

AMENDMENT TO SOFTWARE LICENSING AND SUPPORT AGREEMENT

This Amendment to the Software Licensing and Support Agreement (“Amendment”) is made and entered into as of the date of last signature below (“Amendment Effective Date”) by and between MML Software LTD d/b/a Finance Manager, with offices at 45 Research Way, Suite 207, East Setauket, NY 11733 (“Finance Manager”), and the Broome Tioga Board of Cooperative Educational Services with offices at 435 Glenwood Road, Binghamton, New York 13905-1699 (“Broome-Tioga BOCES”), hereinafter referred to individually as a “Party” and collectively the “Parties.”

WHEREAS the Parties executed the Software Licensing and Support Agreement, together with associated addenda (“Agreement”);

WHEREAS the Software Licensing and Support Agreement contained a data privacy exhibit (the “Data Privacy Exhibit”);

WHEREAS the Parties desire to amend the Agreement and Data Privacy Exhibit to allow Broome-Tioga BOCES to continue receiving the Services and document Finance Manager’s updated Data Privacy and Security Plan;

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings contained herein, the Parties agree as follows:

1. Amendment

- 1.1. The following language is added to the end of Section 2 “Installation, Training, Support” of the Agreement:

Upon request, Finance Manager agrees to provide new Broome-Tioga BOCES support staff with remote trainings on the areas of Finance Manager’s software offerings that they will be focused on.

- 1.2. The second paragraph of Section 5 “License Fees” of the Agreement is hereby deleted in its entirety and replaced with the following:

Broome-Tioga BOCES shall pay all invoiced amounts within sixty (60) days from the date of the invoice. In the event that Broome-Tioga BOCES fails to make payment within the specified timeframe, Finance Manager reserves the right to charge interest on any outstanding balance at a rate of .75% per month until full payment is received. Fees for major upgrades to the software will be negotiated between the parties. Major software upgrades include mandatory software upgrades, additional software modules, and platform modifications.


Broome-Tioga BOCES reserves the right to dispute any invoice in good faith, provided that Broome-Tioga BOCES makes such dispute before the invoice due date and withholds payment on only those portions of the invoice regarding which it has a good faith dispute. Finance Manager agrees to work with Broome-Tioga BOCES in good faith during the term of the Agreement to resolve such payment disputes that may arise.

The price of the services provided under this contract shall not increase by the greater of (i) the increase in the Consumer Price Index (CPI) as published by the US Department of Labor for the most recent 12-month period prior to the renewal term; and (ii) 5% each year. Any increase beyond this limit shall require the prior written approval of both parties to this agreement *at least 30 days before* the following year's pricing is required to be provided. If the price increase is approved, the new price shall be set forth in a written amendment to this contract.


- 1.3. The Finance Manager Data Privacy and Security Plan and Finance Manager Data Privacy and Security Plan Internal Guidelines in the Data Privacy Exhibit are hereby deleted in their entirety and replaced with the Finance Manager Data Privacy and Security Plan in Schedule 1 attached to this Amendment.
- 2. **General.** The Agreement and Data Privacy Exhibit, together with all addenda by and between the Parties, shall remain in full force and effect in accordance with their terms except as explicitly varied by language of this Amendment. All capitalized terms not otherwise defined herein will have the meaning set forth in the Agreement.
- 3. **Conflict.** In the event of any conflict between this Amendment and the other documentation by and between the Parties at it relates to the hosting services, the terms of this Amendment will control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Amendment Effective Date.

MML SOFTWARE LTD D/B/A FINANCE MANAGER

By:  _____
 Name: Mercedes Burgos
 Title: President
 Date: 2/22/2024

BROOME-TIOGA BOCES

By:  _____
 Name: Christine Choi
 Title: Executive Operations Officer
 Date: Feb 23, 2024

SCHEDULE 1

DATA SECURITY AND PRIVACY PLAN

I. Data Security and Privacy Plan

A. Definitions

Unless otherwise specified herein, all capitalized terms will have the meaning given to them in New York Education Law 2-d and any implementing Regulations of the Commissioner of Education.

B. General

When processing Student Data and Teacher or Principal Data (“Protected Data”), Finance Manager:

- i. Follows policies and procedures compliant with (i) relevant state, federal, and local data security and privacy requirements, (ii) relevant contractual requirements between Finance Manager and the Educational Agency; and (iii) the Educational Agency’s data security and privacy policy;
- ii. Implements commercially reasonable administrative, technical, operational, and physical safeguards and practices to protect the security of Protected Data in accordance with relevant law (*see* Section C below);
- iii. Follows policies compliant with the Educational Agency Parents’ Bill of Rights and Parents’ Bill of Rights Supplemental Information;
- iv. Annually trains its officers and employees who have access to Protected Data on relevant federal and state laws governing confidentiality of Protected Data; and
- v. In the event any vendors are engaged to process Protected Data, manages relationships with vendors to contract with vendors to protect the security of Protected Data in accordance with relevant law.

C. Safeguards

Finance Manager maintains reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its possession, including the following:

- i. Finance Manager identifies reasonably foreseeable internal and external risks relevant to its administrative, technical, operational, and physical safeguards;
- ii. Finance Manager regularly assesses the sufficiency of safeguards in place to address identified risks;
- iii. Finance Manager adjusts its security program in light of business changes or new circumstances;

- iv. Finance Manager regularly tests and monitor the effectiveness of key controls, systems, and procedures; and
- v. Finance Manager follows policies to protect against the unauthorized access to or use of Protected Data, including a written information security (WISP) and data protection policy.

D. Training

Finance Manager trains personnel with access to Protected Data on the federal and state laws governing confidentiality of such data prior to their receiving access and annually thereafter.

E. Vendors

In the event that Finance Manager engages any vendor to process Protected Data, it will (i) conduct due diligence and appropriate risk assessments before first allowing the vendor to access Protected Data, (ii) perform appropriate oversight of such vendor throughout the engagement with the vendor; and (iii) require its vendors to agree to contractual terms to protect Protected Data, including by obligating the vendor to abide by all applicable data protection and security requirements for Protected Data.

F. Data Security and Privacy Incidents

- i. Finance Manager will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, by following an Incident Response Plan (IRP) for identifying and responding to incidents, breaches, and unauthorized disclosures. Vendor provides notice to Educational Agencies in accordance with its IRP and applicable laws.
- ii. In the event of a potential breach or unauthorized disclosure by Finance Manager and/or third-party subcontractor(s) of personally identifiable information, as that term is defined in Education Law §2-d (“personally identifiable information”), Broome-Tioga BOCES reserves the right to recommend engaging a neutral third-party vendor to conduct an investigation. If Broome-Tioga BOCES recommends the engagement of a neutral third-party vendor, and Finance Manager engages a neutral third-party vendor, Finance Manager shall be responsible for incurring the fees associated with contracting with the neutral third-party vendor to conduct the investigation.
- iii. Finance Manager shall provide payment for any expenses incurred in connection with any breach or unauthorized disclosure of personally identifiable information under this agreement.
- iv. **Response time:** If Broome-Tioga BOCES reports a potential unauthorized release or access of personally identifiable information via the Finance Manager software, Finance Manager shall respond to Broome-Tioga BOCES within 48 hours. The response shall include an initial assessment and an estimated timeline for resolution, which will be provided within 48 hours. If Finance Manager discovers the unauthorized release or access of personally identifiable information, Finance Manager must notify Broome-Tioga BOCES as soon as practicable but in any event

no later than 48 hours post-discovery. In investigating any potential unauthorized release or access of personally identifiable information, both parties agree to follow the applicable NYS laws and regulations, including but not limited to Education Law 2-d.

- v. **Communication plan:** In the event of a breach or unauthorized disclosure as described above, Finance Manager shall provide Broome-Tioga BOCES with a communication plan outlining how they will communicate with Broome-Tioga BOCES throughout the investigation and resolution. This plan shall include the names and contact information of Finance Manager's designated point of contact, as well as any relevant technical staff, and a description of the information that will be communicated.
- vi. **Escalation procedure:** If Finance Manager is unable to complete the resolution of the breach or unauthorized disclosure within the agreed-upon timeframe, or if it poses a significant risk to Broome-Tioga BOCES, as reasonably identified by Broome-Tioga BOCES, and reasonably agreed to by Finance Manager, Finance Manager shall escalate to the appropriate level of management within Finance Manager's organization. If it remains unresolved thirty (30) days after escalation, Broome-Tioga BOCES may terminate the contract with notice
- vii. **Reporting:** Finance Manager shall provide Broome-Tioga BOCES with a written report, including an analysis of the root cause and their plan to prevent this from occurring in the future.

G. Annual Provision of Data Security and Privacy Plan

Finance Manager shall provide Broome-Tioga BOCES with a written data security and privacy plan compliant with Education Law 2-c and 2-d, redacting any sensitive information, that is accurate, complete, and meets industry standards. Finance Manager acknowledges that the data security and privacy plan is a material part of this Agreement.

H. Annual Summary of Assessment/Certification Information

Finance Manager shall provide an annual summary of its cybersecurity posture, including any assessments, certifications, or roadmaps related to the NIST Cybersecurity Framework (CSF) or a similar industry standard upon request. The summary shall include, at a minimum, an overview of Finance Manager's current cybersecurity controls and a roadmap for increasing Finance Manager's cybersecurity posture. Failure to provide the summary with this Agreement may be considered a breach of this contract.

I. Return and/or Destruction of Protected Data

Finance Manager will implement procedures for the return, transition, deletion and/or destruction of Protected Data as follows: Finance Manager deletes all Protected Data within ninety (90) days of expiration or termination of the Agreement. For clarity, the Educational Agency, and not Finance Manager, stores and maintains all production copies of Protected Data.






Finance Manager - BT BOCES Amendment to Software Licensing and Support Agreement 24.01.22 (10610410.1) data privacy

Final Audit Report

2024-02-23

Created:	2024-02-23
By:	Lisa Besemer (lbesemer@btboces.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9IRi0YcLm7wA7Ock3zaENOL7nemA5wB

"Finance Manager - BT BOCES Amendment to Software Licensing and Support Agreement 24.01.22 (10610410.1) data privacy" History

-  Document created by Lisa Besemer (lbesemer@btboces.org)
2024-02-23 - 3:43:45 PM GMT- IP address: 74.67.103.67
-  Document emailed to Christine Choi (cchoi@btboces.org) for signature
2024-02-23 - 3:44:22 PM GMT
-  Email viewed by Christine Choi (cchoi@btboces.org)
2024-02-23 - 3:45:51 PM GMT- IP address: 104.47.56.254
-  Document e-signed by Christine Choi (cchoi@btboces.org)
Signature Date: 2024-02-23 - 3:47:14 PM GMT - Time Source: server- IP address: 216.162.18.1
-  Agreement completed.
2024-02-23 - 3:47:14 PM GMT