

**AMENDMENT TO
SUPPLEMENTAL AGREEMENT DATED March 20 , 2023**

This AMENDMENT to the SUPPLEMENTAL AGREEMENT (hereinafter "Amendment") by and between 34ED, LLC dba Centegix (hereinafter "INDEPENDENT CONTRACTOR") and DEKALB COUNTY SCHOOL DISTRICT (hereinafter "DCSD"). INDEPENDENT CONTRACTOR and DCSD are collectively referred to herein as the "Parties" and singly, as a "Party."

RECITALS

WHEREAS, Independent Contractor and DCSD entered into a Supplemental Agreement Effective March 20, 2023 (the "Agreement") in the amount of Two Million Four Hundred and Twenty-Two Thousand Five Hundred Dollars (\$2,422,500.00);

WHEREAS, the Parties hereto desire to amend the Agreement to modify the Agreement terms, as more fully set forth below;

NOW THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Section 2 and 3 of the Agreement are hereby amended to increase the contract amount and modify the renewal term period by deleting the sections in their entirety and substituting the following:

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1. LIMITS ON AGREEMENT PRICE AND SCOPE OF WORK: Vendor acknowledges and agrees that this Agreement is for a period of at most five (5) years and a price no greater than Three Million Nine Hundred and Thirty-Three Thousand Dollars (\$3,933,000 USD). Vendor agrees not to subdivide projects in an effort to evade the provisions of such Law.

2. TERM: The term of this Agreement is for a period of three (3) years from the date hereof (the "Initial Term"). In addition to the Initial Term, this Agreement also contains one (1) two-year optional renewal period (the "Renewal Term" and, collectively with the Initial Term, the "Term"), which option may be exercised by DCSD solely in its discretion and upon the receipt of such approvals from DCSD's Board of Education as may be required. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of DCSD at the end of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; provided, however, that this Agreement shall be automatically renewed unless DCSD delivers a notice of non-renewal to Vendor at least thirty (30) days prior to the end of such calendar year, unless this Agreement has otherwise been terminated as provided herein. At the end of the Term, DCSD may elect to have Vendor complete any open Purchase Order or terminate such Purchase Order, in DCSD's sole and absolute discretion.”

2. No Other Amendments. Except as expressly provided in this Amendment, each of the terms and provisions of the Service Agreement shall remain in full force and effect in accordance with their terms. From and after the date of this Amendment, all references in the Agreement or in any of the schedules or instruments executed in connection therewith, to the "Agreement" or to the "Contract," as between the Parties only, shall be deemed to be references to the Agreement, as amended by this Amendment.
3. Ratification of Agreement. The Agreement, as modified by the amendments provided for herein, is hereby ratified, confirmed and adopted, and shall continue in full force and effect.
4. Binding Effect. This Amendment shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against all the Parties and their respective legal representatives, successors and permitted assigns.
5. Severability. If any section, or portion thereof, of this Amendment is held to be unenforceable by a court of competent jurisdiction, or any governmental body duly authorized by law, such holding shall in no way affect the remainder of this Amendment but said unenforceable provision shall be as though it were never included herein, provided that such changes do not wholly frustrate the primary purpose of this Amendment.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by electronic transmission in .PDF or .TIF format which shall be deemed originals.

IN WITNESS WHEREOF, this Amendment has been signed by each of the Parties hereto as of the date set forth above.

DEKALB COUNTY SCHOOL DISTRICT

By: 

Name: Dr. Vasanne Tinsley

Title: Interim Superintendent

Date: 3/29/2023

INDEPENDENT CONTRACTOR

By: 

Name: 34ED LLC (dba Centegix)

Title: CFO

Date: March 20, 2023