buncee for Schools & Districts* do have individual educator and student accounts. Capstone does not require students to submit email, gender, or DOB. Capstone does not collect, sell, rent, or otherwise provide personally identifiable information (“PII”) to any third parties for advertising or marketing purposes. Buncee participates in the [iKeepSafe COPPA Safe Harbor Certification](#) program, and is a signatory of the [Student Privacy Pledge](#). Protecting students online is one of Capstone’s top priority.

### Plan Scope:



This plan applies to the following:

- The leaders of Capstone
- All departments of Capstone
- All employees of Capstone
- All contractors and third-party operators working on behalf of Capstone

This plan applies to all data\*\* that is submitted to Capstone, more specifically personally identifiable information (“PII”), which may include:

- Names of individuals
- Email addresses
- Dates of birth
- Country/State
- Usernames
- Passwords
- District/School name
- IP addresses

\*\* Please note that under a *Buncee Classroom* plan, student sub-accounts can only be created by the subscriber (educator) of the plan, who is able to create unique usernames/passwords for their students. They are not asked to submit student email or birth data. Under a *PebbleGo Create with Buncee* subscription or a *Buncee for Schools & Districts* subscription, classes, educator accounts, and student accounts are created by syncing the School/District’s roster data through Google Classroom or Microsoft Office 365 with the Buncee application, or by manually uploading the applicable roster data in .csv format, and do not require the submission of student email or birth data. Furthermore, all passwords created or changed after 02/2017 are encrypted using bcrypt algorithm which is based on the secure blowfish encryption algorithm.

### **Responsibilities:**

Everyone working for or with Capstone has responsibility for ensuring that data is collected, stored and handled properly. Each team that handles personal data will ensure that it does so in line with Capstone’s Privacy Policy and Data Privacy Plan. All Capstone employees receive Data Security Training, and the manager of each team is responsible for the following:

- Risk and Contracts/HR:
  - Reviewing all data protection procedures
  - Organizing data protection and policy training and guidance
  - Handling data protection questions
  - Handling access requests from districts, schools and individuals
  - Administration of any contracts and agreements pertaining to Capstone’s data protection procedures, including but not limited to Data Privacy Agreements and third-party Data Processing Agreements



- Evaluating third-party services to ensure that they are in compliance with Capstone's Privacy Policy and Data Privacy Plan
- Reviewing current and new data privacy laws and regulations to ensure compliance
- Management of deletion requests
- Development:
  - Ensuring all systems, services and equipment used to store data meet acceptable security standards
  - Performing routine checks and scans to ensure security measures are functioning correctly
  - Responsible for deletion of PII when termination is requested by a district/school
- Marketing/Sales:
  - Partner with Operations and Development to ensure marketing initiatives abide by Capstone's Privacy Policy and Data Privacy Plan
  - Evaluating third-party services to ensure that they are in compliance with Capstone's data collection and protection policies
  - Partner with Operations and Development to understand current and new data privacy laws and regulations specific to marketing and sales initiatives

### **Employee Guidelines:**

- Only those who need it to perform their duties should have access to data
- Training and guidance is provided to all employees that will be accessing and handling data (including more specifically, student data)
- Background checks are performed on all employees
- NDAs are signed by employees at the start of employment
- All access to systems and data is revoked upon employment termination
- All data stored electronically is kept secure by taking the following precautions:
  - Use string passwords that should never be shared
  - Servers are protected by security software and a firewall
  - Backup data frequently
  - Never disclose PII to unauthorized people within or outside of Capstone
  - Routinely monitor systems for security breaches and attempts of inappropriate access

### **Measures to Protect Data:**

Capstone Digital Products use HTTPS connections to secure transmissions. A combination of firewalls, security keys, SSL certificates, and non-default username/password credentials secure



data access. Additionally, the Buncee application has the following preemptive safeguards in place to identify potential threats, manage vulnerabilities and prevent intrusion:

- All security patches are applied routinely
- Server access logging is enabled on all servers
- Fail2ban (an intrusion prevention software framework that protects servers from brute-force attacks) is installed on all servers and will automatically respond to illegitimate access attempts without intervention from engineers
- Our database servers are not publicly accessible via the internet.
- SSH key-based authentication is configured on all servers

Capstone Digital Products use HTTPS connections to secure transmissions. The HTTPS you see in the URL of your browser means when you go to the website, you're guaranteed to be getting the genuine website. With HTTPS in place, all interactions with Capstone Digital Products will be undecipherable by an outside observer. They are unable to read or decode data. HTTPS is the same system that many sensitive websites, like banks, use to secure their traffic.

Capstone Digital Products use SSL security at the network level to ensure all information is transmitted securely. All content (i.e., photos, video, audio, and other content added to your Buncees in PebbleGo Create and the Buncee products) is encrypted at rest. All passwords are encrypted using modern encryption technologies.

Account information is stored in access-controlled VPCs operated by industry leading partners. All user information is stored redundantly and backed up in geographically distributed data centers. We utilize multiple distributed servers to ensure high levels of uptime and to ensure that we can restore availability and access to personal data in a timely manner.

The Buncee application is hosted on cloud servers managed by Amazon Web Services and Digital Ocean, both of whom are compliant with security standards including ISO 27001, SOC 2, PCI DSS Level 1, and FISMA. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels. These data centers are staffed 24/7/365 with onsite security to protect against unauthorized entry. Each site has security cameras that monitor both the facility premises as well as each area of the datacenter internally. There are biometric readers for access as well as at least two factor authentication to gain access to the building. Furthermore, physical access to our servers would not allow access to the actual data, as it is all protected via encryption.

You can learn more about the security practices of the cloud hosting providers here: Overview of Security Processes at AWS (<https://aws.amazon.com/whitepapers/overview-of-security-processes/>) and Security at Digital Ocean (<https://www.digitalocean.com/security/>).

### **Data Storage, Retention, and Access:**

User data is stored in secure and managed cloud repositories, accessible only to select development team members via secure connections. Background checks are performed on all



employees. Data is backed up routinely, and securely in our cloud infrastructure. Stale data copies are permanently purged. All system identifiers for *user*, *Buncee*, *class* and other entities are randomly generated hexadecimal strings and stored as binary strings. Furthermore, sensitive data like passwords created or changed after 02/2017 are encrypted using modern encryption techniques.

All user data, including file uploads are stored in our secure cloud VPCs.

The Buncee application does not store any user data outside of the United States. However, the Buncee application utilizes Amazon's content delivery network, *CloudFront* to securely deliver rich media to its viewers across the world, which might be temporarily cached by the edge servers.

### **Data Breach, Incident Investigation and Response:**

Capstone has implemented the following procedure to manage a data breach:

*Breach Investigation:* A systematic approach to making a definitive determination as to whether a breach has taken place led by the VP of Information Technology and the Director of Business Systems Information Technology is created to investigate a potential breach. The response team will be tasked with isolating the affected systems, including taking the part or the entire site offline.

*Remediation Efforts:* Upon identification, the response team will review the access logs and the monitoring software to figure out the cause of the breach. We will also consult experts at the cloud hosting service providers to help with the issue. Once the cause is identified, we will apply and monitor the fix and gradually bring the site online. The response team will also reset all session tokens for its users which will require that they log in again. Access tokens are valid for 24 hours in order to prevent unauthorized access.

*Internal Communication Plan:* If it has been determined a breach occurred, the VP of Information Technology and the Director of Business Systems Information Technology will inform the President and CFO and explain what is being done to remediate the issue. After a solution has been implemented, an incident report detailing the cause, extent of damage, steps taken and recommendations to avoid in the future will be written by the response team and shared internally.

*Public Notification of Breach:* After remediating the issue, the marketing team will work on informing all affected users about the breach and its severity. A brief statement will be shared via email explaining the incident and the solution will be sent within 72 hours after remediation is finalized. Additionally, the response team will monitor the dedicated email address [privacy@capstonepub.com](mailto:privacy@capstonepub.com) to address any follow-on questions.

Capstone has adopted the following backup-and-restore process:



- Use up-to-date images to spawn new servers. (if applicable also create a new load balancer)
- Use the latest hot backup of the database to restore user data
- Update the DNS records to point to the new load balancer
- Verify the backup-and-restore process was successful

To protect against denial-of-service attack, Capstone has also established the following safeguards:

- Robust alert & notification system in place to notify sudden traffic changes
- Reverse proxy is used to prevent DDoS attack
- Load-balancing is used to help distribute the load to multiple servers
- Web Application Firewall (WAF) can be configured to block IP ranges
- Notification system to alert instances of bot-like behavior from a user(s)

A typical incident response includes a combination of the following:

*Identification:* The response team is initiated to determine the nature of the incident and what techniques and resources are required for the case.

*Containment:* The team determines how far the problem has spread and contains the problem by disconnecting affected systems and devices to prevent further damage.

*Eradication:* The team investigates to discover the origin of the incident. The root cause of the problem is determined and any traces of malicious code are removed.

*Recovery:* Data and software are restored from clean backup files, ensuring that no vulnerabilities remain. Systems are monitored for signs of weakness or recurrence.

### **Data Collection and Use:**

Data is collected in order to administer your account with us and improve and customize the service we provide to you. We do not sell, rent, or otherwise provide your personally identifiable information to any third parties for marketing or advertising purposes. We will not collect, use, or share such information for any purposes beyond educational/school purposes, or as authorized by the district/school, educator, student, or parent.

Under a Buncee Classroom subscription, educator accounts require the completion of the registration form which requests name, email address, gender, date of birth, country, state (if applicable), name of school, unique username, and password. Student sub-accounts and their unique usernames/passwords can only be created manually, by CSV upload, or by class code issued by the subscriber (educator) of the *Buncee Classroom* plan. Educators are not required to submit student email, gender, or birth data. Under a *PebbleGo Create with Buncee* subscription or a *Buncee for Schools & Districts* subscription, classes, educator accounts, and student accounts are created by syncing the School/District's roster data through Google



Classroom or Microsoft Office 365 with the Buncree application, or by manually uploading the applicable roster data in .csv format.

The purpose of data processing is to allow Capstone to provide the requested Services to the District and perform the obligations under our Agreement. More specifically, the purpose of processing data is to enable school oversight and ensure appropriate structure and interaction within a school account. The processing of data enables the interaction, communication, creation and sharing within the classroom/school/district account; allows educators and/or administrators to monitor accounts, set permissions and deliver educational content; allows educators to differentiate and personalize a student's educational experience; and provides the admin-educator-student hierarchy within the account. Capstone requires data capture and use for the following reasons:

- To confirm the identity of students and educators/administrators
- To provide educational services and content
- To allow subscribers to create and manage classes, personalize and differentiate instruction, and monitor and assess student progress
- To allow subscribers to monitor and safeguard student welfare
- To allow subscribers to set creation and sharing permissions and privacies schoolwide
- To inform existing subscribers about feature updates, site maintenance, and programs/initiatives (does not include subaccounts)

Capstone does not sell, rent, or otherwise provide personally identifiable information to any third parties for marketing or advertising purposes. Additionally, Capstone will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on Capstone by state and federal laws and regulations.

#### **Access and Disposal:**

A parent, eligible student, educator or principal may challenge the accuracy of the data that is collected. They are entitled to ask the following:

- What information Capstone holds about them and why
- If there is data that is inaccurate that may need to be corrected
- How they can gain access to that information
- How they can keep it up to date
- How Capstone is protecting their data

All requests should be made via email at [privacy@capstonepub.com](mailto:privacy@capstonepub.com). The Data Privacy Administrator will then verify the identity of anyone making a request before handing over any information.



Account information will be retained by Capstone only to the extent necessary to fulfill its obligations under the Agreement and Capstone may take steps to destroy such data when it determines, in its discretion, that the data is no longer needed for the purposes for which it was disclosed. In any event, Capstone reserves the right to delete and destroy account data, including but not limited to User Content and information from or related to Education Records, thirty-six (36) months from the date of the earliest to occur of the following: (i) termination or expiration of this Agreement, (ii) your failure to pay fees in accordance with the terms of this Agreement, or (iii) a user account shows no user activity for a period of six (6) months. Capstone may retain copies of data related to your use of the Capstone Digital Products, including User Content, to the extent it deems is necessary to comply with applicable laws, resolve disputes, enforce its legal agreements or policies, or verify and validate any requests made by you. It is the educator's and/or the school/district's responsibility to maintain and retain any student information, including Education Records, pursuant to and in accordance with any laws, rules, regulations, policies, or obligations applicable to you and/or your School/District.

### **Compliance:**

***Children's Online Privacy Protection Act (COPPA)***, per <http://www.coppa.org/coppa.htm?>

Capstone is a COPPA Compliant Platform, and is committed to protecting the privacy of the children who access this platform. The Buncee platform participates in the iKeepSafe COPPA Safe Harbor Certification program, which ensures that practices surrounding the collection, use, maintenance, and disclosure of personal information from children under the age of 13 are consistent with principles and requirements of the Children's Online Privacy Protection Act (COPPA). After undergoing a rigorous review of our data security and privacy procedures, [iKeepSafe](#), which operates one of the six safe harbor programs approved by the FTC, awarded the Buncee platform the iKeepSafe COPPA Safe Harbor Certification. This certification makes it easy for parents and schools to identify that the Buncee platform is compliant with COPPA.

***Family Educational Rights and Privacy Act (FERPA)***, per

<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?>

Capstone is committed to maintaining the confidentiality of student education records. We have developed, implemented, and will maintain technical and physical security measures in order to safeguard student records. Capstone does not collect information including but not limited to, the following: personnel records, social security numbers, credit card numbers, expiration dates, PINs, card security codes, financial profiles, bank routing numbers, medical data, student identifiers, student gender, student grade, race/ethnicity, IDEA Indicator, limited English proficiency status, section 504 status, and Title I Targeted Assistance Participation. Further, we do not sell, rent, or otherwise provide any personally identifiable information to any third parties for marketing purposes.

***Student Online Personal Information Protection Act (SOPIPA)***, per [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201320140SB1177](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB1177)

Capstone is committed to protecting the privacy of students, and therefore does not share/use student data for targeted advertising on students for a non-educational purpose. We do not sell, rent, or otherwise provide personally identifiable information to any third parties for marketing



or advertising purposes. Capstone also adheres to deletion guidelines addressed by SOPIPA and will delete a student's information at the written request of the school/district.

***Children's Internet Protection Act (CIPA)*** - Capstone addresses the Children's Internet Protection Act through the implementation of our own safe search parameters for all users that are performing web searches from within the Buncee platform or mobile application. All searches performed from within the Buncee platform are internally filtered in order to protect children from harmful online content.

***Privacy Act*** - Capstone does not collect information including, but not limited to, the following: personnel records, social security numbers, credit card numbers, expiration dates, PINs, card security codes, financial profiles, bank routing numbers, medical data, student identifiers, student gender, student grade, race/ethnicity, IDEA Indicator, limited English proficiency status, section 504 status, and Title I Targeted Assistance Participation. Further, we do not sell, rent, or otherwise provide any personally identifiable information to any third parties for marketing purposes. Student sub-accounts created by a *PebbleGo Create with Buncee* subscriber, *Buncee Classroom* subscriber or a *Buncee for Schools & Districts* subscriber are private by default and will only be visible to the subscriber, not to other Users. User data is stored in secure and managed cloud servers, accessible only to the internal team via secure shell. User data backups are performed routinely and securely backed on the cloud. Stale data copies are permanently purged. Furthermore, sensitive data like passwords are encrypted using bcrypt algorithm which is based on the secure blowfish encryption algorithm.

***Protection of Pupil Rights Amendment***, per <https://www2.ed.gov/policy/gen/guid/fpco/ppra/index.html>

Capstone does not perform surveys, analyses, or evaluations which may reveal personal information about minor students. Furthermore, for accounts known to be student accounts, we do not send service or promotional communications from Capstone.

***EU General Data Protection Regulation (GDPR)***, per

[https://ec.europa.eu/commission/priorities/justice-and-fundamental-rights/data-protection/2018-reform-eu-data-protection-rules\\_en](https://ec.europa.eu/commission/priorities/justice-and-fundamental-rights/data-protection/2018-reform-eu-data-protection-rules_en)

Capstone is compliant with the EU General Data Protection Regulation (GDPR), and provides users with the following data protection rights if their Personal Information is protected by the EU General Data Protection Regulation (GDPR):

- a. Right of access, correction, and portability -- The right to access, correct, update, or delete your Personal Information, as well as the right to transfer data from one service provider to another.
- b. Right to be informed -- The right to be informed before data is gathered. You must opt in for data to be gathered, or to receive marketing updates and emails.
- c. Right to be forgotten -- The right to request to have data deleted if you are no longer a customer or wish to withdraw parental consent.



- d. Right to restrict processing -- The right to contest the accuracy of your personal information and maintain that while your information can remain intact, your data should not be used for processing.
- e. Right to object -- The right to object to the processing of your personal information for direct marketing purposes.
- f. Right to report -- The right to make a complaint to the relevant Supervisory Authority. A list of Supervisory Authorities can be found here: <https://dataprivacymanager.net/list-of-eu-data-protection-supervisory-authorities-gdpr/>

**California Consumer Privacy Act (CCPA)**, per <https://oag.ca.gov/privacy/ccpa>

Capstone is compliant with the California Consumer Privacy Act (CCPA) and provides users with the following data protection rights if their Personal Information is protected by the California Consumer Privacy Act (CCPA):

- The [right to know](#) about the personal information a business collects about them and how it is used and shared;
- The [right to delete](#) personal information collected from them (with some exceptions);
- The [right to opt-out](#) of the sale of their personal information; and
- The [right to non-discrimination](#) for exercising their CCPA rights.

**Personal Information Protection and Electronic Documents Act (PIPEDA)**, per

<https://www.priv.gc.ca/en/>

Capstone follows the [10 fair information principles](#) to protect personal information, which are set out in Schedule 1 of PIPEDA. By following these principles, we build trust in our business and in the digital economy.

The principles are:

1. [Accountability](#)
2. [Identifying Purposes](#)
3. [Consent](#)
4. [Limiting Collection](#)
5. [Limiting Use, Disclosure, and Retention](#)
6. [Accuracy](#)
7. [Safeguards](#)
8. [Openness](#)
9. [Individual Access](#)
10. [Challenging Compliance](#)

**NYSED Law 2-d, "The Parent Bill of Rights for Student Data Privacy Act"**, per

<https://www.nysenate.gov/legislation/laws/EDN/2-D>



Capstone is compliant with NYSED Law 2-D. We do not sell or release a student's personally identifiable information for any commercial purposes, and give parents the right to inspect and review the complete contents of their child's records. Capstone is in compliance with the five criteria the law requires, and provides users with the following data protection rights if their Personal Information is protected by NYSED Law 2-D:

- Purpose: the exclusive purpose for which the data will be used
- Protection: how Capstone ensures that contractors, persons or entities that the third party product shared student, principal or educator data with, if any, will abide by data protection and security requirements employed by Capstone
- Disposal: how student, principal or educator data is disposed after the expiration of the agreement with the district
- Correction: how a parent, eligible student, educator or principal may challenge the accuracy of the data that is collected
- Location: where the student, principal or educator 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

For more information about Capstone's commitment to protecting you and your data online, you can access our Privacy Policies here: <https://www.capstonepub.com/support/privacy-central>