



Data Processing Agreement

Buncee provides those schools governed under the General Data Protection Regulation (GDPR) with a Data Processing Agreement ("**Agreement**") between the Local Education Agency ("**LEA**") and Buncee LLC (the "**Company**"), both agreed to as "**The Parties**", in addition to our [Privacy Policy](#).

WHEREAS

- (A) The Local Education Agency ("**LEA**") acts as a Data Controller.
- (B) Buncee LLC (the "**Company**") acts as a Data Processor.
- (C) The LEA wishes to subcontract certain Services, which imply the processing of personal data, to the Company.
- (D) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing with the Regulation (EU) 2016/679, Article 28 of the General Data Protection Regulation (GDPR).
- (E) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

"**Agreement**" means this Data Processing Agreement and Buncee's Terms of Service and Privacy Policy, which are available at <https://app.edu.buncee.com/terms-privacy#terms>;

"**Contracted Data Processor**" means a Subprocessor;

"**Data Controller**" means an educator, school, or district that contracts as a customer with Buncee to provide Buncee's services to its educators, administrators, and students;

"**Data Protection Laws**" means EU Data Protection Laws, New York State Education Law §2-d and, to the extent applicable, the data protection or privacy laws of any other country;

"**Data Transfer**" means:

- a. a transfer of LEA Personal Data from the LEA to the Company; or
- b. an onward transfer of LEA Personal Data to a Contracted Processor

"**EEA**" means the European Economic Area;



"**EU Data Protection Laws**" means prior to May 25, 2018, EU Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (Directive); and on and after May 25, 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**"); and Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and applicable national implementations, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

"**GDPR**" means EU General Data Protection Regulation 2016/679;

"**LEA Data**" means any Personal Data processed by the Company on behalf of the LEA in the course of providing services pursuant to or in connection with the Principal Agreement;

"**Services**" means the services the Company provides.

"**Subprocessor**" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

The terms "**Commission**", "**Controller**", "**Data Subject**", "**Member State**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR.

2. Scope and Applicability

This Agreement is applicable only to the extent that the Company processes LEA Data that originates from the EEA, and/or that is subject to the EU Data Protection Laws on behalf of the LEA as a Data Processor in order to provide Services per this Agreement.

3. Processing of LEA Personal Data

3.1 Per this Data Processing Agreement, the Local Education Agency ("**LEA**") acts as a Data Controller and Bunceee LLC (the "**Company**") acts as a Data Processor. The Company shall process LEA Data with the LEA's consent in order to provide the Services pursuant to this Agreement. (i) The consent obtained from adults has been freely given; (ii) the consent obtained from minors are obtained from a parent or legal guardian of the minor; and (iii) the LEA has a mechanism



in place to demonstrate the grants of consent, and will, upon request, be able to provide this to the appropriate legal authority within the EU.

3.2 The Company shall process the LEA Data for the purposes described in this Agreement in accordance with the LEA's instructions. Any processing of LEA Data by the Company outside the scope of this Agreement shall require written authorization between the LEA and the Company.

3.3 Personal data** that is submitted to Buncee, more specifically personally identifiable information ("PII"), may include:

- Names of individuals
- Email addresses
- Dates of birth
- 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 (teacher) of the plan, and is able to create unique usernames/passwords for their students. They are not asked to submit student email or birth data. Under a *Buncee for Schools & Districts* plan, classes, teacher accounts, and student accounts are created by syncing Google Classroom roster data with Buncee, Microsoft Office 365 roster data with Buncee, or by manual upload via CSV file, 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.

3.4 The Company provides the LEA with a digital platform to create projects, presentations, lessons, reviews, assignments, and more. Along with the Company's vast library of assets and functionality, users are able to upload and/or create personal pictures, video and audio recordings within their Buncee creations.

3.5 The purpose of data processing under this Agreement is to allow the Company to provide the requested Services to the LEA and perform the obligations under this Agreement. More specifically, the purpose of processing data is to enable school oversight and ensure appropriate structure and interaction within a school account on buncee.com. 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. Bunceee 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)

3.6 The Company utilizes Subprocessors to process LEA Data on the LEA's behalf. The Subprocessors currently engaged by the Company and authorized by the LEA are Amazon Web Services, Mixpanel, Google Analytics, Salesforce, Mailchimp, Digital Ocean, and Hotjar. (i) The Company shall enter into a written agreement with the Subprocessor requiring the Subprocessor to uphold data protection practices that protect the LEA Data to the standard required by the Data Protection Laws; (ii) will remain responsible for that compliance with the obligations of this Agreement; and (iii) will remain responsible for any acts or omissions by the Subprocessor that cause the Company to breach any of its obligations under this Agreement. LEA agrees that by agreeing to this Agreement, it has reviewed all Subprocessors utilized by the Company and authorizes the Company to use those Subprocessors. The Company will notify the LEA of any changes that are made to the Company's Subprocessors.

4. Company Personnel

The Company shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the LEA Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant LEA Data, as strictly necessary for the purposes of this Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Company, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

5.1 The Company shall, in relation to the LEA Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.



5.2 In assessing the appropriate level of security, the Company shall take account of the risks associated with processing LEA Data, in particular, from a Personal Data Breach.

5.3 LEA acknowledges that the Company may update and/or modify security measures provided that such updates and/or modifications do not degrade the security of the LEA Data.

6. Data Subject Rights

6.1 The Company shall assist the LEA by implementing appropriate technical and organizational measures to fulfill the obligations under the GDPR, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 The Company shall (i) promptly notify the LEA if it receives a request from a Data Subject or applicable data protection authorities under any Data Protection Law in respect of LEA Data, unless legally prohibited to do so; (ii) provide reasonable cooperation to assist the LEA to respond to requests from a Data Subject or applicable data protection authorities related to the processing of LEA Data under the Agreement; and (iii) determine that it is the responsibility of the LEA to verify the identity of the Data Subject making the request before the Company will respond to any request.

6.3 If a law enforcement agency sends the Company a demand for LEA Data (i.e. through a court order or subpoena), the Company shall attempt to redirect the law enforcement agency request directly to the LEA, unless legally prohibited to do so.

7. Personal Data Breach

7.1 The Company shall notify the LEA without delay upon the Company becoming aware of a Personal Data Breach affecting LEA Personal Data, providing the LEA with sufficient information to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 The Company shall cooperate with the LEA and take reasonable steps as directed by the LEA to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Deletion or Return of Company Personal Data

Upon written notification from the LEA to terminate the account, the Company shall promptly delete or return to the LEA all LEA Data in its possession or control, unless a student and/or parent has created an individual account with the Company and wishes to retain their account information. This shall not apply if



the Company is required by an applicable law to retain some or all of the LEA Data.

9. Audit rights

9.1 The Company shall make available to the LEA upon written request all information necessary to demonstrate compliance with this Agreement and the relevant requirements of Data Protection Laws, and shall allow for and contribute to audits, including inspections by the LEA or a third-party auditor appointed by the LEA in relation to the Processing of the LEA Data.

9.2 Following the receipt of a written audit request, the Company and the LEA will discuss and agree on the reasonable start data, scope and duration, and security and confidentiality controls of the requested audit.

9.3 The Company may charge a fee for any audit to cover the costs of such audit. The Company will provide the LEA with specific details of any applicable fee in advance of such audit. The LEA will be responsible for any fees charged by their appointed third-party auditor, if applicable, to perform any audit.

9.4 The Company may object to any third-party auditor appointed by the LEA under Section 7.5.2(a) if the Company feels that the third-party auditor is (i) not qualified; (ii) not independent; (iii) a competitor of the Company; (iv) otherwise unsuitable. An objection by the Company will require the LEA to appoint another third-party auditor.

9.5 The Company will not be required to disclose to the LEA or its third-party auditor any information that may (i) compromise the security of the Company or the Company's systems, (ii) cause the Company to breach its obligations under the Data Protection Laws or its privacy/security obligations to the LEA, (iii) be information requested for any reason other than the Company's fulfillment of obligations under the Data Protection Laws.

10. Data Transfer

The Company may transfer LEA Data to the United States where it will be processed. At all times, the Company shall provide adequate levels of protection of LEA Data, and LEA Data will be processed in accordance with the requirements under the Data Protection Laws

11. General Terms

11.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("**Confidential Information**") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:



- disclosure is required by law
- the relevant information is already in the public domain

11.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, by mail or by email to the address or email address set out in the heading of this Agreement, or at such other address as notified from time to time by the Parties changing addresses.