

**Order Form Amendment**

This Amendment (the "**Amendment**") to Order Form no. 112810 by and between the Town of Apex, NC ("**Customer**" or "**Town**") and Zencity Technologies Ltd. ("**Zencity**"), dated as of December 1, 2021 (the "Order Form") is entered into as of July 1, 2022 (the "**Amendment Date**").

All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Order Form.

**Whereas**, the Parties wish to amend certain terms of the Order Form as set forth herein;

**Now, therefore**, the Parties hereto agree to amend the terms of the Order Form as set forth below.

1. **Term**. The Term of the Order Form is hereby extended for a 36 months period commencing as of July 1, 2022, and ending on June 30, 2025 (the "**Renewal Term**").
2. **Recurring Fees**. Unless different term is indicated in the Recurring Fees table, during the Renewal Term, the Recurring Fees table included in the Order Form shall be amended and replaced in its entirety as follows:

RECURRING FEES							
Product Name	SKU	Product Description	Unit Price	QTY (units)	Gross Price	Special Discount	Net Price
Zencity Organic	ZC-ORG	Zencity core SaaS platform allowing state and local governments to better understand and engage with their residents, for cities and counties with up to 150,000.	\$36,000	1 year	\$36,000	33.33%	\$24,000 (for the first year)
			\$36,000	1 year	\$36,000	33.33%	\$24,000 (for the second year)
			\$36,000	1 year	\$36,000	33.33%	\$24,000 (for the third year)
Total Gross Price							\$108,000
Total Special Discounts							\$36,000
Total Fees							\$72,000

The Fees shall be payable upfront on an annual basis for each year of the Renewal Term within 30 days of the receipt of an invoice.

3. **General**. This Amendment shall form an integral part of the Order Form. Unless expressly specified herein, all other provisions, terms and conditions in the Order Form shall apply and shall remain in full force and effect. In case of any contradiction or discrepancy between the terms of this Amendment to those of the Order Form, with respect to matters described herein, the terms of this Amendment shall prevail.
4. Paragraph 4 of the Appendix A to Order Form no. 112810 is amended to clarify that the original Order Form no. 112810 and this amendment are not Confidential Information as defined in the Order Form.
5. Paragraph 10 of the Appendix A to Order Form no. 112810 is amended to clarify that this Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions and the competent courts of Wake County shall have exclusive jurisdiction to hear any disputes arising hereunder.
6. Zencity shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Zencity shall require all of Zencity's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
7. Zencity warrants and agrees that no labor supplied by Zencity or the Zencity's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.
8. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.
9. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Zencity hereby warrants and agrees that Zencity will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

[SIGNATURES ON FOLLOWING PAGE]

**In witness whereof**, the parties have executed this Amendment, effective as of the Amendment Date.

*Eyal Feder*

**Zencity**

**Customer**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Vance Holloman, Finance Director