

WINCAP IMPLEMENTATION AND SUPPORT CENTER AGREEMENT

This Agreement is made as of the 11th day of July, 2023 by and between Capital Computer Associates, Inc. DBA as Harris School Solutions (hereinafter "CCA"), a New York corporation with its offices at 2429 Military Road, Suite 300, Niagara Falls, NY 14304 and the Southern Westchester BOCES (hereinafter "BOCES"), a body corporate and politic under the laws of the State of New York with its principal offices located at 17 Berkley Drive, Rye Brook, NY.

WHEREAS, CCA has developed application software known as WINCAP for the business and human resource management aspects of New York school districts and has otherwise developed expertise in the field of both computer application software and school management software; and

WHEREAS, BOCES has personnel, computer resources and expertise in delivering computer related services and support to school districts through the BOCES' Regional Information Center (hereinafter "RIC") and RIC can provide such school districts the opportunity to acquire products and services at substantial cost savings; and

WHEREAS, RIC desires that CCA provide a version of the WINCAP application software that is ready for delivery to local school districts through the RIC's application support services facilities, and

WHEREAS, it being in the mutual best interests of the parties hereto and school districts for such school districts to be able to have the option of obtaining the WINCAP set of applications programs through RIC, by establishing the RIC as a WINCAP Implementation and Support Center.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS.

1.1. WINCAP. The term WinCap shall refer collectively to the proprietary computer software programs designed and developed by CCA for support of school business and human resource management functions, the components of which are identified in Exhibit A of this Agreement, and any subsequent versions thereof which RIC may acquire from CCA, and which may be referred to alternatively as the Licensed Software within this agreement. However, this agreement shall be limited to the version of the WinCap application software as it has been developed for the Microsoft Windows Server operating platform utilizing the Microsoft Visual FoxPro programming language and database management system, which is the only version of WinCap that exists as of the date of this agreement. Any other versions of the WinCap software that might be developed for other operating systems, or which utilize other programming languages or data management systems, would be subject to the terms of a separate agreement.

1.2. RIC Service Area. Shall refer to the public and non-public school districts in the specific BOCES regions that have been designated to be served by the RIC pursuant to policies established by the State Education Department, rules of the Commissioner of Education, and/or provisions of the Education and Municipal Laws of New York State. For the purposes of this agreement, this may include any school district with whom the RIC may legally enter into BOCES service agreements, whether or not that district is in the RIC's formally defined service region, so long as the sublicensed school district deems that the RIC can effectively serve its needs. Any exclusivity and marketing provisions of this contract, however, shall apply only to those public school districts that are "components" of the specific BOCES that comprise the RIC's defined service area pursuant to section 1950 of NYS Education Law and any amendments thereof.

1.3. End User Software License Agreement. A separate agreement that shall be executed by

the individual school districts sublicensing WinCap through the RIC, acknowledging the terms related to their use of the Licensed Software.

1.4 WinCap Application Server. The operating platform for deploying WinCap, configured to the standards established or approved by CCA. The Application Server shall refer collectively to the central/server and related peripheral hardware devices and to the third-party software which is required for the successful operation of the hardware configuration and the WinCap application software and utilized to facilitate the RIC's and CCA's ability to deliver support services associated with WinCap and the operating platform.

1.5 School District. K-12 public and non-public educational institutions. Public school districts are those defined pursuant to NYS Education Law. Boards of Cooperative Education Services are specifically excluded from the definition of school district. The Big 5 city school districts of Buffalo, Rochester, Syracuse, Yonkers and New York are also specifically excluded from the definition of school district for the terms of this agreement.

1.6 Platform Support and Maintenance. Activities related to the configuration and setup of the WinCap Application Server, its integration within the School District's network environment so as to provide access to the WinCap application to the end-users specified by the School District, and to ensuring the ongoing operation of the operating platform or access to the School Districts data maintained within the WinCap application software, including disaster recovery services.

1.7 Source Code. The specific programming instructions and machine language that provide the functionality for the entry, processing and reporting of the data that is to be maintained by end users within the licensed application written in some formal programming language which is in human readable form and can be compiled automatically into object code.

1.8 Application Software Support. Activities related to the setup and configuration of the licensed software (including data conversions), user training, and other direct assistance provided to end users to assure their effective use of the licensed software. This shall also include the coordination of Disaster Recovery activities among all parties, meaning working directly with the various end-users at the school district sublicensing WinCap through the RIC and with the parties providing platform support and maintenance services to determine the appropriate course of action to be taken to restore working access to WinCap and the district's data in the event of an Application Server failure or power failure, or due to corruption of the district's data.

1.9 End Users. The individual School Districts sublicensing WinCap through the RIC and any individuals that those School Districts have provided access to the WinCap application software or the WinCap Application Server.

1.10 Disaster Recovery. The activities to be undertaken to restore access to the WinCap application software and the individual district's data maintained within WinCap in the event of an Application Server failure or power failure, or due to corruption of the district's data.

1.11 Cut-Over Date. The term "Cut-Over Date" shall mean the earliest effective date for transactions to be posted in each specific subsystem or module of the Licensed Software.

1.12 References to RIC. All references to RIC shall apply to the BOCES as the legal entity to which the terms of this agreement shall apply.

2. GENERAL SUBJECT MATTER OF THE AGREEMENT.

2.1 Subject to specific provisions hereinafter set forth, the purpose of this agreement is to establish RIC as a non-exclusive provider to School Districts of: (1) a (sub)license to utilize WINCAP; (2) support for that application software; and (3) Platform Support for the equipment and operating software necessary to utilize the WINCAP applications program. In order to enhance the number of users of WINCAP, this agreement will also involve marketing responsibilities within the RIC's service region.

3. GRANT OF LICENSE AND RIGHT TO SUBLICENSE.

3.1 CCA hereby grants to RIC for the term of this agreement a non-exclusive license to the WINCAP application program and the right to issue sub-licenses for WINCAP to School Districts within its defined Service Area.

3.2 WinCap's most current version at the time of the execution of this agreement shall be the version licensed pursuant to Section 3.1. In the event during the term of this agreement newer versions of WINCAP are issued by CCA, including, but not limited to, additional modules adding new functionality or enhancements to existing modules, then the grant of the license set forth above shall be deemed amended to include all new versions of the WINCAP software. The right to sublicense shall be concomitantly amended with respect to new versions and/or new modules of the WINCAP software.

3.3 The licensing and sublicensing rights granted herein shall include the right to utilize CCA's trademarks with respect to the WINCAP software, the right to make copies of the software for distribution to School Districts pursuant to the sublicense rights granted herein upon a School District entering into an End User Software License Agreement in the form attached hereto as Exhibit B. To the extent CCA, as part of its installation duties to School Districts, provides necessary copies of the software, the right of RIC to make copies shall be limited concomitantly. The rights to use all relevant documentation, except Source Code, including the right to provide copies of such documentation to School Districts pursuant to the sublicensing rights granted herein is included within the licensing and sub-licensing rights granted herein. The license granted to the RIC for the WinCap software shall be limited to activities related to providing Application Software Support services during the term of this agreement and shall not include use of the software to maintain or process information for the operation of the RIC or its own BOCES organization.

3.4 The rights granted herein do not include the right to modify or enhance the software, the right to private label the software, the right to translate the software into a different computer language or a foreign language, or the right to distribute pursuant to the sublicenses, the WINCAP software and documentation without CCA's trademark and copyright notices on all copies thereof.

4. TRAINING AND INSTALLATION.

4.1 CCA shall provide training to the RIC staff as such staff exists on a day certain which will be agreed in writing to be the initial training period. CCA shall provide the days of training with respect to WINCAP operation and troubleshooting specified in Exhibit G. Such training shall take place at CCA's Albany office or such other site as specified by CCA. The training shall include the matters set forth on Exhibit G, and the initial training period shall not be less than the period of time it takes for CCA to deliver this training, through standard training classes offered by CCA for this purpose, to the RIC staff so identified at the outset of the initial training period.

4.2 If RIC desires additional or different staff persons to be trained after the initial training period, then such training as is necessary to have such personnel fully competent to fulfill the duties imposed upon RIC under this Agreement shall be provided at a location mutually agreed upon by RIC and CCA and there shall be imposed fees for such additional training at the per diem rate as set forth in Exhibit D attached hereto, unless the parties mutually agree in writing to another fee amount.

4.3 Upon a School District entering into a BOCES service contract to procure a sublicense to use WinCap and receive support services through the RIC, RIC shall notify CCA of the necessity of installation procedures by submitting the System Activation and Initialization Form, hereto attached as Exhibit C.

4.4 CCA shall provide a copy of WINCAP software for such School District to RIC and CCA shall take appropriate action to issue a system activation password key that will activate the portions of that copy of the software for the modules for which the sublicense has been granted, once the sublicensed district has acknowledged the terms of the End User License Agreement that will be presented to them at their first logon to the WinCap software and entry of the appropriate activation password key that has been assigned by CCA.

4.5 Configuration of the Application Server upon which the software is to reside shall be performed either by CCA, RIC or a third-party vendor that has been authorized by CCA to provide WINCAP Platform Support services.

4.6 RIC, CCA, or an authorized third-party provider of WINCAP Platform Support services as defined in paragraph 7.2, shall install hardware, operating system software and networking devices so as to enable the WINCAP software to be fully operational at the School District. RIC shall be solely responsible for coordinating the activities of CCA, itself and any authorized third-party provider so as to ensure proper installation as of the Cut-Over Date.

4.7 RIC shall provide the training to School District staff on the use and operation of the WINCAP software as set forth in Exhibit I herein.

4.8 In order to fulfill its training and other Application Software Support service responsibilities as set forth in this Agreement, the RIC shall: (a) maintain a WINCAP Application Server environment configured to provide the same operating platform environment as would exist for the end users licensed to use WinCap and with adequate resources allocated to effectively support the number of concurrent users engaged in training at any one time and utilizing separate training or test data sets as well as the user support activities conducted by the RIC's application support staff; and (b) maintain a training lab with a sufficient number of student workstations that can utilize the WINCAP Application Server and ancillary hardware. This Application Server environment shall provide for the maintenance of the data sets utilized for system demonstrations and for user training, test data sets for RIC support staff to utilize for support purposes, and any copies of the data sets that the RIC might wish to maintain for its School Districts that have sub-licensed WinCap. The Application Server resources that are allocated for these support and training purposes shall be sufficient to assure that the use of the server for training and to perform other Application Support services shall not be adversely affected by other processing activities conducted on that server, nor shall these training and support activities adversely effect the use of WinCap by end users that have been sub-licensed to use WinCap. The RIC shall define in writing the WinCap Application Server resources that it will allocate for conducting end-user training and system demonstrations and for use by RIC support staff to provide direct support services to the end-users that have sub-licensed WinCap, and this written documentation shall become a part of this agreement as Exhibit N.

5. INFORMATION SHARING AND MARKETING EFFORTS.

5.1(a) The parties shall make efforts to jointly provide information related to the WINCAP software to School Districts within the RIC's service region. Such joint efforts shall include mailings, personal visits and demonstrations.

5.1(b) CCA personal visits, demonstrations and phone conversations related to WinCap with school districts within the RIC service region shall be conducted in a professional manner.

5.2(a) RIC shall make individual efforts to share information related to WinCap consistent with its available personnel and the manner which it shares information related to other school district administrative software applications, by responding to telephone inquiries, making personal visits to School Districts upon request, and by performing demonstrations of the WINCAP software. System demonstrations shall be conducted utilizing a current version of the WinCap application software through the RIC's WinCap Application Server described in paragraph 4.8. RIC shall coordinate participation by CCA staff in these demonstrations as appropriate to assist the school districts in making decisions regarding their choice of application software. CCA acknowledges that RIC may sub-license and support other school administrative software applications at the same time as it does so for WinCap and that it cannot specifically promote any one product. CCA's expectation is only that the RIC shall present information regarding WinCap consistent with the manner in which it presents the other products the RIC supports.

(b) CCA shall provide the RIC with general materials concerning the WinCap application software, including descriptions of system features and functionality and a current list of school districts and BOCES that have licensed the WinCap application software. CCA shall also assist the RIC in preparing demonstration data sets for use on the RIC's Application Server, provided the RIC informs CCA of the need for such at least ten (10) working days in advance of the scheduled demonstration. CCA will also make its own staff available to participate in demonstrations scheduled by the RIC for groups of school districts within the RIC's service region, provided the RIC requests such participation at least twenty (20) working days in advance of the scheduled demonstration.

5.3 CCA shall make direct marketing efforts generally throughout the State of New York with respect to WINCAP. The RIC agrees that CCA can and may share information and marketing materials directly through the WINCAP application.

5.4 Notwithstanding the above, the parties agree that each individual School District within the RIC Service Area is free to contract for WINCAP and associated Application Software Support and Platform Support services directly from CCA or through RIC at its choice. If the School District desires to work directly with CCA, CCA will not in licensing WinCap software to new clients in the RIC Service Area vary from its prevailing license fee schedule. The current fee schedule is included as Exhibit E.

6. APPLICATION SOFTWARE SUPPORT AND MAINTENANCE.

6.1 For each sublicense between a School District and RIC, RIC shall provide Application Software Support and maintenance services as detailed in Exhibit H. This shall include the coordination of WINCAP Disaster Recovery activities among all parties providing Application Software Support and Platform Support services and the end users in the effected School Districts sub-licensing WinCap

6.2 CCA shall provide additional application support services to RIC to assist it in providing such application software support services as described on Exhibit F.

6.3 RIC shall be solely responsible for coordinating the process related to data collection and conversion from the existing software applications and systems utilized by individual School Districts sub-licensing WinCap so as to ensure proper data conversion as of the Cut-Over Date. For conversions which are accomplished by RIC staff through the use of standard data import routines provided within WinCap, RIC will not be required to pay CCA any additional fees beyond those stated for application sub-licensing and for individual School District application support services. RIC may contract with CCA, for an additional fee as detailed in Section 10.7, to utilize a custom data conversion program that has already been created by CCA to convert the data maintained within a particular third-party application program.

6.4 RIC may contract with CCA to write a data conversion program for a particular School District and have CCA work with RIC support staff and the School District to achieve data conversion or may contract with CCA to have a data conversion program written for a particular third-party applications program and, thereafter, perform all data conversion tasks directly.

6.5 Crystal Reports is a supplemental application software component to WinCap which is third party software, and which must be offered as an option to School Districts either by RIC or, if it declines to do so, by CCA directly to each School District.

6.6 RIC may, upon advance written approval by CCA, provide to any BOCES within its service region WinCap application support services which would supplement the services provided by CCA under the terms of the End User License and Support Agreement that exists between CCA and the individual BOCES. RIC must request in writing CCA's approval in advance of providing such services, with such request providing details of the proposed service arrangement between the RIC and the individual BOCES, so as to help avoid duplication of effort and confusion among all of the parties and end-users. Permission for the RIC to provide non-duplicative supplemental application support services to BOCES shall not be unreasonably withheld by CCA. Any arrangement that would change the application support service responsibilities defined in the End User License Agreement between CCA and the individual BOCES, making the RIC rather than CCA the primary provider of WinCap support services to a BOCES must be authorized through a separate written agreement involving RIC, CCA and the individual licensed BOCES.

7. PLATFORM SUPPORT AND MAINTENANCE.

7.1 RIC, at its option, may offer Platform Support and maintenance to each School District which it offers a WINCAP sublicense. If it so opts, then RIC agrees to provide the services defined in Exhibit M and CCA shall provide the services described in Exhibit K and the initial training as described in Exhibit L. If it so opts to offer such Platform Support and maintenance services to School Districts, RIC may also provide the services defined in Exhibit M to the individual BOCES within the RIC service area that have been licensed to use WinCap under the terms of a separate End User License and Support agreement that exists between CCA and the individual BOCES.

7.2 In the event RIC determines it will not be offering Platform Support for all School Districts within its defined Service Area to which it sublicenses WINCAP, CCA may provide these services directly to these School Districts or through a third-party other than RIC which CCA has authorized to provide WinCap Platform Support services.

7.3 Whether RIC provides Platform Support or such Platform Support is provided by CCA or a third-party authorized by CCA, RIC shall be fully responsible to coordinate the commencement and continuation of Platform Support so as to ensure to the School District and CCA that the platform upon which WINCAP operates shall be fully operational so as to allow WINCAP to perform the functions for which it is licensed. RIC shall also be responsible, whether or not it is providing Platform Support, for coordinating all activities related to Disaster Recovery as defined within this agreement for the School Districts to which it is providing Application Support Services pursuant to paragraph 6.1.

8. INTELLECTUAL PROPERTY RIGHTS.

8.1 WINCAP, its documentation and all copies thereof, shall remain the exclusive property of CCA and RIC shall have no right, title or interest therein except as expressly set forth in this Agreement. As new versions, enhancements, fixes or modules are provided, CCA continues to be the sole owner of WINCAP in its modified and enhanced form.

8.2 RIC shall not disassemble, recompile, reverse engineer or otherwise take any action inconsistent with CCA's exclusive ownership in the WINCAP software, or permit others to do so.

8.3 It is understood and acknowledged that RIC shall not have any right to obtain the source code for WINCAP under any circumstances except as set forth in this paragraph.

(a) If demanded by RIC, CCA shall, within sixty (60) days after such demand, deposit the Source Code for the WINCAP software with an escrow agent ("Escrow Agent"), at the expense of the RIC. Such Escrow Agent shall be a company regularly engaged in the business of acting as Escrow Agent for computer software. In addition, not later than every twelve (12) months thereafter, CCA shall deposit with the Escrow Agent a version of the WINCAP source code with all revisions, corrections, changes, modifications, and enhancements made to the escrowed Source Code. The copy of the Source Code held by the Escrow Agent shall be reproduced and maintained on magnetic tape or disk using a commonly accepted data recording protocol.

(b) Such arrangement with the Escrow Agent shall be governed by a standard escrow agreement between such Escrow Agent and CCA (the "Escrow Agreement"). CCA shall name RIC in the Escrow Agreement as a contingent beneficiary of a restricted, non-transferable, non-exclusive, non-sublicensable technology and Source Code license set forth in the Escrow Agreement

(c) The foregoing license in favor of RIC shall only become effective upon certain events (the "Triggering Events"). The Triggering Events shall include: (i) CCA or its successor in interest has ceased its ongoing business operations of WINCAP software, or the sale, licensing, maintenance, and support of WINCAP software; (ii) CCA or its successor in interest voluntarily files for a petition for relief under Chapter 7 of the United States Bankruptcy Code; (iii) the filing of an involuntary petition under Chapter 7 of the United States Bankruptcy Code against CCA or its successor in interest that is not dismissed within ninety (90) calendar days after its filing. The scope of such contingent license shall be limited to a reasonable number of copies required for RIC's internal use for maintenance and operations purposes only, and RIC would be required as a condition of such license to maintain and secure such

copies on a confidential basis in the same manner as it treats its own similar information, but in no case with less than reasonable care.

(d) License of Source Code held in escrow shall be effected by Escrow Agent to RIC only after sixty (60) days from the date of RIC's written notice of Triggering Event. RIC's notice of a Triggering Event shall be delivered by certified mail, return receipt requested to CCA at the address noted above. RIC's notice to Escrow Agent shall be simultaneously delivered CCA by the same method at the address noted above. If CCA or its successor in interest provides objective evidence to the Escrow Agent that the Triggering Event specified has not occurred, then there shall be no release from escrow of the source code.

(e) In the event that (i) RIC ceases to utilize the WINCAP software or (ii) the termination or expiration of the WINCAP program license agreement, or (iii) upon termination of this Agreement by consent of CCA and RIC, then RIC shall be removed as a named contingent beneficiary of the Source Code in the Escrow Agreement.

(f) In the event of any conflict between this Agreement and the Escrow Agreement, this Agreement shall control.

8.4 RIC acknowledges that WINCAP and the documentation are unpublished works upon which CCA holds the sole and exclusive copyright. RIC shall maintain CCA's copyright notice on the WINCAP software documentation and shall reproduce such notice on all copies of WINCAP and the documentation, and upon all tangible medium such as tapes, disks and diskettes in the same manner as provided on the materials comprising WINCAP received from CCA.

8.5 RIC acknowledges that the WINCAP and documentation license hereunder include valuable trade secrets and confidential information which are owned by CCA. RIC agrees that it will not use this information in any way not allowed by this agreement, that it will not disclose this information to anyone other than its own employees who require access, except to the extent permitted by the right to grant sublicenses, and that it will maintain and protect the confidentiality of this information and that it will take all necessary proper precautions to prevent any unauthorized use or disclosure of this information.

8.6 In the event any suit is brought against RIC based upon a claim that WINCAP infringes upon any United States copyright, trade secret, patent or other property right of any third-party, RIC's exclusive remedy and CCA's only obligation shall be for CCA, at its sole option, to (i) defend RIC at CCA's expense, against a claim of infringement, (ii) procure the right of RIC to continue to use WINCAP and documentation, (iii) as to any infringing software or documentation, terminate the license granted in this agreement and refund a pro-rata share of any previously paid license fees amortized over a five (5) year term, or (iv) in the event Vendor is unable to resolve the infringement claim by (i),(ii) or (iii) then in such event Vendor shall indemnify RIC against all economic damages arising from such infringement claim. RIC shall promptly notify CCA of any claimed infringement and shall otherwise cooperate and assist CCA in fulfilling CCA's obligation under this paragraph. CCA shall have the right to control any legal action for a claim it elects to defend. CCA shall have no liability for any claim of patent, trademark, trade secret, copyright infringement based on (i) the use other than the then-latest version of WINCAP from CCA, (ii) the use or combination of WINCAP with software not specifically recommended or provided by CCA, or (iii) any modification or attempted modification of WINCAP made by anyone other than CCA.

8.7 RIC agrees that it will not grant access to:

- (a) any server and/or platform utilized to operate the WINCAP software to any other vendor of software products or services without CCA's consent in writing in advance of such access; and
- (b) any server and/or platform to utilize and operate the WINCAP software unless CCA has determined that said server or platform is a proper configuration to utilize WINCAP.

8.8 RIC acknowledges that CCA has created a web-site for on-line access to its proprietary documentation for its End Users, including a "help manual" for which a password is required for access. RIC agrees that if it modifies for training purposes such documentation or help manual it can no longer be represented as a work of CCA. It is also agreed by RIC that it may not publish the help manual and training manual either in the original CCA-created form or in a derivative form modified by RIC without password protection and then only for utilization by WINCAP licensees and only after the same has been approved by CCA.

8.9 All such servers and workstations on which WinCap resides or through which WinCap is accessible shall be password protected and no access shall be granted to any persons not proper representatives of RIC or School District, and not to any third party software vendor.

8.10 CCA's proprietary rights shall be conveyed to sub-licensed school districts through the End User License Agreement that will be presented to each sub-licensed school district at their first logon to the WinCap software and acknowledged through their entry of the appropriate system activation password key assigned by CCA to the sub-licensee.

8.11 The provisions of this Agreement relating to Intellectual Property Rights shall survive termination of the Agreement or any reason.

9. TRANSITION SERVICES.

9.1 It is understood that as of the effective date of this agreement RIC will not be fully qualified to perform all of the functions which are called for it to perform as a WINCAP Implementation and Support Center. It is also understood that there will be periods when, due to turnover of RIC staff or due to the fact that demand for services might exceed the capacity of RIC staff to effectively deliver WinCap-related services, that RIC might require assistance from CCA to meet requests from School Districts within the RIC Service Area for implementation and/or support of WinCap.

9.2 Until such time as the RIC is able to effectively setup and configure School Districts which it has sub-licensed to use WinCap, and during periods when BOCES requires assistance due to staffing deficiencies relative to demand for WinCap implementation services, RIC may request that CCA directly assist with the setup and implementation of WinCap for those individual School Districts wishing to implement WinCap. For each subsystem or module for which CCA actively participates in setup, configuration and user training, RIC shall pay CCA a fee to be mutually agreed to in writing by CCA and RIC prior to the commencement of implementation activities, and the written agreement shall delineate the specific services to be provided by CCA and the specific fees for such. The services which CCA would provide in this regard include those related to application setup and configuration, data conversions, and district central office staff training. The RIC will assume help-desk and direct end user support responsibilities as of the cutover date, or the provisions of 9.3 shall also apply.

9.3 In the event that RIC is unable to fulfill its user support responsibilities for Application Software Support as defined in Exhibit H due to staff turnover or demand which exceeds its capacity to effectively

deliver these services, RIC may request that CCA provide help-desk and other application software support services, for a specified period, directly to individual districts within the RIC Service Area that the RIC has sub-licensed to use WinCap. In such case, RIC shall pay CCA the application support and software maintenance fees as per Exhibit E and Section 10.11, pro-rated for the specific period that CCA is requested to provide these services to the specific districts that RIC has requested that CCA provide these services. CCA and RIC may alternately negotiate and mutually agree on service arrangements and fees other than those stated in Exhibit E, provided that the specific services that are to be provided and the negotiated fees and payment terms for such be set forth in a writing signed by both RIC and CCA. In the absence of a signed written alternative agreement the pro-rated fee shall be applicable.

9.4 Until such time as the RIC is able to effectively deliver all of the Platform Support services specified in Exhibit M, or if it should decide not to provide these services itself to all School Districts within the RIC Service Area to which it sublicenses WINCAP, RIC may request that CCA provide these services directly to individual School Districts or the RIC as applicable. In such case, the RIC shall pay CCA fees as per Exhibit E and Section 10.11, pro-rated for the specific period that CCA is requested to provide these services to the specific districts that RIC has requested that CCA provide these services. CCA and RIC may alternately negotiate and mutually agree on service arrangements and fees other than those stated in Exhibit E, provided that the specific services that are to be provided and the negotiated fees and payment terms for such be set forth in a writing signed by both RIC and CCA. In the absence of a signed written alternative agreement the pro-rated fee shall be applicable

9.5 RIC may alternatively request more specific and limited levels of assistance from CCA than those described in 9.2, 9.3 and 9.4 in meeting its support responsibilities during the transition period or periods when staffing deficiencies exist. In such event RIC and CCA shall negotiate and agree in writing the fees for such services.

10. FEES AND PAYMENT.

A. License and Sublicense Fees.

10.1 RIC shall pay to CCA the sum of One and 00/100 (\$1.00) Dollar for its license to utilize WINCAP. The license fee from RIC to CCA shall be due upon the signing of this Agreement and receipt of which is acknowledged.

10.2 RIC shall pay to CCA the fees set forth in Exhibit D for each sublicense granted to a School District within its service region. RIC is free to set a sublicense fee to School Districts in its sole discretion and may retain the difference between the fee it charges School Districts and the fee required to be paid to CCA.

10.3 The payment to CCA for sublicense fees due it from RIC shall be due within sixty (60) days of CCA's presentation of an invoice for each licensed sub-system or module of the WINCAP program in a School District.

B. Training and Installation Fees.

10.4 CCA shall be paid the sum of \$20,625 by RIC for providing such initial training as described in Sections 4.1 and 7.1. Training fees will be invoiced by CCA following each training session as it is delivered to RIC support staff, at the rate of one thousand, three hundred seventy-five dollars (\$1,375.00) per day, but the total billing for this initial training shall not exceed the \$20,625 or a total of 20 days of training. Payment for training is due within sixty (60) days of CCA's invoice to RIC for such training fees. If additional fees are to be charged by CCA for training or for travel and out-of-pocket expenses in connection with such training they shall be agreed to in writing in advance and shall be based on the per diem fee schedule of charges attached as Exhibit D. The RIC shall be entitled to receive one (1) day of training from CCA at the RIC site at no charge during each annual renewal term of this agreement for every full increment of six (6) sub-licensed school districts that have contracted with RIC for application support services.

10.5 The School District shall pay RIC for installation services described in paragraph 4.6 and RIC shall thereafter be responsible for providing payment to CCA or an authorized third party if the RIC does not perform all of such services.

C. Application Support.

10.6 RIC shall pay CCA application support service fees per School District for which the RIC provides such services pursuant to Sections 4.7, and 6.1 according to the fee Exhibit attached hereto as Exhibit D, within sixty (60) days of CCA's presentation of an invoice. RIC may charge application support service fees to such School District in an amount that it, in its sole discretion, establishes and may retain the difference between the fees due CCA and the fees charged to the School District. Any fees charged to BOCES for supplemental application support services which RIC provides to individual BOCES within its service region pursuant to Section 6.6 shall be strictly a matter between the RIC and the individual BOCES.

10.7 (a) If RIC contracts with CCA to convert data maintained with a particular third-party application program pursuant to Section 6.3 or 6.4, then RIC shall pay CCA data conversion fees per School District according to the fee Exhibit attached hereto as Exhibit D. Payment for such data conversion fees due to CCA shall be paid within sixty (60) days of CCA's presentation of an invoice with respect to RIC's use of the particular data conversion routines.

10.7 (b) If RIC contracts with CCA to write a data conversion program for a particular School District and provide services pursuant to Section 6.5, the charges and payment terms shall be negotiated and set forth in a writing signed by both RIC and CCA.

10.7 (c) RIC may charge data conversion fees to School Districts in an amount that it, in its sole discretion, establishes. The School District shall pay RIC for such data conversion services and RIC shall be responsible for thereafter providing payment to CCA as applicable.

D. Platform Support and Maintenance.

10.8 (a) RIC shall pay CCA Platform Support service fees per School District and BOCES for which RIC provides said services pursuant to Section 7.1 according to the fee exhibit attached hereto as Exhibit D. RIC may charge Platform Support service fees to such School District or BOCES in an amount that it, in its sole discretion, establishes and may retain the difference between the fees due CCA and the fees charged to the School District or BOCES.

10.8 (b) RIC shall pay CCA Platform Support service fees per School District for which CCA, or a third-party authorized by CCA, provides said services according to the fee exhibit attached hereto as Exhibit E. RIC may charge Platform Support service fees to such School District in an amount that it, in its sole discretion, establishes and may retain the difference between the fees due CCA and the fees charged to the School District.

10.8 (c) The RIC shall pay CCA the applicable Platform Support Service fees within sixty (60) days of the date that CCA or RIC installs the WinCap application software on a specific Application Server or CCA's presentation of an invoice, whichever is later.

E. Transfer Fees.

10.9 (a) In the event there is a transfer of responsibility for WINCAP Application Software Support from RIC to CCA during the term of this agreement pursuant to 11.2 the School District:

- (1) shall pay to CCA an additional license fee computed as the difference between CCA's established direct license fee in Exhibit E and the license fee originally charged to the RIC for that district
- (2) shall pay to CCA a transfer fee equal to one dollar multiplied by the district's enrollment for grades kindergarten through twelve for the immediately preceding October 1st but not to exceed \$5,000 which fee shall be applied as a credit toward any monies owed on account of such district by RIC to CCA
- (3) shall pay CCA's published rates for services and products without discount.

10.9 (b) In the event there is a transfer of responsibility for WinCap Application Software Support from CCA to RIC during the term of this agreement pursuant to 11.7, then a transfer fee will be assessed if the district has been licensed for the use of WinCap for a period of less than three full years. This transfer fee shall be established by CCA in its separate agreements with the district. The RIC, at its sole discretion, may agree to collect this transfer fee as part of the charges to the district under its BOCES service contract, which shall then be payable by RIC to CCA. If the RIC does not agree to collect this transfer fee, then it will be invoiced directly to the district by CCA and the transfer of support to RIC will not be approved by CCA until this transfer fee has been paid. If a district has been licensed for three or more years, a transfer fee will not be assessed. There will not be a transfer fee applied as it relates to Platform Support fees.

10.9 (c) In the event there is a transfer of responsibility for WINCAP Platform Support to CCA pursuant to 11.3, the School District shall pay CCA's published rates for services without discount.

10.10 Any services to be provided by CCA related to the consolidation and/or conversion of data in conjunction with a client district reorganization (i.e. merger or annexation) shall be at additional charge pursuant to the prevailing fee schedule set forth in Exhibit D.

F. Transition Services.

10.11 In the event CCA provides transitional services described in Sections 9.2, 9.3 and/or 9.4, then the RIC shall pay on behalf of the affected School District(s) the fees that have been mutually agreed upon in writing by CCA and RIC or according to the applicable fee schedule referenced in each section. Such fees shall be due within sixty (60) days of CCA's presentation of an invoice.

G. Crystal Reports Support Services

10.12 The RIC shall pay to CCA the fees set forth in Exhibit D for the specific services that are provided by CCA directly to sub-licensed school districts pursuant to Section 6.5, within sixty (60) days of CCA's presentation of an itemized invoice.

H. Changes in Fees.

10.13 The fee schedules shall be updated or extended by CCA in writing by the first of November preceding their expiration for a one-year term commencing on July 1st of each year during this agreement, and the latest schedule shall become part of this agreement.

I. Timeliness of Payment.

10.14 RIC shall make the payments required of it under paragraph 10 A-10 G within the time periods set forth in such subparagraphs regardless of whether it has billed for or received payment from the School District(s) for such services. RIC shall make such payment on a timely basis regardless of whether or not it has received payment from the School District.

11. TRANSFER OF RESPONSIBILITY.

11.1 The following provisions are intended to allow School Districts freedom of choice in receiving WINCAP support while equitably apportioning the economic costs of any transition from RIC-provided service to CCA-provided service or visa versa.

11.2 In the event a School District is not satisfied with Application Software Support received from RIC, then RIC shall agree to proactively involve CCA in the resolution of the issues identified by the school district. If such collaboration among the parties fails to provide a satisfactory resolution in the sole reasonable discretion of the School District, then the School District shall have the right to terminate its Application Software Support relationship with RIC and obtain such software support directly from CCA. In such a change of Application Software Support responsibility, RIC and the School District shall negotiate in good faith as to whether or not there is a pro-rata transfer of application software support fees to CCA or whether the School District shall pay for additional application software support fees to CCA for the balance of the year for which application software support responsibility is transferred.

11.3 In the event the School District is dissatisfied with the Platform Support services received from RIC, then RIC agrees that it will proactively involve CCA in the resolution of the issues identified by the school district. RIC further agrees that in the event such collaboration among the parties is not successful in resolving the problem in the sole reasonable satisfaction of the School District, then the School District may terminate its Platform Support agreement with RIC and obtain such Platform Support directly from CCA. In that event the School District and RIC shall negotiate in good faith whether or not any pro-rata portion of the Platform Support fees paid to RIC shall be refunded or whether the obtaining of Platform Support from CCA shall be an additional cost to the School District.

11.4 If RIC determines it can no longer properly support a particular School District, it may request a transfer of support to CCA and if CCA accepts such transfer CCA is free to negotiate fees for such support with the individual School District without restriction or credit for past fees paid by the School District to RIC.

11.5 RIC may not transfer their support responsibilities to a third party, only to CCA.

11.6 RIC sub-licenses may not be transferred to another district, except as such other district represents a legally-defined successor entity resulting from reorganization due to legislative action or as approved or ordered by the New York State Commissioner of Education. In the case of a merger or annexation of School Districts where one of the districts has not sub-licensed the application software, and the new School District entity desires to continue to use the application software, the sub-license may be transferred to the new entity upon payment of a new licensee fee applicable to the size of the new district with credit given for prior license fees paid.

11.7 If a School District has licensed WinCap and is receiving Application Software Support services directly from CCA and the School District wishes to enter into an agreement to receive Application Software Support services from the RIC instead, then CCA shall enter into discussions with the RIC to transition support to the RIC. If agreement is reached to do so, then a transfer fee will be assessed as detailed in 10.9 (b) if the district has been licensed for the use of WinCap for a period of less than three (3) full years.

12. WARRANTY.

12.1 CCA warrants to RIC that for the term of this agreement the WINCAP software will perform substantially as specified in the documentation. CCA does not, however, warrant that the WINCAP software will operate uninterrupted or error free, operating in the combination which RIC selects for its use, operate in combination with other software, meet RIC's requirements, or that its use will be uninterrupted. CCA will act diligently to remedy any inaccuracies identified and communicated to CCA by RIC or sub-licensed school districts. RIC is responsible for working with its sub-licensed school districts to verify the correctness and accuracy of all data and calculations and to convey to the district that the district is solely responsible for verifying its correctness and accuracy.

12.2 CCA shall make to end users of WINCAP the Warranty set forth in the End User Software License Agreement attached as Exhibit B hereto and which will be presented to each sub-licensed school district at their first logon to the WinCap software and acknowledged through their entry of the appropriate system activation password key assigned by CCA to the sub-licensee. RIC is not authorized to make any further or different warranties to the End User with respect to the WINCAP software.

12.3 THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, WARRANTIES RELATING TO IN THE QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. TERM

13.1 The license shall begin on the date that the Software and Documentation is received by RIC.

13.2 This agreement is valid for an initial term of no less than one (1) year ending on the following June 30th, commencing upon the date that the Software and Documentation is received by RIC. This Agreement shall renew automatically on an annual school year (July 1 -- June 30) basis unless terminated by mutual written agreement of the parties one hundred and twenty (120) days prior to the expiration of the then current term.

13.3 Such renewal shall be on the same substantive terms and conditions and the signed writing shall modify, by mutual agreement, the compensation required as set forth in paragraph 10. The failure to agree on modified compensation terms shall prevent this Agreement from being renewed and shall not be the subject to an arbitration or court proceeding.

13.4 In the event this agreement is not renewed, RIC shall return to CCA any and all copies of the WINCAP software, all copies of documentation in its possession and any other materials which constitute confidential trade secret or copyrighted material owned by CCA.

13.5 In the event this agreement is not renewed and if there are unexpired software sublicenses to School Districts and/or operating Platform Support and disaster recovery services agreements to the School Districts under which RIC has continuing obligations, it is agreed that such agreements shall be, without the necessity of a further writing, assigned to CCA and CCA shall be solely liable for the completion of such obligations. RIC shall provide all necessary records and materials to CCA for it to fulfill its functions under such continuing agreements.

14. TERMINATION.

14.1 CCA may terminate this agreement upon sixty (60) days written notice based upon RIC's failure to make the payments required to CCA as set forth in this agreement.

14.2 CCA or RIC may terminate this agreement for any reason by one hundred and ninety (190) days written notice to the other party, concurrent with the beginning of a school year, July 1.

14.3 (a) CCA may terminate this agreement upon ninety (90) days written notice and opportunity to cure to RIC on the basis that RIC has substantially failed to provide the services required of it under this Agreement to the School Districts with which it has provided a sub-license for WINCAP. The notice must state with reasonable particularity RIC's deficiencies in service. In the event of such termination, CCA shall not be bound by the restrictions set forth herein with respect to providing services directly to such School Districts or payments to RIC in connection with such direct services.

14.3 (b) RIC may terminate this agreement upon ninety (90) days written notice and opportunity to cure to CCA on the basis that CCA has substantially failed to provide the services required of it under this Agreement to the RIC or to any school districts to which RIC has issued a sub-license for WINCAP. The notice must state with reasonable particularity CCA's deficiencies in service. In the event of such termination, CCA shall not be bound by the restrictions set forth herein in providing services directly to such school districts or payments to RIC in connection with such direct services.

14.4 In the event of a termination pursuant to any of the provisions set forth in 14.1, 14.2, and 14.3 the parties will cooperate with respect to a transition of responsibilities including, but not limited to, transitioning of responsibilities in the same manner as if there had been a non-renewal and the provisions set forth in Section 13.5 were applicable.

14.5 In the event this agreement is terminated for any reason, RIC shall return to CCA any and all copies of the WINCAP software, all copies of documentation in its possession and any other materials which constitute confidential trade secret or copyrighted material owned by CCA.

14.6 If terminated, all fees due shall be payable by the termination date, including any of the initial training fees that may have been deferred over the first thirty-six months of this agreement pursuant to Section 10.

14.7 In the event the RIC decides to no longer offer WinCap Application Software Support services, the license granted to the RIC shall terminate and all district sub-licenses shall be converted to direct licenses with CCA, and CCA shall assume all support requirements.

15. **LIMITATION OF LIABILITY AND TIME PERIOD TO BRING CLAIM.**

15.1 CCA and RIC mutually agree that it is in their mutual best interests to limit their respective liabilities ~~one to~~ another arising from this agreement in the event of its termination. Each party understands and agrees that their liability to the other, regardless of legal theory, shall be limited to direct damages and shall not exceed the return of BOCES' monies paid to CCA or the direct costs of CCA to provide services to RIC in carrying out this agreement. **UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF THE PARTY LIABLE FOR DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

15.2 No action, regardless of form arising out of the transactions under this agreement may be brought by either party against the other more than one (1) year after the cause of action has occurred, or as otherwise provided in Education Law § 3813.

15.3 The limitation of liability as it applies to the sub-licenses issued by RIC to client school districts shall be conveyed to the sub-licensees through the End User License agreement which will be presented to each sub-licensed school district at their first logon to the WinCap software and acknowledged through their entry of the appropriate system activation password key assigned by CCA to the sub-licensee.

16. **ARBITRATION.**

16.1 Any and all disputes arising out of this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association under its Commercial Rules. The arbitration shall take place in the County where the BOCES which is a signatory to this agreement has its principal place of business, and the arbitrator shall have the ability to provide full and complete relief to the prevailing party including, but not limited to the cost of arbitration, but shall not be entitled to award attorneys fees. The arbitrator(s) shall not have the power to vary the statute of limitations referred to in 15.2 above. The arbitration award may be entered as a judgment in any court of competent jurisdiction.

17. **ADDITIONAL TERMS.**

(a) Governing Law. The validity, interpretation and construction of the Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York. Licensee agrees that the Courts of the State of New York, or the federal district courts in New York shall be the appropriate sites of venue for actions relating to this Agreement and not subject to binding arbitration and hereby consents to the jurisdiction of such courts. The county where the BOCES which is signatory of this Agreement has its principal place of business shall be controlling with respect to the proper venue for any such Court proceedings

(b) Delays. Neither party shall be responsible for delay or failure in performance resulting from acts beyond the reasonable control of such party.

(c) All Amendments In Writing. This Agreement may not be modified except in writing signed by authorized representatives of Vendor and Licensee.

(d) Severability. If any provision of the Agreement is declared to be invalid or unenforceable, those provisions shall be severed and the other provisions shall remain in full force and effect.

(e) Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

(f) Assignment. This Agreement may not be assigned by Licensee without the express written approval of Vendor, which approval will not be unreasonably withheld.

(g) Headings. Title and paragraph headings contained in this Agreement are for convenient reference and do not constitute part of this Agreement.

(h) Entire Agreement. This Agreement, including all referenced exhibits, contains the entire Agreement between the parties with respect to the subject matter hereof and no statement or promise made by either party which is not contained herein shall be binding upon such party. Licensee agrees that any terms and conditions of any purchase order or other document issued by Licensee in connection with the Agreement which are in addition to or inconsistent with the Agreement shall not apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SOUTHERN WESTCHESTER BOARD OF COOPERATIVE EDUCATIONAL SERVICES,

for the LOWER HUDSON REGIONAL INFORMATION CENTER

By: _____

CAPITAL COMPUTER ASSOCIATES, INC. DBA HARRIS SCHOOL SOLUTIONS

By:  _____

Ben Childs, Executive Vice President

Exhibit "A"
Description of Software

This schedule contains the complete and full list of Application Modules included with the Licensed WINCAP Products. No other part of this Agreement shall be construed to imply the granting of a License to any Application Module not included in this schedule.

WINCAP for Microsoft-Windows Server operating system utilizing Microsoft Visual FoxPro (VFP) programming language and database management system.

Accounting Subsystem

Bid Module

BOCES Accounting and Reporting Module*

Advanced NP (ACH, Online receiving, Section 125 payments)

On-line Shopping & Electronic Ordering

Enhanced Reporting Module

Hosted WEB-based interfaces which utilize the data maintained in the VFP-based WINCAP application software specified above:

WINCAPWEB Service Requests and Contract Management

*This software was originally purchased by the Organization in 2003 and will be governed by the terms of this agreement.

Security: WINCAP incorporates security that safeguards against unauthorized access to accounting information, and unauthorized and/or malicious Data corruption. In addition, WINCAP provides a tool to keep an audit log for operations performed by the different security levels defined in the WINCAP system. Access to WINCAP modules is restricted to users defined on the server on which the system resides. Access to the database using tools other than WINCAP modules will require explicit action on the part of the system administrator to grant the necessary access to individuals. In addition, Account Code Security is available to restrict users from viewing or using account codes from which they are restricted.

Reporting: The WINCAP Reporting module allows the user to quickly access any of the predefined reports in the WINCAP system. The predefined reports are grouped by module under the Reports menu in the WINCAP navigation tree. When the user selects a report, the parameters required for that report are displayed. Reports are generated in Crystal Reports or FoxPro. Options are available to export reports into other formats.

WINCAP WEB Apps:

- Employee Self Service
- WEB Requisitions
- WEB Timesheets & Payroll Vouchers
- WEB Professional Development Management & Registration System

Exhibit "B"
2023-2024 Fee Structure and Payment Schedule

License and Support Fees for: Southern Westchester BOCES

Licenses Fees

- Accounting
- Advanced A/P
- Bid Module
- On-line Shopping/e-Orders(cXML Interface)
- Enhanced Reporting Module

Implementation Services

- Accounting Subsystem Setup/Data Conversion/Initial User 1 Training
- BOCES Accounting and Reporting Module Additional 1 Setup/Training
- Enhanced Reporting Module Setup/User Training
- Application Server Setup Fee

Annual Support & Maintenance Fee

- BOCES Accounting and Reporting
- Accounting (To Be Pro-Rated from "Go Live Date")
- Advanced A/P (To Be Pro-Rated from "Go Live Date")
- Bid Module (To Be Pro-Rated from "Go Live Date")
- On-Line Shopping/e-Orders (cXML Interface) (To Be Pro-Rated from "Go Live Date")
- Application Server Support Services 1

Hosted WEB Application Annual Fee

- WEB Service Request and Contract Management

Total Cost: TO BE DETERMINED BY DISTRICT ORDER

Implementation and Training Fee and optional training/consulting services do not include travel and expenses for Harris personnel for any service work performed at the Customer's offices, which, if applicable and necessary, shall be charged to the Customer in accordance with prevailing IRS travel expense/mileage rates, and/or the best available price for coach airline travel and hotel rates. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. The License will be invoiced upon contract signing. The Initial Term of the Support Fee will be invoiced upon installation. The Professional Services fees will be billed for monthly as incurred.

Schedule A
Hosted WEB Application Terms

The following terms and conditions shall apply to Southern Westchester BOCES use of the Hosted WEB Applications (the "WINCAPWEB Software"). Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License, Implementation and Support and Maintenance Agreement.

1. WINCAPWEB LICENSE GRANT. Subject to the terms and conditions of the Agreement, Harris hereby grants to Southern Westchester a personal, non-exclusive, non-transferable right and license (a) to use and access the WINCAPWEB Software on an annual basis via the Hosting Services (as defined below) and in accordance with the documentation and (b) to use, copy and modify the Documentation for the purpose of creating and using training materials.

2. WINCAPWEB LICENSE TERM. The license granted hereunder shall be effective on 11th day of July, 2023 and shall continue in effect for one year. Thereafter, the license shall be automatically renewed for successive one (1) year periods upon payment of the Annual Hosted WEB Application Use Fees.

3. RESTRICTIONS ON USE

(a) Except as expressly provided herein, Southern Westchester BOCES may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the WINCAPWEB License granted under this Agreement without the prior written consent of Harris.

(b) No license is granted to Southern Westchester BOCES under this Agreement for the Source Code to the WINCAPWEB Software. Southern Westchester BOCES agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the WINCAPWEB Software or attempt to otherwise convert or alter the software into human readable code. Southern Westchester BOCES further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the WINCAPWEB Software.

(c) Southern Westchester BOCES may duplicate Documentation, at no additional charge, for the Southern Westchester BOCES use so long as all required proprietary markings are retained on all duplicated copies.

(d) No third-party, other than duly authorized agents or employees of Southern Westchester BOCES authorized pursuant to the Licenses issued hereunder, shall have access to or use of the WinCap WEB Software.

(e) Southern Westchester BOCES acknowledges that the WINCAPWEB Software contains proprietary and confidential information of Harris which shall, at all times, remain the property of Harris. Through the grant of licenses herein, Southern Westchester BOCES is only entitled to use of the WINCAPWEB Software in accordance with the terms of this Agreement. Southern Westchester BOCES will

take the same care to safeguard the WINCAPWEB Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information

4. HOSTING SERVICES

(a) Harris shall provide all facilities, equipment, software and services required to operate the WINCAPWEB Software, provide some access to Southern Westchester BOCES' Users, and store all data entered and maintained by Southern Westchester BOCES Users through use of the WINCAPWEB Software. Equipment, in this context, shall not be confused with computers, network and associated equipment at Southern Westchester BOCES' facility and elsewhere, which is used by the Southern Westchester BOCES's Users to access the internet, all of which is supplied by Southern Westchester BOCES and/or Southern Westchester BOCES' Users.

(b) Harris shall provide access to the WINCAPWEB Software to Southern Westchester BOCES Users. Such access shall be provided 24 hours per day, 7 days per week, subject to scheduled periods of non-availability as described below.

Availability and Uptime:

(i) Availability of the Hosting Service is defined as when the WINCAPWEB Software and Southern Westchester BOCES' data are operational and accessible via a public internet connection. The Hosting Service shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the WINCAPWEB Software. The Hosting Service shall be deemed available, even if it is not accessible by Southern Westchester BOCES, if the inaccessibility is due to Southern Westchester BOCES' network infrastructure, its connection to the internet, or an internet failure beyond the control of Harris.

(ii) Uptime is defined as the percentage of total time that the Hosting Service is either available or in scheduled downtime. Uptime is calculated as the sum of available time plus scheduled downtime divided by total time, then expressed as a percentage. Specific Service Level Objectives relating to Uptime are as follows:

(1) Routine scheduled downtime shall not exceed four (4) hours per month, averaged over 12 months.

(2) Harris shall notify Southern Westchester BOCES a minimum of seven (7) calendar days prior to any period of scheduled downtime.

(3) Harris reserves the right to schedule downtime for emergency situations with less than seven (7) advance calendar days' notice.

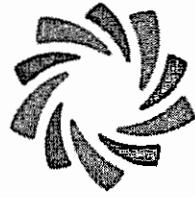
(4) Uptime shall be at least 95% calculated on an annual basis.

Harris shall take prudent measures and shall make reasonable and best efforts to achieve the Service level objectives described herein.

(c) Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure access to the WINCAPWEB Software. Harris shall also perform standard database administration functions to ensure efficient and secure operation of the hosted databases. Southern Westchester BOCES, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the WINCAPWEB Software.

(d) Harris reserves the right to provide Hosting Services using either internal resources or the services of a duly authorized and licensed third-party. In either case, Harris shall remain solely liable for providing the Hosting Service described herein.

5. SUPPORT SERVICES. Harris shall provide support services for the WINCAPWEB Software as described in Schedule D, Annual Software Support Maintenance Guidelines for ASP Clients to Southern Westchester BOCES.



HARRIS
School Solutions

HARRIS SCHOOL SOLUTIONS
WRITTEN INFORMATION SECURITY PROGRAM
POLICY (“WISPP”)

Corporate Officer: Dennis Asbury, Senior Executive Vice President

REVISION

Rev	Date	Author	Type	Description	Approval
1.0	06/08/17	Katie Rose	Major	Revised original WISP to reflect FERPA requirements and new Harris Corporate Policies.	Tim Fitzgerald
1.1	02/15/2018	Katie Rose	Minor	Revised DSC & BUR section, miscellaneous document revisions.	Tim Fitzgerald
1.2	11/1/2019	Katie Rose	Minor	Annual Review	Dennis Asbury
1.3	10/13/2020	Katie Rose	Minor	Annual Review Refined description of types of records/data that this policy protects to include Teacher and Principal Data.	Dennis Asbury
1.4	08/19/21	Katie Rose	Minor	Annual Review	Dennis Asbury
1.5	08/02/22	Katie Rose	Minor	Annual Review	Dennis Asbury



OBJECTIVE

The objective of Harris School Solutions (“HSS”) in the development and implementation of this comprehensive Written Information Security Program Policy (“WISPP”), is to create effective administrative, technical and physical safeguards for the protection of personally identifiable information (“PII”) of students contained in the records of an educational agency as defined in 34 CRF §99.3 (“Education Records”), PII relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law §§3012-c and 3012-d (“Teacher and Principal Data”), and the PII and confidential records of customers’ end users, including but not limited to our customers’ employees (“End User Confidential Information”), and to comply with our obligations under the Family Educational Rights and Privacy Act (“FERPA”) at 20 USC 1232g and any applicable state laws or regulations such as New York Education Law Section 2-d and 13 NYCRR Part 121 (the “Regulations”). The WISPP is written to align with industry standard security frameworks and best practices such as the National Institute of Standards and Technology (NIST) and the information security management standards of the International Organization of Standardization (ISO 27001).

The WISPP sets forth our procedure for evaluating and addressing our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting Education Records, Teacher or Principal Data, End User Confidential Information. The WISPP is written to align with Corporate Information Security Policies that govern the overall security and privacy of HSS systems and data.

PURPOSE

The purpose of the WISPP is to better: (a) ensure the security and confidentiality of Education Records, Teacher or Principal Data, and End User Confidential Information, (b) protect against any reasonably anticipated threats or hazards to the security, confidentiality or integrity of such information; and (c) protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft, fraud, misuse or invasion of privacy.

SCOPE

In formulating and implementing the WISPP, Harris School Solutions (“HSS”) has addressed and incorporated the following protocols:

- (a) identified reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing Education Records, Teacher or Principal Data, or End User Confidential Information;



- (b) assessed the likelihood and potential damage of these threats, taking into consideration the sensitivity of the Education Records, Teacher or Principal Data, and End User Confidential Information;
- (c) evaluated the sufficiency of existing policies, procedures, information systems, and other safeguards in place to control risks;
- (d) designed and implemented a WISPP that puts administrative, technical and physical safeguards in place to minimize those risks; and
- (e) implemented regular monitoring of the effectiveness of those safeguards.
- (f) HSS will identify any breach of Education Records, Teacher or Principal Data or End User Confidential Information, notify each affected Educational Agency and will cooperate with the affected Educational Agencies and Law Enforcement in the investigation of the breach and notification to affected Parents, Students, Teachers or Principals.

DATA SECURITY COORDINATOR & BUSINESS UNIT REPRESENTATIVE

Harris School Solutions designated Data Security Coordinator is responsible for implementing, supervising and maintaining the WISPP. The Data Security Coordinator (“DSC”) may be an individual and / or may also be comprised of one or more members of the Governance, Risk and Compliance Committee (GRCC) and Corporate IT (“CIT”) staff as appropriate and will work with a designated Business Unit Representative (“BUR”) to carry out the following system and data security responsibilities, as assigned below.

- (a) Implementation of the WISPP including all provisions outlined in the Operational Protocol set forth below.

Responsibility: DSC & BUR

- (b) Training of all employees.

Responsibility: BUR (in conjunction with their Senior Learning Business Partner and oversight by the GRCC).

- (c) Regular assessment of the WISPP’s safeguards that are pertinent to the Business Unit level;

Responsibility: DSC & BUR



- (d) Evaluating the ability of any of our third party service providers to implement and maintain appropriate security measures for the Education Records, Teacher or Principal Data, or End User Confidential Information to which HSS has permitted said third party to access, and requiring such third party service providers by contract to implement and maintain appropriate security measures.

Responsibility: BUR

- (e) Reviewing the scope of the security measures set forth in the WISPP at least annually, or whenever there is a material change in our business practices that may implicate the security, confidentiality or integrity of records containing Education Records, Teacher or Principal Data, or End User Confidential Information.

Responsibility: BUR (providing evidence to DSC as appropriate)

- (f) Conducting an annual training session for all HSS officers, managers, employees, and independent contractors, including any temporary and contract employees who have access to Education Records, Teacher or Principal Data, or End User Confidential Information on the elements of the WISPP, FERPA, New York State Education Law 2-d or other applicable regulations and notifying the GRCC of the completion of such training.

Responsibility:

- DSC in conjunction with the GRCC to identify changes to existing requirements.
- BUR to ensure assignment and completion of training (via Senior Learning Business Partner)

- (g) Tracking of assets assigned to HSS employees in accordance with the Corporate Asset Tracking Policy.

Responsibility: DSC & CIT

INTERNAL RISK MITIGATION POLICIES

To guard against internal risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing Education Records, Teacher or Principal Data, or End User Confidential Information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory and are effective immediately:



- (a) HSS will only collect PII of customers, customers' employees or students (i.e., end-users) where it is necessary to accomplish our legitimate business transactions or to comply with any and all regulations. See HSS' Privacy Policy and Harris' Corporate Responsible Use of IT Resources Policy.
- (b) Access to records containing Education Records, Teacher or Principal Data, or End User Confidential Information will be limited to those employees whose duties, relevant to their job description, have a legitimate need to access said records, and only for this legitimate job-related purpose. See Harris' Corporate Information Access Management Policy.
- (c) Written and electronic records containing Education Records, Teacher or Principal Data, or End User Confidential Information will be securely destroyed or deleted at the earliest opportunity consistent with business needs or legal retention requirements.
- (d) HSS' Business Records retention and secure destruction periods are set at three (3) years. See Harris' Corporate Back-Up, Device and Media Controls Policy.
- (e) Transmission of Education Records, Teacher or Principal Data, or End User Confidential Information must be kept to a minimum necessary and protected with appropriate safeguards. See Harris' Corporate Transmission Security Policy and Corporate Email Policy.
- (f) A copy of the WISPP is to be distributed to each current Harris HSS employee and to each new employee within 30 days of the date of their employment. Employees should advise their manager or the Data Security Coordinator of any activities or operations which appear to pose risks to the security of Education Records, Teacher or Principal Data, or End User Confidential Information. See Harris' Corporate Information Access Management Policy and Corporate Data Incident Policy.
- (g) An internal HSS training session for all current HSS employees will be held annually to detail the provisions of the WISPP, FERPA, New York State Education Law 2-d and other applicable regulations and as otherwise detailed in this policy. See Harris' Corporate Security Awareness and Training Program Policy.
- (h) Terminated employees must return all records containing Education Records, Teacher or Principal Data, or End User Confidential Information, in any form, in their possession at the time of termination. This includes all data stored on any portable device and any device owned directly by the terminated employee. See Harris' Corporate Information Access Management Policy and the Corporate Back-Up, Device and Media Controls Policy.
- (i) A terminated employee's physical and electronic access to records containing Education Records, Teacher or Principal Data, or End User Confidential Information



will be disabled at the time of termination. This will include remote electronic access to all HSS' owned or managed systems. All keys, keycards, access devices, badges, company IDs, and the like will be surrendered at the time of termination. See Harris' Corporate Information Access Management Policy.

- (j) Disciplinary action will be applicable to violations of the WISPP, irrespective of whether PII was accessed or used without authorization.
- (k) All security measures including the WISPP will be reviewed annually to ensure that the policies contained in the WISPP are adequate to meet all applicable regulations and binding contractual obligations relating to data privacy and security.
- (l) Should HSS' business practices change in a way that impacts the collection, storage, and/or transportation of records containing Education Records, Teacher or Principal Data, or End User Confidential Information the WISPP will be reviewed to ensure that the policies contained in the WISPP are adequate to meet all applicable regulations, security best practices, and binding contractual obligations relating to data privacy and security.
- (m) The Data Security Coordinator or his/her designee(s) will be responsible for all review and modifications of the WISPP and will fully consult and apprise management of all reviews including any recommendations that improve security arising from the review.
- (n) Access to Education Records, Teacher or Principal Data, and End User Confidential Information is restricted to approved and active user accounts and in accordance with Harris' Corporate Information Access Management Policy.
- (o) Current employees' user ID's and passwords will conform to accepted security standards. All passwords will be changed at least every 90 days, or more often as needed. See Harris' Corporate Access Control Policy, Corporate Password Policy, and Corporate Responsible Use of IT Resources Policy.
- (p) Employees are required to report suspicious or unauthorized use of or access to Education Records, Teacher or Principal Data, or End User Confidential Information to a supervisor, the Data Security Coordinator or his/her designee(s), Legal Counsel or other members of the GRCC as appropriate. See Harris' Corporate Data Incident Policy.
- (q) Whenever there is an incident that requires notification pursuant to any applicable regulations the appropriate member of the GRCC will host a mandatory post-incident review of events and actions taken, if any, in order to determine how to alter security practices to better safeguard Education Records, Teacher or Principal Data, and End User Confidential Information. See Harris' Corporate Data Incident Policy.

EXTERNAL RISK MITIGATION POLICIES

All system security software including malicious code protection, internet security including firewall protection, operating system security patches, and applicable software products will be reasonably up-to-date and installed on any HSS computer that stores or processes Education Records, Teacher or Principal Data, or End User Confidential Information. (Refer to Harris' Corporate Responsible Use of IT Resources Policy, Corporate Network Management Policy, and Corporate Protection from Malicious Software Policy.)

There will be secure user authentication protocols in place that:

- (a) Control user ID and other identifiers;
- (b) Assigns passwords in a manner that conforms to accepted security standards, or applies use of unique identifier technologies;
- (c) Control passwords to ensure that password information is secure.

See Harris' Corporate Access Control Policy, Corporate Password Policy, and Corporate Responsible Use of IT Resources Policy.

Education Records, Teacher or Principal Data, and End User Confidential Information will not be removed from the business premises in electronic or written form absent legitimate business need and use of reasonable security measures, as described in this policy. See Harris' Corporate Responsible Use of IT Resources Policy and the Corporate Back-Up, Device and Media Controls Policy.

OPERATIONAL PROTOCOL

The Operational Protocol will be reviewed and modified as deemed necessary at a meeting of the Data Security Coordinator, the GRCC, the corresponding BU Representative(s) and any other personnel responsible for the security of Education Records, Teacher or Principal Data, and End User Confidential Information. The review meeting will take place at least annually. Any modifications to the Operational Protocol will be published in an updated version of the WISPP. At the time of publication, a copy of the WISPP will be distributed to all current HSS employees and to new hires on their date of employment.

1. Recordkeeping Protocol:

HSS will only collect Education Records, Teacher or Principal Data, or End User Confidential Information that is necessary to accomplish HSS' legitimate business transactions or to comply with applicable regulations. (See HSS' Privacy Policy and Harris' Corporate Information Access Management Policy.)

HSS will not use PII contained in Education Records, Teacher or Principal Data or End User Confidential Information for any purpose not authorized by contract or required by law. HSS will not further disclose PII without authorization except to subcontractors following the



protocols set forth below or as permitted by law. HSS will not sell PII or use it for purposes of receiving remuneration, whether directly or indirectly, for advertising purposes, or to develop, improve or market products or services to students.

On an annual basis or as required, the BUR with the assistance of the Data Security Coordinator or his/her designee(s) as needed, will perform an audit of all relevant HSS records to determine which records contain Education Records, Teacher or Principal Data, or End User Confidential Information, assign those files to the appropriate secured storage location, and will redact, expunge or otherwise eliminate all unnecessary Education Records, Teacher or Principal Data, or End User Confidential Information in a manner consistent with the WISPP.

Education Records and Teacher or Principal Data will be returned to the Educational Agency as mutually agreed, transitioned to a successor contractor and/or deleted or destroyed upon expiration or termination of the contract or other written agreement with the Educational Agency. Any Education Records, Teacher or Principal Data, or End User Confidential Information stored will be disposed of when no longer needed for business purposes or required by law. Disposal methods must be consistent with those prescribed by the WISPP.

Any paper files containing Education Records, Teacher or Principal Data, or End User Confidential Information will be stored in a locked filing cabinet or room at the end of each day.

All employees are prohibited from keeping unsecured paper files containing Education Records, Teacher or Principal Data, or End User Confidential Information in their work area when they are not present (e.g., lunch breaks). Refer to the Corporate Workstation Use and Security Policy.

Paper or electronically stored records containing Education Records, Teacher or Principal Data, or End User Confidential Information will be disposed of in a manner that complies with the Corporate Back-Up, Device and Media Controls Policy, which may include the following (which services may be provided by a third party specializing in such procedures):

- (a) paper documents containing Education Records, Teacher or Principal Data, or End User Confidential Information will be either redacted, burned, pulverized or shredded so that PII cannot practicably be read or reconstructed;
- (b) electronic media and other non-paper media containing Education Records, Teacher or Principal Data, or End User Confidential Information will be destroyed or erased so that the PII cannot practicably be read or reconstructed.

Electronic records containing Education Records, Teacher or Principal Data, or End User Confidential Information will be encrypted when stored or transported on any portable electronic device, sent, or transmitted electronically to any portable device or any computing

device. (Also refer to Harris' Corporate Transmission Security Policy, Corporate Remote Access Policy and Corporate Email Policy.)

If necessary for the functioning of individual Business Units, the Business Unit Executive Vice President, in consultation with the Data Security Coordinator or his/her designee(s) and the GRCC, may develop specific rules for that Business Unit that ensure reasonable restrictions upon access and handling of files containing Education Records, Teacher or Principal Data, or End User Confidential Information and must comply with all WISPP standards. Business Unit rules are to be published as an addendum to the WISPP. (Refer to Harris' Corporate Portable Computing Devices Policy.)

2. Access Control Protocol:

All HSS computers will restrict user access to those employees having an authorized and unique log-in ID. (Refer to Harris' Corporate Access Control Policy, Facility Access Controls Policy and Corporate Password Policy.)

All visitors who are expected to access areas other than common space or are granted access to office space containing Education Records, Teacher or Principal Data, or End User Confidential Information will be required to sign-in and/or accompanied by an authorized employee.

All visitors are restricted from areas where files containing Education Records, Teacher or Principal Data, or End User Confidential Information are stored unless escorted or accompanied by an approved. (Refer to Harris' Corporate Facility Access Controls Policy)

All systems with an internet connection or any HSS computing device that stores or processes Education Records, Teacher or Principal Data, or End User Confidential Information must have a reasonably up-to-date version of malicious code protection software installed and active at all times, up-to-date security patches and appropriate restrictions applied to prevent unauthorized access. (Refer to the Corporate Network Access Control Policy)

3. Third Party Service Provider Protocol:

Any HSS service provider or individual that receives, stores, maintains, processes, or otherwise is permitted access to any file containing Education Records, Teacher or Principal Data, or End User Confidential Information ("Third Party Service Provider") will be required to meet the following standards (where such Third Party Service Providers will include third parties who provide off-site backup storage copies of all HSS electronic data; paper record copying or storage service providers; contractors or vendors working with HSS' customers and having authorized access to HSS records):

- (a) Any contract with the third Party Service Provider will require the Third Party Service Provider to implement security standards consistent with the security protocols defined in this WISPP.



- (b) It will be the responsibility of HSS to obtain reasonable confirmation that the Third Party Service Provider is capable of meeting security standards consistent with this WISPP. (See HSS' Privacy Policy and the Corporate Vendor Assurance and Risk Review Policy.)

BREACH OF DATA SECURITY PROTOCOL

Should any employee know of a security breach at any of HSS' facilities, or that any unencrypted Education Record, Teacher or Principal Data, or End User Confidential Information has been lost, stolen or accessed without authorization, or that encrypted Education Records, Teacher or Principal Data, or End User Confidential Information along with the access code or security key has been acquired by an unauthorized person or for an unauthorized purpose ("Security Incident"), the following protocol is to be followed.

- (a) Employees are to notify their manager, Business Unit Representative, Vice Presidents (VP) or Executive Vice President who must then report any such known or suspected Security Incident to the HSS' Data Security Coordinator, Privacy Officer, Legal Counsel and Chief Information Officer.
- (b) The Data Security Coordinator or his/her designee(s) in conjunction with the GRCC and the BUR will be responsible for providing a security breach notification that has been approved by Executive Management to each affected Educational Agency within 7 calendar days of discovery of the Security Incident unless a longer notice period is allowed by applicable law and contract. The security breach notification will include the following:
 - (1) A detailed description of the nature and circumstances of the Security Incident;
 - (2) The number of applicable persons affected at the time the notification is submitted;
 - (3) The steps already taken relative to the incident;
 - (4) Any steps intended to be taken relative to the incident subsequent to the filing of the notification; and
 - (5) Information regarding whether law enforcement officials are engaged in investigating the incident.

(See Harris' Corporate Data Incident Policy and Harris Security Incident Response Plan.)

- (c) HSS will cooperate with each Educational Agency affected by a Security Incident and law enforcement officials to protect the integrity of investigations of a Security Incident.

Click here to access all the referenced Corporate Information Security Policies.



DEFINITIONS

“Business Records” means records created or received in the course of the Company’s business that are needed for business and/or legal purposes, such as records that document a business-related event or activity; demonstrate a business transaction; identify individuals who participated in a business activity; support facts of a business-related event, activity, or transaction; or are needed for other legal, business, or compliance reasons, such as if relevant to a pending or anticipated lawsuit or audit.

“Educational Agency” means a school district, board of cooperative educational services, school, or the education department.

“Law Enforcement Agency” means an agency of the United States, a State, or a political subdivision of a State, authorized by law or by a government agency to engage in or supervise the prevention, detection, investigation, or prosecution of any violation of criminal law.

WinCap System Activation Information

School District Name: _____

First fiscal year data files to load (i.e.2022-23): _____ BEDS Code: _____

District's Current Financial and/or HR System: _____

Are they currently supported by your RIC: Yes or No (please circle)

WinCap Modules to Activate:

Payroll and Human Resource

- Payroll, Basic EE Data Maint
(Cutover date: ___/___/___)
- Employee Attendance
(Cutover date: ___/___/___)
- Human Resources
(Cutover date: ___/___/___)
- Employee Benefits
(Cutover date: ___/___/___)
- Position Control/Employee Cost Proj
(Cutover date: ___/___/___)
- Pay Authorizations (Level 1)
(Cutover date: ___/___/___)
- Pay Authorizations (Level 2)
(Cutover date: ___/___/___)

Accounting and Purchasing

- (Cutover date: ___/___/___)
- General Ledger, Budget, Revenue
- Purchasing
- Accounts Payable
- A/R & C/R
- Non-Contract Billing
- Budget Development
- Bidding
- Itemized Receiving and Payments
- Warehouse/Inventory
- Online Shopping / Electronic Ordering

Web Applications

- Employee Self-service
- W-2 / W-4
- Web Professional Development
- e-Timesheets
- Web Requisitions
- BOCES Service Requests

External Interfaces:

- HSBC Purchase Card File Conversion
- PowerSchool/SmartFind Express Attendance Transactions
- PowerSchool Attendance Transactions
- Frontline/AESOP Attendance Transactions
- UKG/KRONOS Data Export
- Frontline Professional Growth Data Exchange

Platform Support

Please specify who will provide platform support and where the server will be located:

- Dedicated Application Server (single district) located at district
- located at RIC
- Shared RIC Server (multiple districts), located at RIC
- Email Activation

Authorized Signature

Date

NOTE: This form reflects RIC commitment for districts. The form may be updated from time to time to reflect new options available. Please contact WinCap Support to confirm you are utilizing the most recent version of this form.

Exhibit F

WinCap Application Support – Roles and Responsibilities of CCA

AC1.0 TRAINING & SUPPORT FOR RIC APPLICATION SUPPORT STAFF	
AC1.1	Provide initial training for RIC application support staff relative to general system operation of each of the specific WinCap data maintenance, processing and reporting functions (including standard conversion routines)—according to training outline provided within this agreement. This training will be delivered through “group” training sessions conducted at CCA offices in Albany or another site designated by CCA.
AC1.2	Provide training for remote on-line support of WinCap users (via modem and internet)-shadowing users, moving data to the district test region or to RIC, checking batch routines.
AC1.3	Provide checklists and documentation for system setup, training and initial production processing (implementation planning guide)
AC1.4	Provide user training materials and documentation
AC1.5	Provide help-desk support for RIC Application Support staff
AC1.6	Troubleshoot problems via internet/modem at the request of RIC Application support staff
AC1.7	Provide opportunity for RIC application support staff to participate in regional WinCap user meetings and for representation on the WinCap statewide Advisory Committee and Focus groups.
AC1.8	Provide specifications for check stock/MICR toner/other forms (W-2, 1099) and suppliers of such forms. Provide means of ordering forms through CCA.
AC1.9	Provide option for help-desk backup support when RIC application support staff is absent or at client sites. This service should only be required for RIC’s with one support person or when new client installs require all application support staff to be out of the office. This will be provided at additional cost, per the terms stated in the agreement.
AC1.10	Provide option for individual RIC staff training (on-site or at CCA offices) to address staff turnover or staffing issues that do not allow for RIC application support staff to attend the scheduled group training sessions. This will be provided at additional cost, per the terms stated in the agreement.
AC2.0 SYSTEM SETUP	
AC2.1	Provide/install start-up data for each district and activate licensed subsystems/modules on the WinCap Application server designated by the RIC
AC2.2	Remotely install Visual FoxPro and Crystal Reports runtime modules and install/configure WinCap application software once the Application Server is configured for district client(s).
AC2.3	Provide data collection checklist/survey to assist in compiling data required for system setup
AC2.4	Provide standard formats and related conversion routines for importing district data from existing systems and populating WinCap system data files (EXCEL templates).

AC2.5	Develop and maintain custom conversion routines for the major systems currently utilized by RIC's for use in migrating users to WinCap (FAME, Pentamation, Info-Matics, etc). A standard usage fee will be charged for each site that is converted using these routines.
AC2.6	Provide optional consulting services to assist RIC's with system setup and data conversion, as requested, using a standard fee structure established for these services.
AC3.0 APPLICATION MAINTENANCE	
AC3.1	Install WinCap maintenance releases and upgrades on the RIC Application Server
AC3.2	Distribute and install maintenance and enhancement releases on production Application Servers used for licensed WinCap clients, and provide routines to handle data upgrades to new releases.
AC3.3	Provide RIC application support staff with release notes and updated documentation.
AC3.4	Develop routines for electronic direct deposit and electronic bank reconciliation file transmissions for banks for which WinCap does not already have provisions, as needed for new or existing client sites; establish setup and production procedures and coordinate testing of these new routines
AC3.5	Update routines for electronic direct deposit and electronic bank reconciliation as needed based on direct notification by banks or through RIC support staff
AC3.6	Provide system updates to comply with revised state, federal or other agency reporting Requirements
AC3.7	Check application error logs and batch notices (internal data consistency checks)
AC3.8	Advise RIC staff regarding errors identified, their impact and any steps that need to be taken with users regarding their resolution

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Harris School Solutions

Exhibit H

WinCap Application Support—Roles and Responsibilities of RIC

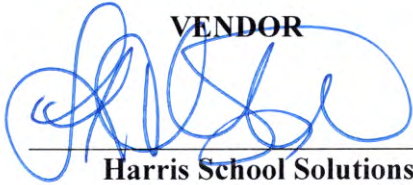
1.0 APPLICATION SETUP & USER TRAINING	
1.1	Provide site coordination for new implementations and cutover sites. The RIC shall designate a site coordinator to coordinate both application and platform related activities; even if RIC does not provide platform support services, they will coordinate the platform implementation and disaster recovery activities with CCA and the licensed school district
1.2	Collect data needed for initial system setup and files required for data conversion
1.3	Install start-up data set for new users on WinCap Application Server (This will generally be an on-line transfer from the RIC Application server to a specific production Application Server)
1.4	Initial setup of tables working with client district staff
1.5	Spec data conversion (old vs. new code; map-out current to WinCap fields as necessary)
1.6	Convert data: Extract data from existing systems; Perform low-level conversions of existing data into WinCap standard conversion template format or execute custom conversion routines available for specific source systems.
1.7	Review data conversion with district; provide reports to assist with district verification of data; document problems and reconvert data as necessary
1.8	Scan district logo and install on App server
1.9	Scan signatures and install on App Server or provide signature disk
1.10	Assist technical support staff with testing of production environment
1.11	Provide new sites with options for ordering check stock, forms and MICR toner and assure that necessary items are available when needed for testing and cutover
1.12	Complete setup and production testing for electronic direct deposit and electronic bank reconciliation file transmissions for each client site for banks which WinCap already has routines and established procedures; assist CCA with setup and testing for "new" electronic filing routines as requested by CCA; Train end-users regarding procedures for creation and transmission of these files through the WinCap software and the Application Server, or provide services to perform these tasks for the licensed school districts
1.13	Establish and maintain test region(s) for user training and to allow district users to practice transaction processing and other production tasks prior to live cutover
1.14	Provide end-user training for system users relative to system table maintenance, subsystem data maintenance, production processing, and basic reporting options for each of the licensed subsystems and modules.
1.15	Provide direct assistance for the first and second production runs for A/P and Payroll processing functions for each licensed district (or a parallel run and first live production run)
1.16	Provide training for the district System Manager concerning roles and responsibilities as they relate to application matters—reporting of errors, distribution of release notes, user security—or provide services to perform these functions for client districts.

2.0 USER SUPPORT	
2.1	Provide help-desk and remote on-line support for end users . District users contact RIC help-desk; CCA deals directly with users only at the request of RIC application support staff
2.2	Conduct at least one WinCap user meeting with district users each year, and/or coordinate participation by client districts in regional WinCap user group meetings.
2.3	Assist users with the preparation and submission of application enhancement requests. Assist CCA in establishing priorities among such requests
2.4	Distribute procedural documentation and provide assistance as requested for reporting and electronic filing for Federal and State wage and tax data (Forms W-2, 1099R, NYS-45, 941), Form 1099, Retirement Systems and Civil Service
2.5	Provide specifications and procedures for ordering check stock/MICR toner/ other forms (W-2, 1099) for users within region.
2.6	Establish and maintain test regions for client sites.
3.0 APPLICATION MAINTENANCE	
3.1	Distribute and install maintenance and enhancement releases on production WinCap Application Servers, once CCA commences a monthly release cycle. CCA shall continue to install these releases so long as they are more frequent than monthly.
3.2	Distribute release notes and updated documentation to WinCap System Managers within the region.
3.3	Refer to CCA any errors reported by users; research and qualify errors as requested by CCA
3.4	Assist CCA staff in troubleshooting and error resolution as requested by CCA staff

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Exhibit I
Application Software Training to be Provided by RIC to District Users

Accounting Sub-System Training

Account Definitions and Account Maintenance

Fund activation
Sub-Fund activation
Budgetary Accounts
Revenue Accounts
General Ledger Accounts
User security

Purchasing

Vendor file
Other purchasing-related tables
PO text and copies
Catalogs and bid lists
Requisition and purchase order entry
Electronic requisitioning and approval process; updating of pending encumbrance/available balance in budget; issuing and encumbering orders
On-line receiving (by item)
- Printing of requisitions and PO's; e-mailing of orders to vendors; other purchasing reports
User imports and interfaces for external data
User security

Accounts Payable, G/L Maintenance and Journal Entries; Budget and Revenue Adjustments and Transfers

Payment schedules and warrants; Payment entry and processing; Check printing
Voiding checks, re-coding accounting related to payments
Fixed Asset tracking and interfaces
Recording 1099 payments and related reporting
G/L cycle maintenance, including opening balances and monthly closing activities; integration of subsystem activities
Bank Account Reconciliation
General Journal entries
Cash Receipts
Budget adjustments and transfers
Revenue adjustments and transfers
Reporting for the above
User imports and interfaces for external data
User security

Exhibit I
Application Software Training to be Provided by RIC to District Users

Accounting Sub-System Training

Accounts Receivable/Billing

Customer Maintenance
Billing item maintenance and processing of invoices and credit memos
Voiding invoices and credit memos, applying credits
A/R Journal, integration to G/L and other A/R reporting
User imports and interfaces for external data
User security

Fiscal Year Initialization and Budget Development

Initializing the new FY, Rollover of Funds and accounts
Budget Development Worksheet
Maintaining itemized detail and text annotations to substantiate appropriations; other comments and notes
Budget Requests for requisition-based budgeting
Budget Presentation Reports--Summary and Detail
NYS 3-Part Budget Worksheet and Report
User imports and interfaces for external data
User security

Bidding

Bid Definition
Bid Item Catalogs
Bid Requests; updating of available balance in budget
Bid Solicitation
Vendor responses
Bid analysis and awards
Mass creation of requisitions based on staff bid requests
Reporting
User imports and interfaces for external data
User security

Warehouse and Inventory

Warehouse location tables and other setup/configuration
On-line receiving
Stock requisitions
Inventory reports and accounting
User security

Exhibit I
Application Software Training to be Provided by RIC to District Users

Accounting Sub-System Training

- End-of-Year closeout activities and financial reporting; FY cutover procedures**
- New FY cutover and related accounting
- Closeout of outstanding payables established at prior year-end
- Rollover of open PO's and processing in the new fiscal year as open encumbrances or as accrued expenses to prior FY; system accounting
- Project/Sub-fund closing, rollover, renewals
- Fiscal year closing
- ST-3 and interface to state reporting software (DEA)
- Opening balances in the new year based on prior year closing balances

Exhibit I
Application Software Training to be Provided by RIC to District Users

Human Resource and Payroll Training

Table Maintenance for Human Resource and Payroll functions

- Bargaining Units
- Salary/pay rate schedules and additional pay tables
- Work calendars
- Position codes and civil service codes
- District-defined tables for categorizing employee positions
- Tenure and other appointment areas, appointment types
- Certification and licenses and types
- Evaluation types, evaluators
- Course and Degree types; colleges and institutions
- Leave types
- Payroll deductions and pay frequencies
- Attendance codes, employee attendance groups, leave banks
- Benefits definition, plans and employee benefit groups; benefit-related accounting
- User security

Employee Data Maintenance Functions

- Employee demographics
- Positions/jobs, including salary and pay rate information and budgetary account distributions
- Retirement system data
- Employee deductions—tax withholdings, direct deposits and other voluntary deductions
- Employee appointments, credentials, and other H/R data
- Employee attendance group assignment and years of service for attendance
- Employee benefits group assignment and maintenance of enrollment data, including data for retirees and dependents
- Activating and maintaining encumbrances for salary and benefits
- Reporting
- Imports and interfaces to external applicant tracking and professional development data systems
- User security

Exhibit I
Application Software Training to be Provided by RIC to District Users

Human Resource and Payroll Training

Payroll Processing, Reporting, and Accounting

Payroll Period Maintenance
P/R wage transactions (hrly, daily, OT, session, adj); attendance-initiated transactions; payroll transaction import and interfaces, including web-timesheets
Accrued payroll transactions (transactions processed/posted in this FY with posting of expenses to the prior FY)
Transactions for taxable benefits and other taxable non-wage items
Paycheck Maintenance; overrides for deductions, issuing demand checks
Verification of pay period data--salary payments, transactions, deductions
Direct deposit file creation and transmission
Payroll check printing
Processing of disbursements related to employee payroll deductions and payroll taxes
Review payroll-related accounting
Recodes of payroll encumbrances and expenditures already posted
Payroll-related reporting, including pay period reports, retirement system reporting, Federal and state tax reporting, Civil Service reporting
W-2 Prep and Processing

EE Attendance and related user security

Processing of attendance accruals
Employee Attendance transactions; payroll transactions from attendance transactions
Leave Bank transactions
Reporting, including options for paychecks and salary notices
Attendance transaction import and interfaces to other systems

Employee Benefits and related user security

Processing of payments and posting expenses for enrollment-based benefits
Processing of billing for retirees, COBRA, and other off-payroll enrollees
Mass updating rate information and encumbrances; recodes of encumbrances and expenditures already posted
Processing non-wage transactions related to benefits
Reporting

Staff Cost Projections for Budgeting and Negotiations

Initializing data projection data sets (scenarios)
Procedures for projecting staff salaries
Integration with Budget Development
Reporting

Exhibit I
Application Software Training to be Provided by RIC to District Users

Human Resource and Payroll Training

End-of-Fiscal Year closeout, new FY initialization and cutover for employee data

Rollover of tables and updating for the new FY; establishing new calendars and pay frequencies
Employee position rollover, salary incrementing and position approvals for new FY
Position budgetary distribution rollover; mass changes, renewals for expiring projects
Activating positions and budgetary encumbrances for the new FY
Closeout of encumbrances for non-salaried positions in old FY
Processing of accrued payroll transactions and related accounting

System-Wide Features and Functions Training

WinCap Basics

WinCap Basics--accessing system functions; basic data maintenance & reporting conventions; other system standards and conventions
CCA Web-site support region--documentation, data dictionary, training materials, etc.
Adding WinCap users and overview of user security profile; security maintenance standards

Enhanced Reporting and Custom Report Training

"Where clause" data selection statements
WinCap Enhanced Reporting features using system-compiled "data views"--columnar reports, letters, labels
Integration of Crystal Reports ; Interfacing MS-Access and other external reporting systems
WinCap Custom Report Manager

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**Southern Westchester Board of Cooperative
Educational Services**

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Exhibit K

WinCap Platform Support—Roles and Responsibilities of CCA

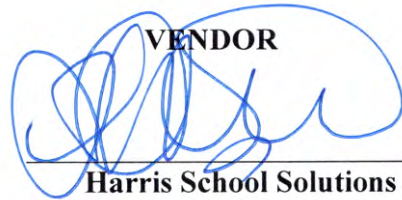
CAPITAL COMPUTER ASSOCIATES SERVICES	
PC1.0	RIC TRAINING
PC1.1	Provide initial training to RIC technical support staff relative to platform support services, server standards, scalability and sizing, hardware, software, peripherals requirements. O/S and client licensing, system configuration—see attached syllabus.
PC 1.2	Provide server installation/configuration training, peripheral setup including printers and modems, client software and other related items for district implementation. Provide server configuration/setup for RIC financial support staff for RIC DRS/Training Application Server. Provide training on platform maintenance and disaster avoidance and recovery—see attached syllabus.
PC1.3	Assist in establishing disaster recovery strategy and standards for the RIC service region
PC1.4	Provide ongoing updates via email or telephone regarding changes to <i>WinCap</i> standards and guidelines, training for O/S upgrades, etc. Major updates to OS systems or other server configuration changes provided via workshop format.
PC1.5	Provide checklists for server setup, configuration, installation/integration, production testing (implementation planning guide)
PC1.6	Provide documentation of server configuration and for client software installation and configuration; update as necessary to reflect new standards and guidelines and enhancements
PC1.7	Provide electronic "boilerplate" training materials and documentation for RIC to customize and distribute to district technicians and system managers
PC1.8	Provide documentation on how to update district data test regions.
PC2.0	RIC SUPPORT
PC2.1	Troubleshoot problems via internet at the request of RIC technical support staff
PC2.2	Telephone – CCA help desk: Advise RIC tech staff regarding server specifications (sizing, licensing), server configuration and integration, development of disaster recovery plans, during disaster recovery situations, other technical support as requested.
PC2.3	Validate data integrity in disaster situations
PC2.4	Setup the RIC Application Server for efficiently managing and accessing district data sets in-house by application support staff
PC2.5	Establish schedule and distribute procedural documentation for installing O/S hot-fixes and upgrades (Windows 2000 (or current version), MetaFrame)

ADDITIONAL COSTS	
PAC1.1	Provide option for help-desk backup support when RIC technical support staff is absent or at client sites. This service should only be required for RIC's with one support person or when special situations require all technical support staff to be out of the office. This will be provided at additional cost, which will be quoted based on how this will be implemented and how extensive this coverage would need to be for a specific RIC.
PAC1.2	Provide option for individual RIC staff training (on-site or at CCA offices, at an additional cost) to address staff turnover or staffing issues that do not allow for RIC technical support staff to attend the scheduled group training sessions
PAC1.3	Provide additional on-site consulting services as requested, on per-diem cost basis

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**Southern Westchester Board of Cooperative
Educational Services**

VENDOR



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Exhibit L

***WinCap* Initial Platform Training**

Session 1: Planning Session to Determine RIC Platform Support Service

Location: To Be Determined

Length: ½ day

Group training for all RIC technical staff on the *WinCap* platform and how it's deployed. Software, hardware, and data communication requirements and why *WinCap* servers are configured with components used. District site checklist and what needs to be taken care of prior to district installation. Discussion of disaster avoidance and recovery standards and what information needs to be collected to configure a site for *WinCap*, set up district clients. The need and purpose of the RIC Application Server for support and disaster recovery will also be discussed. The responsibilities of the RIC technical support staff, district technical support staff and the RIC Application Support staff will be covered. The configuration needs of the RIC Application Support staff will also be covered. Staff involved in the purchasing and marketing may want to attend this meeting. (Training may include more than one RIC)

Session 2: Server Configuration Training

Location: To be determined

Length: 1 day

Training for RIC in which CCA will provide a demonstration installation of a typical stand alone *WinCap* server. The staff attending the training must be proficient with MS Server 2010 and have previously installed Server 2010 servers prior to attending training; also helpful but not required would be Citrix XenApp training or experience. The demonstration will cover *WinCap* customized installation starting with MS Server 2010 through final configuration including check & tax form printing, email setup, standard modem setup, user profiles, and menus. Training also includes platform maintenance and disaster recovery setup, and the additional setup items necessary for the RIC financial support staff on the RIC *WinCap* Application Support/Disaster Recovery Server. Attendees will discuss financial/human resource audit considerations and configuration of disaster recovery preparedness. (Training may include more than one RIC)

Independent Lab Work: RIC Staff Build RIC DRS/Training Server

Location: not applicable

Length: 1 day

After completion of the Session Two Training and prior to Session Three Training, RIC staff should build their RIC DRS/Training server on their own. Issues encountered can be discussed/resolved at the Session Three Training. For Session Three Training, DRS/Support server should be available, either at training, or accessible online. Phone support is available to staff during this independent lab work.

Session Three: Hands on Server Training

Location: to be determined

Length: 1 day

RIC staff will setup a district *WinCap* server. CCA staff will be on site to assist as RIC staff goes through setup of the district server. Hardware installs and MS Server install should be completed prior to training date. (Training may include more than one RIC)

Day Four: District On Site Installation

Location: to be determined

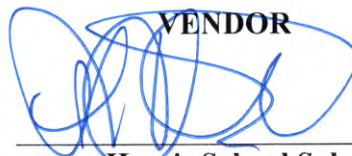
Length: 1 day

CCA will accompany individual RIC staff to district and guide staff through onsite install check list including integration of *WinCap* server into district WAN, client and printer installation, training of local technical staff and *WinCap* system manager. Setup of district check printers and testing of MICR/window envelope alignment. RIC staff will have hands on training installing clients and printers, including the RIC's own *WinCap* Application Support staff. *(CCA will assist each RIC with their first district server install at district)*

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Educational Services**

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Exhibit M

WinCap Platform Support—Roles and Responsibilities of RIC

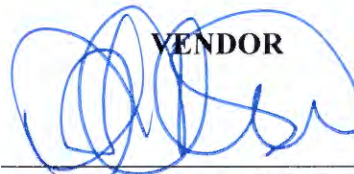
RIC SERVICES	
P1.0 PLATFORM SETUP	
P1.1	Spec server and printers and assure other site requirements are met, including LAN/WAN/Internet connectivity, and remote access for RIC and CCA support staff (internet)
P1.2	Order Equipment; make provisions for back-up tapes, cleaning tapes and other platform supplies
P1.3	Configure server – install all hardware and O/S software and other utilities; configure as per established standards and guidelines; configure tape backup and UPS management software
P1.4	On-site delivery and integration of App Server into LAN/WAN Internet environment
P1.5	Install client software for central office "remote" workstations as arranged with district
P1.6	Test basic production environment – access WinCap, print to network and local printers, remote support access via dial-up and the internet; coordinate with app support staff
P1.7	Orientation and training for local network admin/technical support staff to update client workstations; apply client software hot fixes and upgrades; accessing printers
P1.8	Orientation and training for district System Manager—tape backups; roles and responsibilities regarding the reporting of problems and issues as they relate to system performance and technical matters; XenApp admin utilities for shadowing users and user log-off
P1.9	Distribute initial documentation and installation procedures re: client software installs and printer configuration procedures and other pertinent App Server documentation for district technicians
P2.0 MAINTENANCE & GENERAL SITE SUPPORT	
P2.1	Local RIC help desk support for WinCap system managers/local technicians regarding system performance issues or failures.
P2.2	Update Anti-virus software
P2.3	Assure adherence to software licensing standards
P2.4	Perform basic maintenance recommended by hardware manufacturers; coordinate replacement of backup tapes and tape drive cleaning tapes

P2.5	Coordinate upgrading of district servers—hardware and/or O/S licenses—based on district needs; make recommendations based on server performance “issues”, consult with CCA if necessary
P2.6	Install O/S hot fixes, patches and maintenance releases as directed by CCA
P2.7	Install O/S upgrades per schedule prescribed by CCA
P2.8	Maintain test data regions on RIC DRS/Training Application Server.
P3.0	DISASTER RECOVERY
P3.1	Establish a disaster recovery plan for the region and for each specific site.
P3.2	Coordinate disaster recovery procedures in the event of server failure or other “disaster”
P3.3	Maintain equipment warranties and dispatch on-site warranty service as necessary for BOCES-owned equipment, or make other necessary arrangements for equipment repairs or replacement
P3.4	Verify data backup prior to server work
P3.5	Transfer/Restore data at DR site, activate DR mode, restore data back on home server, deactivate DR mode – Coordinate activities with CCA staff.
P3.6	Local RIC help desk support for WinCap system managers/local technicians regarding system failures—initial assessment and trouble-shooting of problems
P3.7	Emergency on-site assistance relative to disaster recovery procedures where issues cannot be resolved through remote online procedures or through telephone troubleshooting.
P3.8	Remote Performance monitoring of App Server- #concurrent users, memory/processor/disk space—to assess % of capacity usage
P3.9	Audit tape backup procedures
P3.10	Optional—Offer remote backup or “hot-site” service options

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Southern Westchester Board of Cooperative Educational Services

VENDOR



Harris School Solutions

DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING
BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT A CONTRACT
BETWEEN CAPITAL COMPUTER ASSOCIATES AND
SW Board of Cooperative Educational Services

This Data Sharing and Confidentiality Agreement ("DSC Agreement") is made and entered into by and between Capital Computer Associates ("Vendor"), having its principal offices at 1 Antares Drive, Suite 400, Ottawa, ON, Canada, K2E8C4, and the

SW Board of Cooperative Educational Services

("CLIENT"), having its principal offices at

(collectively referred to as the "Parties"). 17 Berkley Drive, Rye Brook, New York 10573

1. Purpose and Term

(a) CLIENT and Vendor are parties to an earlier agreement commencing on July 1, 2023("the Contract"). This DSC Agreement is entered into in order to conform the Contract to the requirements of New York State Education Law Section 2-d and Part 121 of the Regulations of the NYS Commissioner of Education (collectively referred to as "Section 2-d"). This DSC Agreement consists of the terms and conditions set forth herein, a copy of CLIENT Bill of Rights for Data Security and Privacy signed by Vendor, and the "Supplemental Information about a Contract between Vendor and CLIENT" that is required to be posted on CLIENT' website.

(b) By affixing their signatures to this DSC Agreement below, CLIENT and Vendor agree that the term of this DSC Agreement shall commence as of the date of mutual execution of this DSC Agreement by the Parties, and shall continue through and until the date of expiration of the Contract (or, through and until the date of expiration of an authorized renewal term or other authorized amendment of the Contract, if any) (the "Term"). Vendor shall comply with all terms, conditions and obligations as set forth in this DSC Agreement, including those set forth in CLIENT' Bill of Rights for Data Security and Privacy and the Supplemental Information about a Contract between Vendor and CLIENT, throughout the duration of the Term of this DSC Agreement, and this DSC Agreement shall supersede and take the place of any DSC Agreement entered into, or any similar data sharing and confidentiality language previously agreed to by the Parties (within the Contract or otherwise), prior to the date of mutual execution of this DSC Agreement.

(c) To the extent that any terms contained within the Contract, or any terms contained within any other agreements or exhibits attached to and made a part of the Contract, conflict with the terms of this DSC Agreement, the terms of this DSC Agreement will apply and be given effect. In the event that Vendor has online or written Privacy Policies or Terms of Service (collectively, "TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the Contract, to the extent that any term of the TOS (in effect as of the date of commencement of the Contract, and/or as subsequently amended) conflicts with the terms of this DSC Agreement, the terms of this DSC Agreement will apply and be given effect.

2. Definitions

Any capitalized term used within this DSC Agreement that is also found in the Contract, if any, will have the same definition as contained within the Contract.

In addition, as used in this DSC Agreement:

(a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the Contract.

(b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the Contract.

(c) "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor's Product.

(d) "Participating Educational Agency" means a school district within New York State that purchases certain shared technology services and software through a Cooperative Educational Services Agreement ("CoSer") with CLIENT, and as a result is licensed to use Vendor's Product pursuant to the terms of the Contract. For purposes of this DSC Agreement, the term also includes CLIENT if licensed to use Vendor's Product pursuant to the Contract to support its own educational programs or operations.

(e) "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1."

3. Confidentiality of Protected Data

(a) Vendor acknowledges that the Protected Data it receives pursuant to the Contract may originate from several Participating Educational Agencies located within New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.

(b) Vendor will maintain the confidentiality of all Protected Data it receives in accordance with applicable federal and state law (including but not limited to Section 2-d) and this DSC Agreement, as may be amended by the parties. Vendor acknowledges that CLIENT is obligated under Section 2-d to adopt a policy on data security and privacy, but that adoption may not occur until a date subsequent to the effective date of this DSC Agreement. CLIENT will provide Vendor with a copy of its policy as soon as practicable following adoption, and Vendor and CLIENT agree to engage in good faith negotiations to modify this DSC Agreement to the extent necessary to ensure the parties' continued compliance with Section 2-d. Such modifications will become binding on the parties when made in writing and signed by both Parties.

4. Vendor's Data Security and Privacy Plan

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data it receives from Participating Educational Agencies in accordance with CLIENT' Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor's Data Security and Privacy Plan are as follows:

(a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this DSC Agreement, consistent with CLIENT' data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in

conformance with all applicable federal, state, and local laws and the terms of this DSC Agreement. In the event Vendor's policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.

(b) As contained in the NIST Cybersecurity Framework, in order to protect the security, confidentiality and integrity of the Protected Data that it receives under the Contract, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the Contract:

Data Security:

- Data-at-rest & data-in-transit is encrypted
- Data leak protections are implemented

Information Protection Processes and Procedures:

- Data destruction is performed according to contract and agreements within 90 days of notice or termination of agreement
- A plan for vulnerability management is developed and implemented

Protective Technology:

- Log/audit records are ascertained, implemented, documented and reviewed according to policy
- Network communications are protected

Identity Management, Authentication and Access Control:

- Credentials and identities are issued, verified, managed, audited and revoked, as applicable, for authorized devices, processes and users
- Remote access is managed

(c) Vendor will comply with all obligations set forth in CLIENT' "Supplemental Information about a Contract between Vendor and CLIENT." below.

(d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.

(e) Vendor X will _____ will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the Contract. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the Contract, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in the "Supplemental Information about a Contract between Vendor and CLIENT," below.

(f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this DSC Agreement.

(g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the Contract is terminated or expires, as more fully described in the "Supplemental Information about a Contract between Vendor and CLIENT," below.

5. Additional Statutory and Regulatory Obligations

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the Contract and the terms of this DSC Agreement:

(a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).

(b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the Contract.

(c) Not use Protected Data for any purposes other than those explicitly authorized in this DSC Agreement.

(d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the Contract, unless:

- (i) the parent or eligible student has provided prior written consent; or
- (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure unless such notice is expressly prohibited by the statute or court order.

(e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its custody;

(f) Use encryption technology that complies with Section 2-d, as more fully set forth in the "Supplemental Information about a Contract between Vendor and CLIENT," below.

(g) Provide notification to CLIENT (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this DSC Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.

(h) Promptly reimburse CLIENT or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

6. Notification of Breach and Unauthorized Release

(a) Vendor shall promptly notify CLIENT of any breach or unauthorized release of Protected

Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

(b) Vendor will provide such notification to CLIENT by contacting ,
Victor Pineiro

CLIENT Data Privacy Officer, at vpineiro@swboces.org

(c) Vendor will cooperate with the CLIENT and provide as much information as possible directly to the data privacy officer or designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist CLIENT or its Participating Districts if they have additional questions.

(d) Vendor acknowledges that upon initial notification from Vendor, CLIENT, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by CLIENT, Vendor will promptly inform Victor Pineiro

or designee.

(e) Vendor will consult directly with Victor Pineiro or designee prior to providing any further notice of the incident (written or otherwise) directly to any other CLIENT or Regional Information Center, or any affected Participating Educational Agency.

IN WITNESS WHEREOF, the Parties have caused this DSC Agreement to be executed by their duly authorized representatives as of the dates set forth below.

CAPITAL COMPUTER ASSOCIATES, INC.

By:



Printed Name: Ben M. Childs

Title: Executive Vice President

Date: 3/11/2024

BY THE CLIENT:

By:

Printed Name:

Title:

Date:

Parents' Bill of Rights for Data Privacy and Security

In accordance with New York State Education Law Section 2-d, the Southern Westchester Board of Cooperative Educational Services ("Southern Westchester BOCES") hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

- (1) New York State Education Law Section 2-d (Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assure the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in their child's education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the Southern Westchester BOCES will, upon request of parents, legal guardians or eligible students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll. An eligible student is a student who has reached 18 years of age or attends a postsecondary institution.
- (2) A student's personally identifiable information cannot be sold or released for any commercial purposes;
- (3) Personally, identifiable information includes, but is not limited to:
 - i. The student's name;
 - ii. The name of the student's parent or other family members;
 - iii. The address of the student or student's family;
 - iv. A personal identifier, such as the student's social security number, student number, or biometric record;
 - v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
 - vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
 - vii. Information requested by a person who the Southern Westchester BOCES reasonably believes knows the identity of the student to whom the education record relates.

- (4) In accordance with FERPA, Section 2-d and Southern Westchester BOCES Policy No. 7240, Student Records: Access and Challenge, parents and legal guardians have the right to inspect and review the complete contents of their child's education record.
- (5) Southern Westchester BOCES has the following safeguards in place: Encryption, firewalls and password protection, which must be in place when data is stored or transferred.
- (6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review at the following links or can be obtained by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, NY 12234:

http://www.p12.nysed.gov/irs/data_reporting.html

<http://data.nysed.gov/>

<http://www.p12.nysed.gov/irs/sirs/documentation/nyssisguide.pdf>

- (7) Eligible students, parents and legal guardians have the right to have complaints about possible breaches of student data addressed. Any such complaint should be submitted, in writing, to the Data Protection Officer of Southern Westchester BOCES at dpo@swboces.org or at 450 Mamaroneck Avenue, Harrison, New Yorkk 10528. Parents can direct any complaints regarding possible breaches via the electronic form on the Southern Westchester BOCES home page, under Resources, and Student Privacy. The complaint form can also be found by going to <https://bit.ly/swbdatabreach>. Alternatively, a written complaint may also be submitted to the Chief Privacy Officer of the New York State Education Department using the form available at <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure> or writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.

SUPPLEMENTAL INFORMATION ABOUT A CONTRACT BETWEEN
CAPITAL COMPUTER ASSOCIATES AND

SW Board of Cooperative Educational Services

CLIENT has entered into a Contract with Capital Computer Associates which governs the availability to Participating Educational Agencies of the following Product(s):

WinCap

Pursuant to this Contract, Participating Educational Agencies (*i.e.*, those educational agencies that are authorized to use the above Product(s) by purchasing certain shared technology services and software through a Cooperative Educational Services Agreement with CLIENT) may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data"). Vendor has also entered into a separate Data Sharing and Confidentiality Agreement ("DSC Agreement") with BOCES setting forth Vendor's obligations to protect the confidentiality, privacy and security of Protected Data it receives pursuant to the Contract.

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to the Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized above or in the DSC Agreement. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized persons or entities i, it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging their obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the Contract and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements.

Duration of Contract and Protected Data Upon Expiration:

- The Contract commences on July 1, 2023 and renews annually.
- Upon expiration of the Contract without renewal, or upon termination of the Contract prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data within 90 days of notice. If requested by CLIENT and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.
- In the event the Contract is assigned to a successor Vendor (to the extent authorized by the Contract), the Vendor will cooperate with CLIENT as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon

request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide CLIENT with a certification from an appropriate officer that these requirements have been satisfied in full.


Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of any APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

HARRIS SCHOOL SOLUTIONS
ADDENDUM #1

Capital Computers Associates, Inc, DBA Harris School Solutions agrees to using the current Parents Bill of Rights for SWBOCES/ LHRIC provided the SWBOCES and LHRIC notify Harris School Solutions within 60 days of any changes. Notifications to HSS should be addressed to bchilds@harriscomputer.com and wincap@harriscomputer.com. HSS would retain the right to approve such changes prior to them taking effect.



Harris School Solutions

Ben M. Childs

Name

Executive Vice President

Title

1/3/2024

Date

Victor Pineiro Digitally signed by Victor Pineiro
Date: 2024.01.02 08:56:20 -05'00'

SWBOCES / LHRIC

Victor Pineiro

Name

Dir. of Technology/DPO

Title

01/02/2024

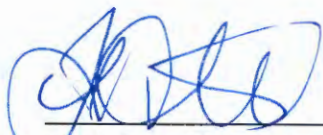
Date

HARRIS SCHOOL SOLUTIONS
ADDENDUM #2

Upon the expiration or termination of the Agreement, if requested by Southern Westchester BOCES and/or a Customer, Company will assist Southern Westchester BOCES and/or requesting Customer(s) in exporting all student, teacher or principal data previously received from Southern Westchester BOCES and/or Customer(s) or generated by the Company pursuant to the Agreement. In addition, all information and data of Southern Westchester BOCES and/or Customer(s) remaining in Company's possession will be:

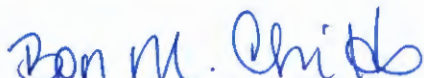
- Securely deleted and/or destroyed within 60 (sixty) days in the following manner: accounts will be deidentified and removed from service.

- If student data or teacher or principal data is to be maintained by Company for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Company in a secure data facility located within the United States.



Harris School Solutions

SWBOCES/ LHRIC



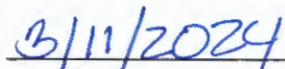
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