



mindex.com

☎ 585 424 3590

250 Alexander Street
Rochester, NY 14607

AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT to that certain Master Agreement by and between Mindex Technologies, Inc. (“**Mindex**”) and The Greater Southern Tier BOCES (“**Customer**”) dated October 31, 2023, as amended (the “**MSA**”) is made and executed as of the last date of signature below (“**Effective Date**”) by and between Mindex and Customer (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Customer was receiving ClearTrack²⁰⁰ and RTI Edge (the “**Software**”) and associated support services from Broome-Tioga BOCES (“**BT BOCES**”) under certain oral and/or written contracts, agreements, and/or understandings with BT BOCES (collectively, the “**Software Agreement**”);

WHEREAS, Mindex and BT BOCES entered into an Asset Purchase Agreement whereby Mindex purchased the Software from BT BOCES;

WHEREAS, pursuant to the Asset Purchase Agreement, BT BOCES assigned its rights and obligations under the Software Agreement to Mindex;

WHEREAS, Mindex is already providing separate software and associated support services to Customer under the MSA;

WHEREAS, Mindex and Customer desire to terminate the Software Agreement and amend the MSA to add reference to the Software and additional services;

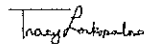
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Termination of the Software Agreement.** The Parties hereby agree to terminate the Software Agreement, effective on the Effective Date of this Amendment. The Parties further agree that neither Party shall have any liability to the other under the Software Agreement.
- 2. Amendment.**
 - a. All references to the “Services” and “Deliverables” under the MSA are hereby amended to include the Software and Mindex’s Advanced Analytics offering. For clarity, Mindex’s provision of the Software will be governed by the MSA as of the Effective Date.
- 3. Additional Terms.**
 - a. The Parties agree that Customer has paid for the Software in full through June 30, 2025.
 - b. The Parties agree that Customer does not owe any fees for the Advanced Analytics offering through June 30, 2025.

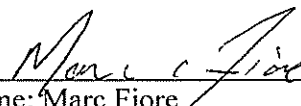
- c. For the avoidance of doubt, the terms of this Amendment supersede and replace any terms of the Software Agreement.
- d. Except as expressly provided herein, all terms, conditions and provisions of the MSA shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date by their duly authorized representatives.

Customer

By  Digitally signed by Tracy Loukopoulous
Date: 2024.11.04
10:30:40 -05'00'
Name: Tracy Loukopoulous
Title: Assistant Superintendent for Finance & Operations
Date: 11-4-24

Mindex

By 
Name: Marc Fiore
Title: President
Date: 11-5-2024