

ADDENDUM NO. 1 TO
MASTER COOPERATIVE PARTICIPATION AGREEMENT
Between Alliance for Innovation, AGAS MFG, Inc., and Edge Public

This Addendum No. 1 ("Addendum") is entered into as of **July 9, 2026** by and between Alliance for Innovation, a Texas nonprofit corporation ("AFI"), and AGAS MFG, Inc. ("Contractor"). AFI and Contractor may be referred to individually as a "Party" and collectively as the "Parties." Edge Public, a cooperative purchasing organization, is designated herein as the Group Purchasing Organization (GPO) of record but is not a signatory to this Addendum.

RECITALS

WHEREAS, AFI and Contractor entered into that certain Master Cooperative Participation Agreement effective June 16, 2026 (the "Agreement"), establishing a cooperative purchasing arrangement under which Participating Entities may procure Contractor's Offerings;

WHEREAS, Edge Public is the Group Purchasing Organization (GPO) of record designated by AFI to administer this cooperative program on AFI's behalf, including the collection of administrative fees, sales reporting, and related program facilitation from participating suppliers;

WHEREAS, the Agreement as executed inadvertently identified Civic Marketplace, rather than Edge Public, as the party entitled to receive Contractor's administrative fee payments and sales reports under Section 6 (Administrative Fee; Audit);

WHEREAS, AFI and Contractor desire to correct this discrepancy so that the Agreement properly reflects Edge Public as the GPO of record and the party to whom Contractor's administrative fee obligations and reporting obligations under Section 6 are owed, without altering the substance, rate, or timing of those obligations or any other term of the Agreement;

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

1. Correction of GPO Designation

Every reference to "Civic Marketplace" in the Agreement is hereby deleted and replaced with "Edge Public." This correction applies specifically to the following provisions of Section 6 (Administrative Fee; Audit):

Section 6.1 (Administrative Fee):

~~Contractor shall remit an administrative fee to Civic Marketplace equal to three percent (3%)~~
Contractor shall remit an administrative fee to Edge Public equal to three percent (3%)

Section 6.3 (Reporting):

~~Contractor shall provide monthly sales reports to Civic Marketplace in the format reasonably specified by Civic Marketplace, and payments sent quarterly, unless Civic Marketplace specifies a different cadence~~

Contractor shall provide monthly sales reports to Edge Public in the format reasonably specified by Edge Public, and payments sent quarterly, unless Edge Public specifies a different cadence

Section 6.4 (Audit):

~~Civic Marketplace or AFI may audit such records~~

Edge Public or AFI may audit such records

No other terms of Section 6, including the administrative fee rate (three percent (3%)), the no-pass-through provision, the reporting cadence, the audit retention period, or the remedies for non-compliance, are modified by this Addendum.

2. Designation of Edge Public as GPO of Record

The Agreement is amended to add the following as a new Section 2.4:

2.4. Edge Public is designated as the Group Purchasing Organization (GPO) of record under this Agreement and shall act on AFI's behalf to administer the AFI Program, including collecting usage data, facilitating communication and marketing efforts with Participating Entities, and receiving the administrative fee described in Section 6.

3. No Other Changes

Except as expressly modified by this Addendum, all other terms, conditions, representations, and obligations set forth in the Agreement remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control.

4. Effective Date

This Addendum is effective as of the date last signed below and applies retroactively to the Agreement's original Effective Date of June 16, 2026.

5. Counterparts; Electronic Signatures

This Addendum may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, AFI and Contractor have executed this Addendum as of the date(s) set forth below.

Alliance for Innovation (AFI)

By: Michael Wilkes
Michael Wilkes (Jul 10, 2026 16:39:34 MDT)

Printed Name: Michael Wilkes

Title: President/CEO

Date: Jul 10, 2026

AGAS MFG, INC.

By: ***Saleheen Rizwan***

Printed Name: Saleheen Rizwan

Title: Bid Manager

Date: 07/10/26