

Wasabi FERPA Addendum

This FERPA Addendum (the “Addendum”) is entered into as of the date last written below (the “Addendum Effective Date”), by and between Wasabi Technologies LLC (“Wasabi”) and **Belfast Central School** (“you” or “Customer”) and supplements the scope of the Customer Agreement entered into as of **January 9, 2024** (the “Agreement”).

WHEREAS Wasabi and Customer entered into the Agreement pursuant to which Customer is authorized to use the Service;

WHEREAS the parties now wish to add terms applicable to FERPA compliance;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements of the parties hereto, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Terms Applicable to Educational Institutions

1. HIPAA Compliance. The Wasabi Service is HIPAA compliant, details of which are found at <https://wasabi.com/hipaa-white-paper/>.
2. FERPA Compliance. The Wasabi Service is FERPA compliant, details of which are found at <https://info.wasabi.com/ferpa>.
3. Location of Servers. Wasabi agrees to locate all servers used to provide the Wasabi Service to you in the United States.
4. Disaster Recovery and Business Continuity. Wasabi shall maintain and implement disaster recovery and business continuity plans and procedures (the "Plan") to ensure the continuing availability of the Wasabi in accordance with the Agreement throughout the Term. Wasabi shall actively test and review the Plan on an annual basis, and as necessary as determined in Wasabi’s discretion, update the Plan using industry best practices as guidance. Any future updates or revisions to the Plan shall be no less protective than the Plan in effect as of the Effective Date of the Agreement. Wasabi provides a high degree of redundancy in each data center to protect against failures of individual elements. For scenarios that required geo-redundancy between data centers, Wasabi provides an optional bucket replication capability that allows you to replicate the content of your storage data from a primary data center to a backup data center. When this feature is used, your storage data is resident in both a primary and backup data center. By having your storage data resident in both a primary and backup data center, Recovery Point Objective and Recovery Time Objective times are minimized. In the event of a failure of the primary data center, access to data in the backup data center is immediately available. However, your storage application will need to point to the backup data center as opposed to the primary data center
5. Technical Support Response. Wasabi responds to technical support requests as follows:

| Response Matrix for Ticket | | | | |
|----------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Time | Severity 1 | Severity 2 | Severity 3 | Severity 4 |
| Response | 15 Minutes | 30 Minutes | 4 Hours | 10 business days |
| In Progress | 15 Minutes | 1 Hour | 48 Hours | 10 business days |
| Return to Service | ASAP | 24 Hours | As Necessary | As Necessary |
| Resolution | Identified by Action Plan | Identified by Action Plan | Identified by Action Plan | Identified by Action Plan |

Standard Severity Definitions

| | |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Severity 1 - Critical | End-customer's usage of the Wasabi service is inoperable, or is at a severely reduced level of functionality resulting in an adverse impact on normal business operations and no immediate workaround or resolution is available. Customer agrees the incident will be worked continuously with the End-customer until resolved. |
| Severity 2 - Severe | End-customer is experiencing intermittent failure or performance degradation which has limited End-customer's normal business operations. These incidents are time sensitive and critical to productivity, but do not cause an immediate work stoppage. No workaround is available and operations can continue in a limited capacity. |
| Severity 3 - Medium | Conditions are defined as a minor Incident that can be worked around without major impact to End-customer's normal business operations. |
| Severity 4 - Low | Minor/Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems) |

The response matrix applies from the time the ticket is received by Wasabi, and only applies to Wasabi customers using the paid Premium Support plan

5. Response to Legal Orders, Demands or Requests for Data. Upon receipt of valid legal process (the "Legal Request"), Wasabi will attempt to redirect the requesting third party to you to acquire any of Your Content and/or request that the third party notify you of its Legal Request. If Wasabi's redirecting efforts are unsuccessful, Wasabi will, where legally permitted to do so, provide commercially reasonable notice to you of the Legal Request, prior to disclosure of any Your Content, which would include a copy of the Legal Request received by Wasabi from the third party. Wasabi will thereafter respond to the Legal Request in the time permitted, unless you have taken appropriate legal steps (i.e., Motion to Quash or Motion for a Protective Order) to stop or limit Wasabi's response. The provisions of this Section 5 will survive the expiration or termination of the Agreement. With respect to any Legal Request served on you for which you intend to respond, you have access to, and may extract for itself, Your Content. If you are unable to access Your Content using the tools and documentation provided by Wasabi, then, upon request, Wasabi will provide commercially reasonable assistance to enable you to obtain for yourself Your Content.

6. Access to Data. You shall have the right, at all times during the Term, for any reason whatsoever, in your sole discretion, to access, copy and/or remove any and all Your Content. All of Your Content, is automatically downloaded to a geographically-removed backup site, free of charge and accessible by you, on a daily basis. You may access, copy and/or remove any or all of Your Content by the features of the Wasabi Service. In addition, in connection with your response to a discovery request or other action related to a legal proceeding, governmental request, or a claim or demand made pursuant to the United States Copyright Law or otherwise, upon receipt of written request from you, Wasabi will provide you with any existing logs or other information reasonably requested and applicable to you.

7. Financial Information. During the Term, upon your reasonable request, we will provide you with information, as determined in our reasonable discretion, to enable you to assess Wasabi's financial stability and strength, as well as its ability to fully perform its obligations under the Agreement.

8. Wasabi Personnel. Wasabi will ensure that its employees, agents, and contractors who perform services under the Agreement receive annual instruction and/or training sufficient to enable them to effectively comply with the provisions of the Agreement. Further, Wasabi performs the following background checks on all personnel who have potential to access Your Content. Background checks will consist of

- A. Social Security Number ("SSN") Validation and Trace, or foreign equivalent;
- B. Seven (7) year felony and misdemeanor criminal records of federal, state, or local records (as applicable) for job related crimes;
- C. Office of Foreign Assets Control List (OFAC);
- D. Bureau of Industry and Security List (BIS); and
- E. Office of Defense Trade Controls Debarred Persons List (DDTC)

9. Data Security and Integrity.

- a. Measures. Wasabi will employ reasonable and appropriate administrative, physical, and technical safeguards, to secure Your Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access, improper disposal, and from all anticipated threats or hazards to its security and integrity. Such measures will meet or exceed any and all requirements of applicable law and be no less protective than those used to secure Wasabi's own confidential data, and in no event less than reasonable in view of the type and nature of the data involved. Simultaneous with an Authorized User's upload or deposit of Your Content to the Wasabi Service, Wasabi will automatically encrypt Your Content and cause Your Content to thereafter remain encrypted, at all times. You shall be the sole custodian of the decryption keys.
- b. Standards. Wasabi shall refrain from storing or transmitting Your Content via e-mail or other electronic means, except in encrypted form using AES or RC4 encryption algorithms with a key length of at least 128 bits. Wasabi has established, will during the term maintain, and shall comply with a written data security policy and program applicable to the Wasabi Service that is in alignment with the ISO/IEC 27000 series of standards, the ISO/IEC 27002 code of best practices for information security management, and ISO 27001 standards for the establishment, implementation, control, and improvement of the information security management system.
- c. Provision of Information. Wasabi will provide information reasonably requested by you regarding Wasabi's security practices and policies. At your request, Wasabi will make available to you a description of its methods and procedures to safeguard and/or make secure the Wasabi Service. You may conduct your own security or intrusion testing of the Wasabi Service with the express written permission of Wasabi (which permission will not be unreasonably withheld, delayed, or conditioned).
- d. Security Incident Response. Upon becoming aware of any unlawful access to any of Your Content stored on Wasabi equipment or in Wasabi facilities, or unauthorized access to such equipment or facilities reasonably expected to result in loss, disclosure, or alteration of Your Content (each a "Security Incident"), Wasabi will use commercially reasonable efforts to:
 - i. Notify you of the Security Incident within 24 hours of discovery;
 - ii. Investigate the Security Incident and provide you with detailed information about it;
 - iii. Take reasonable steps to mitigate the effects of, and to minimize any damage resulting from, the Security Incident; and

Take prompt and appropriate corrective action aimed at preventing the occurrence of a similar Security Incident in the future.

e. Security Audits.

The security of the data centers from which Wasabi provides the Wasabi Service to you ("Service Locations") are audited at least once a year. These audits shall:

- i. Be performed according to appropriate industry security standards (i.e. third-party Service Organization Control Reports, SOC 1 and SOC2); and
- ii. Result in the generation of an audit report ("Service Location Audit Report"), which will address the control procedures used at the Service Locations.

Upon your advance written request, no more frequently than once per 12-month period, Wasabi will provide access to you, on a confidential need-to-know basis, a redacted version of the then-current Service Location Audit Report so that you can reasonably verify the security standards under the Agreement. Wasabi may remove any information from the Service Location Audit Report or other audit report that may compromise the security of Wasabi's information technology environment or the confidentiality of any third-party confidential information.

f. Insurance. Throughout the Term of the Agreement, Wasabi will maintain the following minimum amounts of insurance and shall provide certificates of such insurance:

- o Workers' compensation, at statutory minimums;
- o Commercial general liability, including contractual liability, with a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

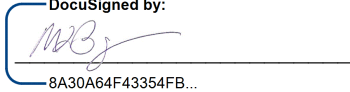
- Professional liability ("errors and omissions") with a minimum of \$2,000,000 per occurrence;
- Crime insurance with a minimum of \$1,000,000 per occurrence; and
- Cyber liability insurance with a minimum of \$1,000,000 per occurrence


10. No other terms or conditions of the Agreement shall be amended, revised or otherwise changed as a result of this Addendum. Terms used herein but not defined shall have the meaning provided in the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Addendum by their authorized representatives as of the Addendum Effective Date.

By: Wasabi Technologies LLC

Customer: **Belfast Central School**

Signature: 8A30A64F43354FB...

Signature: 

Name: Michael Bayer

Name: Wendy Butler Ed.D.

Title: Chief Financial Officer

Title: Superintendent

Date: January 10, 2024

Date: 1/9/24