

AMENDMENT TO CLUBEXPRESS SUBSCRIPTION AGREEMENT

BETWEEN

GEMBROOK SYSTEMS, LLC

AND

[Insert Chapter Name]

This amendment ("Amendment") to the ClubExpress Subscription Agreement entered into on [INSERT DATE CLUBEXPRESS SUBSCRIPTION AGREEMENT WAS EXECUTED] ("Agreement"), effective as of the date of signature below ("Effective Date"), is made and entered into by and between Gembrook Systems, LLC, an Illinois Limited Liability Company ("Gembrook") and [INSERT NIGP CHAPTER NAME], a [INSERT STATE NAME] [INSERT ENTITY TYPE] ("NIGP Chapter").

RECITALS

WHEREAS, NIGP Chapter is an affiliated entity of the National Institute of Governmental Purchasing, Inc. ("NIGP") and is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (the "Code");

WHEREAS, NIGP Chapter has the same purpose as NIGP to develop, support, and promote the public procurement profession through premier educational and research programs, professional support, technical services, and advocacy initiatives that benefit members and other important stakeholders;

WHEREAS, Gembrook has developed ClubExpress, a software platform that provides services such as, management of membership databases, websites, membership signups, renewals and expirations, event registrations, donations, E-Commerce, online payment processing via credit card, the storage of documents, photos and video, security and integrity of the data stored in the system, data backups, reliable access, and related support ("ClubExpress Services");

WHEREAS, NIGP has entered into a separate ClubExpress Subscription Agreement with Gembrook in which NIGP negotiated certain amended terms with Gembrook to be incorporated into NIGP Chapter's Agreement through this Amendment.

NOWHEREFORE, in consideration of the mutual promises and consideration set forth below, the parties agree as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated as if fully set forth herein.
2. **Fees for Service.** Section 4 "Fees for Service" is hereby deleted and replaced with the following:
 - a. NIGP shall be responsible for the following Gembrook fees:

- i. Monthly hosting fees for NIGP Chapter based on the number of active members of the NIGP Chapter.
 - ii. Any periodic fees on behalf of NIGP Chapter, such as the annual fee for an SSL Certificate.
 - iii. System customization fees on behalf of NIGP Chapter.
- b. NIGP Chapter is responsible for all other fees and expenses related to its ClubExpress Subscription Agreement including but not limited to:
 - i. Credit card processing fees for membership dues, event registrations, donations, etc.
 - ii. Logistics and postage fees for printed membership renewal notices.
 - iii. One-time or annual fees for Extra Cost Modules offered through ClubExpress.
 - iv. Text messaging charges, if relevant.
- c. Gembrook shall charge the fees referenced in sections (a) and (b) using ACH transactions against a bank account stored in the NIGP Chapter website. No invoices are provided but the ClubExpress platform includes detailed reports explaining each charge.
- d. One-time setup fees, periodic fees, and direct expenses are not refundable under any circumstances.
- e. NIGP Chapter understands and accepts that some ClubExpress features may carry additional charges and setup fees and that NIGP will have the option to sign up for or cancel these features at any time.
- f. Unless separately agreed to in writing, Gembrook may change the fee structure and schedule for ClubExpress at any time and the new fees will go into effect after sixty (60) days' notice. NIGP Chapter's continued use of the system will indicate acceptance of the new schedule.

3. **Termination.** Section 11 "Termination" is hereby deleted and replaced with the following:

NIGP Chapter may terminate this Agreement at any time up until the second last business day of the month, with or without cause. Termination will take effect at the end of the current month and, following termination, NIGP Chapter's account on ClubExpress will be closed and no further access to the account will be permitted.

Gembrook may terminate this Agreement at any time for cause. Gembrook may also terminate this Agreement on at least 60 days written notice without cause. Termination will take effect at the end of the current month after the 60th day and, following termination, NIGP Chapter's account on ClubExpress will be closed and no further access to the account will be permitted.

In any termination situation, NIGP Chapter shall have reasonable opportunity to retrieve its data from the website. Notwithstanding, Gembrook shall make available within ClubExpress, built-in

export functions to allow NIGP Chapter to export its member information in a standard format such as CSV upon termination or expiration of this agreement.

Gembrook acknowledges that privacy laws and the confidentiality provisions of this agreement applicable to member information provided by NIGP Chapter to Gembrook will survive any termination or expiration of this agreement.

NIGP Chapter acknowledges that its obligations to reimburse Gembrook for charges associated with credit card fees will survive any termination. These may include transaction fees, refunds, chargeback fees, and reimbursement to Gembrook of any charged-back transactions which are not subsequently reversed. This clause shall survive termination of this agreement.

4. **Integration.** This Amendment and Exhibit A attached hereto set forth the entire agreement of the parties and replace and supersede all other contracts, agreements, and understandings, written or oral, relating to the subject matter hereof.

The parties have executed this Amendment as evidenced by the following signatures of authorized representatives of the parties:

GEMBROOK, LLC

[NIGP Chapter Name]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: