- 7. Educational agency workers that handle PII will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect PII. f
  - 8. Educational agency contracts with Quizizz that receive PII will address statutory and regulatory data privacy and security requirements.

BY Quizizz - Connor Pierson

Title: Head of Marketing

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# Supplemental Information about this Master Agreement between School or District and Quizizz

School or District has entered into a Master Agreement with Quizizz, which governs the availability to the School or District of the following products or services: Quizizz software, and/or apps, and/or technology tools, and/or web-services.

Pursuant to the Master Agreement (which includes a Data Sharing and Confidentiality Agreement), the School or District may provide to Quizizz, and Quizizz will receive, personally identifiable information about students and/or teachers and principals that is protected by Section 2-d of the New York Education Law ("Protected Data").

# **Exclusive Purposes for which Protected Data will be Used:**

The exclusive purpose for which Quizizz is receiving Protected Data from the School or District is to provide the School or District with the functionality of the products or services listed above. Quizizz will not use the Protected Data for any other purposes not explicitly authorized above or within the Master Agreement.

#### **Oversight of Subcontractors:**

In the event that Quizizz engages subcontractors or other authorized persons or entities to perform one or more of its obligations under the Master Agreement (including subcontracting hosting of the Protected Data to a hosting service provider), it will require those subcontractors or other authorized persons or entities to whom it will disclose the

Protected Data to execute legally binding agreements acknowledging their obligation under Section 2-d of the New York Education Law to comply with all applicable data protection, privacy and security requirements required of Quizizz under the Master Agreement and applicable state and federal law and regulations.

Duration of Agreement and Protected Data Upon Termination or Expiration: ● The Master Agreement commences on 4/27/2022 and may be terminated by either party upon request to the other party.

- Upon expiration of the Master Agreement without renewal, or upon termination of the Master Agreement prior to its expiration, Quizizz will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Quizizz or any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by the School or District, Quizizz will assist the School or District in exporting all Protected Data previously received back to the School or District for its own use, prior to deletion, in such formats as may be requested by the School or District.
- In the event the Master Agreement is assigned to a successor Quizizz (to the extent authorized by the Master Agreement), the Quizizz will cooperate with the School or District as necessary to transition Protected Data to the successor to Quizizz prior to deletion.
- Neither Quizizz 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, Quizizz and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide the School or District 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 the School or District to Quizizz, by contacting the District regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may request to challenge the accuracy of data provided to Quizizz by following the appeal process in the School or District's applicable Plan.

#### **Data Storage and Security Protections:**

Any Protected Data that Quizizz receives will be stored on systems maintained by Quizizz, or by a subcontractor under the direct control of Quizizz, in a secure data center facility located within the United States. The measures that Quizizz (and, if applicable, its subcontractors) will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework, and safeguards associated with industry standards and best practices including, but not limited to,disk encryption, file encryption, firewalls, and password protection.

### **Encryption of Protected Data:**

Quizizz (and, 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 that complies with Section 2-d of the New York Education Law.