#### Addendum E

#### PARENTS' BILL OF RIGHTS - SUPPLEMENTAL INFORMATION ADDENDUM

- 1. EXCLUSIVE PURPOSES FOR DATA USE: The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by IDSC Holdings LLC dba Snap-on Industrial (the "Vendor") are limited to the purposes authorized in the contract between the Vendor and Sullivan BOCES (the "BOCES") dated (the "Contract Date").
- 2. SUBCONTRACTOR OVERSIGHT DETAILS: The Vendor will ensure that any subcontractors, or other authorized persons or entities to whom the Vendor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law § 2-d; 8 NYCRR § 121).
- 3. CONTRACT PRACTICES: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. Vendor will destroy or erase protected data from its systems or anonymized when it has reached the applicable retention period.
- 4. DATA ACCURACY/CORRECTION PRACTICES: A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the BOCES in a Vendor's product and/or service by following the BOCES's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by BOCES in Vendor's product and/or service by following the appeal procedure in the BOCES's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
- 5. SECURITY PRACTICES: Confidential Data provided to Vendor by the BOCES will be stored in Lisle, Illinois. The measures that Vendor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
- 6. **ENCRYPTION PRACTICES**: The Vendor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

## Addendum F

### VENDOR'S DATA SECURITY AND PRIVACY PLAN

https://www.snapon.com/EN/Privacy-Policy

Data Protection and Privacy education is provided yearly via online training modules.

# IDSC HOLDINGS LLC & SNAP-ON INDUSTRIAL, A DIVISION OF IDSC HOLDINGS LLC

#### CERTIFICATION OF SECRETARY

I, GERALD J. HEINZ, Secretary of IDSC Holdings LLC, a Wisconsin limited liability company (the "Company"), do hereby certify that Gustavo Gonzalez is a duly elected, qualified and acting Vice President of the Company and is authorized to sign contracts and other agreements on behalf of the Company.

I FURTHER CERTIFY that Snap-on Industrial is a Division of the Company and that Gustavo Gonzalez is authorized to sign contracts and other agreements on behalf of Snap-on Industrial, a Division of IDSC Holdings LLC.

IN WITNESS WHEREOF, I have hereunto affixed my signature this  $28^{+n}$  day of Sepkmber, 2021.

IDSC Holdings LLC

Gerald J. Heinz

Secretary



## Quote

Submit to

Snap-on Industrial 3011 IL RTE 176, Door 1

Crystal Lake, IL 60014 877-740-1900

**Quote Number** 

IMP-000753145

**Quote Date** 

5/3/2021

Quote Expiration Date 7/3/2021

Contact Name

Email

Phone Number

**Customer BP** 

**Customer Name** 

200739992 **BOCES SULLIVAN** 

**COUNTY VO-TECH** 

Sales Rep

GEORGE, BRANDON

Mobile #

**Email Address** 

Brandon.H.George@snapon.com

Ship Via

1 - UPS GROUND

**Payment Terms** 

P30 - NET 30 DAYS

Ship to

200739992

**BOCES SULLIVAN COUNTY VO-TECH** 

**52 FERNDALE LOOMIS ROAD** 

LIBERTY NY 12754

Bill to

200106897

**BOCES SULLIVAN COUNTY VO-TECH** 

**6 WIERK AVENUE** 

LIBERTY NY 12754

Part Number SKPDOSCHL

Description

**EDU SKPRO 100 USERS** 

Quantity

Line Total

\$1,154.61

Notes: 1yr SK Repair and Estimating (class 1-3) - for Education Accounts

Total Weight

1.00 lbs

Subtotal

\$1,154.61

Shipping

\$9.94

Tax total

\$0.00

**Grand Total** 

\$1,164.55

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

\*Please provide vendor and pricing information to customer service on this part number.

#### **AMENDMENT**

THIS AMENDMENT entered into on July 26, 2022 amends the Software License Vendor Agreement ("Agreement") dated September 28, 2021 entered into by and between the Sullivan County BOCES ("BOCES") and IDSC Holding LLC dba Snap-on Industrial ("Vendor") (collectively "Parties").

WHEREAS, the Agreement expires on September 28, 2022; and

WHEREAS, BOCES and Vendor desire to extend the term of the Agreement as reflected herein.

**NOW THEREFORE,** for valuable consideration the Parties hereto amend the Agreement as follows:

- 1. Term. The Term of the Agreement is hereby extended for one (1) year, such that the Term shall expire on September 28, 2023.
- 2. Conflict. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. All of the defined terms in the Agreement shall have the same definitions in this Amendment, unless otherwise defined herein.
- 3. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the date first set forth above.

SULLIVAN COUNTY BOCES

Signature

Robert Dufour

Name

**VENDOR** 

Signature Bart Wignall

President, Industrial Division

Name Evice President, IDSC Holdings LLC

#### **AMENDMENT**

THIS AMENDMENT entered into on 21 June 20,2023 amends the Software License Vendor Agreement dated July 26, 2022 entered into by and between the Sullivan County BOCES ("BOCES") and IDSC Holding LLC dba Snap-on Industrial ("Vendor") ("Agreement").

WHEREAS, the Agreement expires on September 28, 2023; and

WHEREAS, BOCES and Vendor desire to extend the term of the Agreement as reflected herein.

**NOW THEREFORE**, for valuable consideration the Parties hereto amend the Agreement as follows:

- 1. Term. The Term of the Agreement is hereby extended for one (1) year, such that the Term shall expire on September 28, 2024.
- 2. Conflict. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. All of the defined terms in the Agreement shall have the same definitions in this Amendment, unless otherwise defined herein.
- 3. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first set forth above.

SULLIVAN COUNTY BOCES

IDSC HOLDINGS LLC DBA SNAP-ON INDUSTRIAL

--- DocuSigned by:

William Willetts

Signature

William Willetts

Name

Signature

Name

#### **AMENDMENT**

**THIS AMENDMENT** entered into on September 28, 2024 amends the Software License Vendor Agreement dated July 26, 2022 entered into by and between the Sullivan County BOCES ("BOCES") and IDSC Holdings LLC dba Snap-on Industrial ("Vendor") ("Agreement").

WHEREAS, the Agreement expires on September 28, 2024; and

WHEREAS, BOCES and Vendor desire to extend the term of the Agreement as reflected herein.

**NOW THEREFORE,** for valuable consideration the Parties hereto amend the Agreement as follows:

- 1. Term. The Term of the Agreement is hereby extended for one (1) year, such that the Term shall expire on September 28, 2025.
- 2. Conflict. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. All of the defined terms in the Agreement shall have the same definitions in this Amendment, unless otherwise defined herein.
- 3. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first set forth above.

SULLIVAN COUNTY BOCES

Ciamatana

Name

VENDOR

DocuSigned by:

Bill Willetts

Signature

William H. Willetts,

Vice President, Direct Sales North America

Name