

EXHIBIT B
The New York Addendum

This New York Addendum (“Addendum”) is entered into as of the Effective Date (defined below) between Apple and [Your Institution] (“Institution,” “You,” or “Your”). This Addendum is a part of the Apple School Manager Agreement executed pursuant thereto by Institution and Apple (the “Agreement”). All capitalized terms used in this document but not defined shall have the meaning set forth in the Agreement. To the extent of any conflict or inconsistency between this Addendum and the terms of the Agreement, this Addendum will govern. Apple’s obligations under this Addendum are in addition to, and not in lieu of, its obligations in the rest of the Agreement.

1. In compliance with New York Education Law §2-d, Apple hereby assures and warrants it shall:
 - a. Limit internal access to Personal Data to those individuals determined to have legitimate educational interests in such access;
 - b. Not use Personal Data for any other purposes than those explicitly authorized in the Agreement;
 - c. With the exception of Apple Personnel and representatives, employees, personnel of Sub-processors of Apple carrying out their obligations pursuant to this Agreement, not disclose Personal Data to any other party without the prior written consent of the parent or eligible student, unless (i) otherwise permitted by this Agreement or (ii) required by statute or court order, in which case Apple will provide notice to You prior to disclosure, unless providing such notice is expressly prohibited by statute or court order;
 - d. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Personal Data in its custody; and
 - e. Use encryption technology and other commercially reasonable means (such as firewalls and password protection) to provide reasonable protection for Personal Data from unauthorized disclosure.
2. Apple’s protection of Personal Data reflects the Institution’s Parents Bill of Rights, a copy of which is attached hereto and incorporated into the Agreement as Exhibit C.
3. Apple will take appropriate steps to ensure compliance with security procedures by its officers, employees, and Sub-processors who will have access to Personal Data, including the provision of appropriate training on applicable laws governing confidentiality. Apple shall ensure that any persons authorized to process Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Service.
4. Upon termination of the Agreement without renewal, Apple shall, if requested by Institution, assist Institution in exporting all electronically stored shared Personal Data previously received back to Institution. Thereafter, Apple shall promptly securely delete and/or dispose of Personal Data remaining in the possession of Apple or Sub-processors.
5. Personal Data shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes by Apple or its Sub-processors.
6. As stated in Section 3D of the Agreement, Apple will (i) notify Institution, without undue delay and as required by law, if Apple becomes aware that Institution’s Personal Data has been altered, deleted or lost as a result of a Data Incident; and (ii) take reasonable steps to minimize harm and secure the Personal Data. In the case Institution is legally obligated to notify a parent,

eligible student, teacher or principal of a Data Incident due to the unauthorized release of Personal Data by Apple or its Sub-processor, Apple shall promptly reimburse the Institution for the reasonably and necessary costs of such notification.

EXHIBIT C
Parents Bill of Rights

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

[Institution] is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, [Institution] 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](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 or by submitting a form at: <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

APPENDIX

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, [Institution] has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to “student data” and/or “teacher or principal data,” as those terms are defined by law.

Each contract the [Institution name] enters into with a third party contractor where the third party contractor receives student data or teacher or principal data will include the following information:

- (1) the exclusive purposes for which the student data or teacher or principal data will be used;
- (2) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (3) when the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (4) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and

(5) where the student data or teacher or principal 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, including whether such data will be encrypted.

Apple Inc.

Phil M. Selva Signature

Sr VP Marketing Title

5-15-20 Date