



Amendment to National Business Technologies Concord Agreement

THIS Amendment ("Amendment") to National Business Technologies Concord Agreement dated July 17, 2025, is entered into this 29th day of **August, 2025**, ("Effective Date") between National Business Technologies ("Vendor"), with its principal place of business at 15 Corporate Cir. Albany, NY 12203 and Shenendehowa Central School District, with its principal place of business at 5 Chelsea Place, Clifton Park, NY 12065 ("Client") (collectively referred to as the "Parties").

Recitals

Vendor and Shenendehowa Central School District entered into the Concord Technologies Agreement dated July 17, 2025, ("Agreement");

Vendor and Shenendehowa Central School District wish to update the terms under the Agreement;

Vendor and Shenendehowa Central School District wish to ratify and affirm the terms of the Agreement, subject to the modifications set forth in this Amendment; and,

The Parties desire to enter into this Amendment for those purposes.

Agreement

Now, therefore, in consideration of the mutual promises set forth in the Agreements and this Amendment, the Parties agree as follows:

1. Educational Data. As used herein, "Educational Data" means the student, teacher, or principal data that is protected under applicable state or federal law that is contained in faxes provided by or on behalf of a Vendor customer ("Customer") for processing by or through the Services. The Parties acknowledge and agree that Customer retains all ownership rights in and to the Educational Data. Reseller represents and warrants to Concord that Reseller has obtained from Vendor's customers all rights necessary to use, process, and transmit Educational Data.
2. Data Privacy.
 - a. Concord will implement administrative, technical, and physical safeguards designed to protect the security and privacy of Educational Data. Educational Data shall be encrypted in transit and at rest. Concord employees who may have access to Educational Data are required to complete annual data privacy training.
 - b. Concord will neither access, use, nor disclose Educational Data except as necessary to provide the Services to Reseller.
3. Subcontractors. If, and to the extent, that Concord utilizes subcontractors to process Educational Data, Concord shall require that such subcontractors agree to obligations at least as restrictive as those that apply to Concord with respect to the confidentiality and privacy of data.



4. Unauthorized Use and Disclosure of Educational Data. Concord will promptly, and in no event in more than seven (7) business days, notify Reseller of any unauthorized use or disclosure of Educational Data of which it becomes aware. To the extent known by Concord, Concord will provide Reseller with a description of the incident, the date of the incident, the date Concord 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 Reseller customer(s) affected, a summary of what Concord has done or plans to do to investigate the incident, steps taken to mitigate any further unauthorized access or release of Concord Data, and contact information for Concord representatives who can assist affected individuals that may have additional questions
5. Full Force and Effect. Except as modified herein, the remaining terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, the Parties have executed this Amendment as of the day and date first set forth above.

Shenendehowa Central School District

Signed by: _____ 9/4/2025
By: Rebecca Carman
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Name: Rebecca Carman

National Business Technologies

Signed by: _____ 9/4/2025
By: Dave Mueller
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Name: Dave Mueller