

AMENDMENT NO. 1 — ONE-YEAR PARTICIPATION FEE REDUCTION CONCESSION

Contract #791202603002 — IT Infrastructure, Hardware, and Managed Services

This One-Year Participation Fee Reduction Concession (this “Amendment”) is entered into as of July 2, 2026 (the “Effective Date”), by and between **791 PURCHASING COOPERATIVE** (“791COOP”), P.O. Box 592867, San Antonio, TX 78259, and **vCloud Tech Inc.** (“Vendor”), with its principal place of business at 609 Deep Valley Drive, Suite 200, Rolling Hills Estates, CA 90274. 791COOP and Vendor may each be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Vendor is an awarded vendor under 791COOP Contract #791202603002, IT Infrastructure, Hardware, and Managed Services (the “Agreement”);

WHEREAS, the Agreement (Participation Fees, Page 4 of 12) requires Vendor to pay 791COOP a Sales Participation Fee of one percent (1.00%) of total contract volume for all Agreement sales to 791COOP Participants utilizing the awarded contract; and

WHEREAS, 791COOP has determined that a temporary reduction of the participation fee is in the best interest of 791COOP and its Participants, and the Parties desire to memorialize that concession;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

TERMS

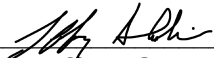
1. **Fee Reduction.** The Sales Participation Fee payable by Vendor under the Agreement is reduced from one percent (1.00%) to one-half of one percent (0.50%) of total contract volume for all Agreement sales to 791COOP Participants (the “Reduced Fee”).
2. **Concession Period.** The Reduced Fee applies only to Agreement sales for which a 791COOP Participant issues a purchase order, or otherwise purchases from Vendor under the Agreement, during the period beginning July 2, 2026 and ending June 30, 2027 (the “Concession Period”).
3. **Automatic Reversion.** On July 1, 2027, without further action or notice by either Party, the Sales Participation Fee shall automatically revert to one percent (1.00%) as set forth in the Agreement, and shall apply to all Agreement sales occurring on or after that date.
4. **Fee Calculation and Inclusion in Quotes.** During the Concession Period, Vendor shall calculate the participation fee at the Reduced Fee rate prior to delivering any quote to a 791COOP Participant. The Reduced Fee shall be included in quotes and invoices between Vendor and 791COOP Participants and shall not appear as a separate line item to the Participant, consistent with the Agreement.
5. **Remittance.** Vendor shall remit the participation fee to 791COOP within thirty (30) business days of Vendor’s receipt of payment from the 791COOP Participant for purchases made under the Agreement. Failure to pay the participation fee shall constitute grounds for termination of the Agreement, and 791COOP reserves the right to pursue any action at law or in equity for breach of contract.

6. **Sales Reporting.** Vendor's monthly sales reporting obligations under Section 9 of the Agreement remain unchanged. Vendor shall report each sale made under the Agreement to a 791COOP Participant within thirty (30) business days of the Participant issuing a purchase order or otherwise purchasing from Vendor under the Agreement.
7. **No Waiver; No Precedent.** This concession is a one-time, temporary accommodation. It shall not be construed as a waiver of any right of 791COOP under the Agreement, an amendment of the fee applicable to any period outside the Concession Period, or a precedent for any future fee reduction for Vendor or any other awarded vendor.
8. **Effect on Agreement.** Except as expressly modified by this Amendment, all terms and conditions of the Agreement, including Contract #791202603002 and all solicitation documents incorporated therein, remain in full force and effect. In the event of a conflict between this Amendment and the Agreement during the Concession Period, this Amendment controls with respect to the participation fee rate only.
9. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Electronic or facsimile signatures are deemed original signatures.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

791 PURCHASING COOPERATIVE

vCLOUD TECH INC.

By: 
Name: Jeffrey Shokrian
Title: CEO 791 Purchasing Cooperative
Date: 7/2/2026

By: Tony Miller
Name: Tony Miller
Title: Contracts Manager
Date: 7/2/2026