

## AMENDMENT NO. 2 TO TERMS OF SERVICE AGREEMENT

This Amendment No. 2 to ThoughtExchange Terms of Service Agreement (“Amendment”) is made as of September 1, 2022 by and between **FULCRUM MANAGEMENT SOLUTIONS INC.** (“ThoughtExchange”), and **ALBANY CITY UNIFIED SCHOOL DISTRICT.** (“Albany”).

WHEREAS, ThoughtExchange and Albany are parties to a ThoughtExchange Terms of Service Agreement dated as of September 1, 2020, and amended on September 16, 2021 (the “Terms of Service”) and further amended August 30, 2022; and

WHEREAS, ThoughtExchange and Albany wish to amend the Terms of Service as set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. **Pricing.** The Subscription Price shall be defined as follows for the periods listed in the table:

Subscription Period	ThoughtExchange Services	Features	Pricing*
September 1, 2023 – August 31, 2024	1 ThoughtExchange Small Room (up to 5 Leaders)	<ul style="list-style-type: none"><li>• Exchanges</li><li>• Access to Customer Success</li><li>• Access to Events and Resources</li><li>• Administrative Controls</li><li>• Advisor (beta)</li><li>• Analytics and Data Visualization</li><li>• Customisable Branding</li><li>• Domain Limiting</li><li>• Exchange Data Download</li><li>• Exchange Question Library</li><li>• Integrations – Calendar and Participant Invitation</li><li>• Machine Moderation</li><li>• Multilingual Participation</li><li>• Participation Groups</li><li>• Product Support</li><li>• Rooms</li><li>• Up to 20 Survey Questions</li><li>• Templates</li></ul>	\$26,460.00
	Classic Survey	<ul style="list-style-type: none"><li>• Surveys for up to 5 Leaders</li><li>• Up to 50 Survey Questions (Surveys and Exchanges)</li><li>• Expanded Analytics Suite</li><li>• Survey Branching</li></ul>	(\$0.00)
	One-Time Discount		(\$11,340.00)
		<b>Total Payable</b>	<b>\$15,120.00</b>

\*Pricing in US Dollars

Services Description can be found at: <https://thoughtexchange.com/services-description/>

2. **Renewal.** Notwithstanding anything to the contrary found in the Service Agreement or the first and second amendment, this contract shall no longer automatically renew. For avoidance of doubt, this means the subscription will terminate on August 31, 2024 unless a new Agreement is agreed to and signed by both parties.
3. **No Other Changes.** Except as provided in this Amendment, the Terms of Service remain in full force and effect.
4. **Severability.** If any one or more of the provisions (or portions thereof) of this Amendment shall for any reason be held by a final determination of a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provisions (or portions of the provisions) of this Amendment, and the invalid, illegal or unenforceable provision shall be deemed replaced by a provision that is valid, legal and enforceable and that comes closest to expressing the intention of the parties hereto.

5. **Headings.** The headings of articles and sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Amendment.
6. **Counterparts.** This Amendment may be executed by either of the parties hereto in counterparts, each of which shall be deemed to be an original, but all such counterparts shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first above written.

**Albany City Unified School District**

**Fulcrum Management Solutions Inc.**

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Print Name Above

\_\_\_\_\_  
Print Name Above

\_\_\_\_\_  
Title

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