



ADDENDUM NO. 1
TO SUBSCRIPTION AGREEMENT
TOWN OF APEX

This Addendum No. 1 ("Addendum") is entered into by and between **ePACT Network Ltd.**, having a registered office at 366 Adelaide Street. E #411, Toronto, Ontario, Canada, M5A 3X9 ("**ePACT**," "**Licensor**," "**we**," "**our**," or "**us**") and **Town of Apex** having its principal address at 53 Hunter Street, Apex, NC 27502 ("**Customer**," "**Licensee**," "**you**" or "**your**"). Each may be referred to as a "**Party**," and, collectively as the "**Parties**." This Addendum is effective as of the date of the last signature below.

WHEREAS, on August 1, 2023, ePACT and Town of Apex entered into a Subscription Agreement (the "**Agreement**"); and

WHEREAS, the Parties desire to amend the Agreement to reflect updated pricing, service package, and contract term for the 2026-2027 renewal period; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties agree to amend the Agreement as follows:

1. The Agreement is hereby amended to reflect the following updated contract term:
September 1, 2026, through August 31, 2027.
2. The service package is hereby amended from the Enterprise Package to the Pro Package, which includes the following services: Configurable Set-up Electronic Health Record Collection & Management; Waiver Management (E-signature) and Custom Consents; Custom Other Operational Questions and Shared Files Collection; Email and One-Way Text Messaging; Automated Messaging for Members; Advanced Filtering & Reporting; Mobile App with Offline Access; Optional Two Factor Authentication; and Single Sign On (if purchased).
3. The Agreement is hereby amended to reflect updated pricing for the 2026-2027 term as follows: 625 Pro Licenses (Members) at \$5.00 per license = \$3,125.00; Auto-Archiving (<1,000 Records) = \$1,000.00; Total: \$4,125.00.
4. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect.

Additional Services, Products, and/or Hardware may be added at any time, and an updated invoice will be provided to reflect any changes in fees.



ACCEPTANCE

Customer acknowledges that it has read, understands and accepts this Addendum as written, inclusive of all attachments, schedules or exhibits, as may be revised, and agrees to pay all Fees and all other charges permitted by the Agreement and this Addendum. The individual signing the Agreement on behalf of Customer acknowledges that he/she has the proper legal authority to act on the Customer's behalf and to bind the Customer to this Addendum.

SIGNATURES ON FOLLOWING PAGE

Digital Signatures. A signed copy of the Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of the Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

WHEREFORE, the parties have caused this Addendum to be duly executed on the date set forth opposite their signature.



Town of Apex:

By _____

(Name) Jon Griffin

(Title) Finance Director

(Date) _____

ePACT NETWORK LTD.:

Signed by:
By  _____
D56F2EAECD0044D...

(Name) Patrick Hayden

(Title) President

(Date) 8/25/2026

Town of Apex:

By _____

(Name) Randy Vosburg

(Title) Town Manager

(Date) _____