

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 22-DPR-SLA-638
AMENDMENT NUMBER 2**

This Amendment Number 2 is made on the date of execution by the County and amends Agreement Number 22-DPR-SLA-638 (“Main Agreement”) dated February 18, 2022, between ePACT Network Ltd. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. Add a new preschool Dashboard setup for a total of a one-time payment of \$600. Based on the attached quote# QU080723.

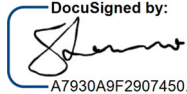
All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

EPACT NETWORK LTD.

AUTHORIZED SIGNATURE:  F3B19877EB39437...

AUTHORIZED SIGNATURE:  A7930A9F2907450...

NAME: Javier Iturralde

NAME: Stewart Aguanno

TITLE: Procurement Officer

TITLE: CEO

DATE: 9/22/2023

DATE: 9/22/2023



QUOTE-QU080723

Arlington County Parks and Recreation
 Attn: Deborah Hay
 2100 Clarendon Blvd
 Suite 414
 Arlington VA 22201
 UNITED STATES

Date
20 Sept 2023

Expiry
31 Oct 2023

Quote Number
QU080723

Reference
Quote for new
Preschool Dashboard
Aug 2023

GST Number
83794 3307 RT0001

ePACT Network Ltd.
 105 - 267 Esplanade West
 NORTH VANCOUVER BC
 V7M 1A5
 CANADA
 (604)210-5070

Description	Quantity	Unit Price	Amount USD
New Dashboard setup	1.00	800.00	800.00
Discount on service	1.00	25%	-200.00
Subtotal			600.00
TOTAL USD			600.00

Terms

Initial Term: 1 year

Renewal Term: The services described above will renew annually at the end of the Initial Term and on the anniversary of each year thereafter for successive 1 year periods (each a "Renewal Term"), based on the total number of unique Members that has been associated with your account during the preceding the Initial Term or Renewal Term, as applicable. For illustration purposes, if during the preceding Renewal Term, there were 100 unique Members associated with your account, notwithstanding that only 50 unique Members were associated with your account at any given time, the renewal will be based on 100 unique Members.

In the event that the Organization requests that a subsequent Renewal Term is to begin at a later date than immediately after the end of the preceding Initial Term or Renewal Term, Organization will be invoiced a prorated amount based on the preceding Term's fees, including service capacity adjustment fees, until the subsequent Renewal Term begins. For illustration purposes, if an Initial Term or Renewal Term ends on December 31 but the Organization requests that the subsequent Renewal Term begins on February 1 instead of January 1, then the Organization will be invoiced prorated fees for the period from January 1 to January 31.

A subscription must be cancelled at least 30 days prior to the commencement of each renewal period in order for the cancellation to be effective.

Service Capacity: If the total number of unique Members that has been associated with your account during the Initial Term or any Renewal Term exceeds the number of Members that ePACT had previously invoiced you for, ePACT will invoice you an amount that corresponds with the number of excess Members at the end of the Initial Term or each Renewal Term, as applicable, except if such amount exceeds \$100, in which case ePACT may invoice you such amount anytime. For illustration purposes, if during a Renewal Term, 50 unique Members were associated with your account, and you subsequently delete those 50 unique Members and add an additional 50 different and unique Members, the total number of unique Members would be 100 for that Renewal Term. Thus, if we had previously invoiced you for 50 unique Members, then we would have the right to invoice you for the additional 50 unique Members.

Note: For additional details, please read the Terms and Conditions below.

Terms and Conditions (Please Read Carefully)

The terms and conditions, located at: <https://www.epactnetwork.com/corp/about-us/terms-use-organization/>, (the "Terms of Service"), as amended by the addendum, attached (the "Addendum"), and the privacy and security policies located at <https://www.epactnetwork.com> (the "Privacy Policy and Security Policy") form part of, and are incorporated into this subscription order form ("Subscription Order Form").

THE SUBSCRIPTION ORDER FORM, TOGETHER WITH THE TERMS OF SERVICE, AS AMENDED BY THE ADDENDUM, AND THE PRIVACY AND SECURITY POLICIES FORM A BINDING AGREEMENT BETWEEN YOU AND US. BY CLICKING ACCEPT ON THIS SUBSCRIPTION ORDER FORM (THE DATE THAT YOU CLICK ACCEPT, THE "EFFECTIVE DATE"), YOU: (A) REPRESENT AND WARRANT THAT: (I) YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION; (II) YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS; AND (III) ALL INFORMATION SUPPLIED BY YOU TO US IS TRUE, ACCURATE, CURRENT AND COMPLETE; AND (B) AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF PERSON OR ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THIS AGREEMENT.