

# **Change Order Agreement**

**Contract Number: CO-01378**

## **Preamble and Recitals**

This Change Order Agreement ("Agreement") is entered into as of 03/03/2023 by and between Fontara Inc., a technology service provider registered under the laws of the United States with its principal place of business located at 123 Innovation Drive, Silicon Valley, California, 95014, and Fontara Group, a technology consultancy firm registered under the same jurisdiction, with offices at 456 Insight Avenue, New York, New York, 10001. WHEREAS, Fontara Inc. is engaged in the development and provision of technological solutions; WHEREAS, Fontara Group provides various consultancy services in the technology sector; and WHEREAS, both parties have previously entered into a services agreement dated 01/02/2023 ("Original Agreement") whereby Fontara Group agreed to render certain services to Fontara Inc. in accordance with the terms and conditions therein. NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree to amend the Original Agreement as follows:

## **Definitions**

For the purposes of this Agreement, the following terms shall have the meanings set forth below. "Effective Date" means the date on which this Change Order Agreement is executed, being 03/03/2023. "Confidential Information" refers to any non-public information exchanged between the parties that is proprietary or confidential in nature. "Services" refers to the tasks, duties, and responsibilities agreed upon between Fontara Inc. and Fontara Group in the Original Agreement, including any modifications pursuant to this Change Order Agreement. "Term" refers to the duration from the Effective Date through the Expiration Date of 03/03/2026, subject to the Renewal Notice provisions outlined herein.

## **Change Description**

Fontara Inc. hereby requests changes to certain aspects of the Original Agreement pursuant to specific performance milestones and deliverables. These changes include an expansion in scope which encompasses the integration of emergent technology platforms, additional consultancy on compliance with industry standards, and adjustment in the scheduled timelines for delivery. New tasks are detailed as follows: migrating legacy systems to cloud architecture and incorporating advanced data analytics solutions. No tasks from the Original Agreement shall be omitted as these changes aim to enhance rather than reduce the existing scope.

## **Impact Analysis**

The aforementioned changes are anticipated to have significant implications on the project's timeline and critical path, such as extensions in milestone achievements and adjustments aligning deliverables with revised expectations. The integration of additional tasks necessitates the modification of manpower and resource allocations which may alter initial projections. However, Fontara Inc. and Fontara Group acknowledge these adjustments as necessary enhancements conducive to achieving superior results in project outcomes.

## **Revised Schedule & Milestones**

The revised schedule accommodates emergent timelines extending the completion date for project phases by three months from their original planned dates. Updated milestones reflect an incremental timeline with deliverables now set for quarterly periods beginning 06/03/2023, coinciding with the next projected surge in market demand. Fontara Inc. anticipates these adjustments will result in optimal alignment with strategic objectives and improved implementation success.

## **Pricing Adjustments**

Consequent to the changes described herein, pricing adjustments will apply to accommodate the increased scope and revised deliverables. The fee for the expanded scope shall increase by ten percent (10%), payable in accordance with the same terms outlined in the Original Agreement. Payment shall be due within forty-five (45) days of invoice. This adjustment aligns with industry benchmarks regarding scope modifications and is deemed necessary to

encompass additional resource allocation.

## **Approval Process**

The approval of this Change Order Agreement requires formal acceptance by authorized representatives from both Fontara Inc. and Fontara Group. Following endorsement, any issues unresolved within five (5) business days shall escalate through designated pathways: Project Manager, Vice President, and ultimately, Chief Executive Officer, ensuring rigorous oversight. Upon receipt of formal acceptance and resolution of outstanding matters, this agreement shall become effective without further delay.

## **Integration with Original Agreement**

Except as specifically set forth in this Change Order Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect. This document shall act as a supplement to the Original Agreement, ensuring consistency and continuity in operational execution and service provision. Parties reaffirm commitment to collaborative engagement, characterizing the spirit of this partnership.

## **Governing Law & Venue**

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York. Any disputes arising out of or relating to this Agreement shall be subject to the jurisdiction of the courts located in Washington, D.C., United States.

## **Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Change Order Agreement as of the Effective Date, intending to be legally bound thereby.

\_\_\_\_\_  
Fontara Inc.  
Authorized Signatory

\_\_\_\_\_  
Fontara Group  
Authorized Signatory

Date: \_\_\_\_\_