

Student Data is held by Contractor pursuant to the Service Agreement, Contractor shall respond within thirty (30) calendar days to the EA's requests for access to Student Data so the EA can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify the EA and refer the Parent or Eligible Student to the EA.

2. Bill of Rights for Data Privacy and Security.

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the EA is required to post the completed Exhibit B on its website.

ARTICLE IV: MISCELLANEOUS

1. Priority of Agreements and Precedence.

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

2. Execution.

This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

EDUCATIONAL AGENCY	CONTRACTOR
BY: Fillmore CSD	BY: Ed
Mike Dodge	Tom Owen
Superintendent	President - Sumdog Inc
Date: 7/6/26	Date: 29/06/2026

security and privacy contract requirements will be implemented over the life of the contract;

- i. Provide a signed copy of this Bill of Rights to the Fillmore Central School District thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.
8. This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department Chief Privacy Officer, as well as emerging guidance documents.

CONTRACTOR	
[Signature] <i>Mike Dodge</i>	<i>Tom Owen</i>
[Printed Name] <i>Mike Dodge</i>	Tom Owen
[Title] <i>Superintendent</i>	President - Sumdog Inc
Date: <i>7/6/26</i>	29.June.2026

EXHIBIT B

BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY - SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	Sumdog Ltd
Description of the purpose(s) for which Contractor will receive/access PII	To provide an adaptive educational SaaS mathematics platform that helps develop mathematical fluency
Type of PII that Contractor will receive/access	Check all that apply: ☒ Student PII ☐ APPR Data
Contract Term	Contract Start Date: June 30, 2026 Contract End Date: June 30, 2027

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EDUCATIONAL AGENCY	CONTRACTOR
BY: <i>Michel Dk</i>	BY: <i>Ed</i>
<i>Mike Dodge</i>	Tom Owen
<i>Superintendent</i>	President - Sumdog Inc
Date: <i>7/6/26</i>	Date: 29/06/2026

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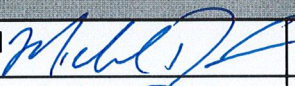
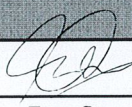
CONTRACTOR	
[Signature] 	
[Printed Name] <i>Mike Dodge</i>	Tom Owen
[Title] <i>Superintendent</i>	President - Sumdog Inc
Date: <i>7/6/26</i>	29.June.2026

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