

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Baldwinsville Central School District (hereinafter “School District”) and Onshape, a business unit of PTC Inc. (hereinafter “Contractor”) entered into an agreement dated 4/2/2024 (hereinafter “Agreement”) for the provision of Onshape Education (hereinafter “Services”).

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

Security Certifications: Onshape maintains a SOC 2, Type II report which describes a system of controls relevant to the security, availability and confidentiality of the Onshape service. The Onshape SOC 2 report is available under NDA.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

(a) Encryption of all data in motion via TLSv1.2. (b) Encryption of all data at rest with the AES-256 algorithm. (c) Dedicated security and operations teams monitoring the Onshape service 24x7. (d) Full set of internal controls around security, confidentiality and availability are described in Onshape's SOC 2, Type II report.

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.
- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.

- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

Specify date of each training

As part of its onboarding for new hires and its Compliance program PTC/Onshape requires that all employees and contractors are trained on data protection security and confidentiality standards and regulations.

Contractor provides periodic role-based training to individuals with access to PII, including, but not limited to training on the state and federal laws that protect personally identifiable information, and how individuals can comply with such laws. Contractor will provide training to subcontractors or ensure that its subcontractors provide annual training.

5. Subcontractors (check one):

Contractor shall not utilize subcontractors.

Contractor shall utilize subcontractors. Contractor shall manage the relationships and contracts with such subcontractors in the following ways in order to ensure personally identifiable information is protected:

Sub-contractors are subject to vendor risk management before having access to any PTC, Inc. systems or data (including its customers' data). All of PTC's Affiliates are bound to adhere to terms similar to those set out in this Agreement.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.

Onshape follows or exceeds industry best practices for protecting Student Data in transit and at rest. Onshape continuously monitors all environments for signs of intrusion, corruption, and data exfiltration. Onshape regularly performs penetration tests and network scans to look for vulnerabilities. Any issues detected are ticketed and any high severity issues will invoke Onshape's Security Incident Response Plan. The incident response plan documents containment, mitigation, recovery and communication steps that must be followed.

7. Termination of Agreement.

a. Within _____ days of termination of the Agreement, Contractor shall:

Return all data to the School District using _____; OR

Transition all data to a successor contractor designated by the School District in writing using _____; AND


b. Within 30 days of termination of the Agreement, Contractor shall delete or destroy any and all remaining student data or teacher or principal data in its possession;

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of 4/2/2024.

CONTRACTOR

DocuSigned by:



By: Charles Dunn

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Title: SVP, Global Data Privacy Officer