

AMENDMENT #4
to
AGREEMENT # #2021-083
PUBLIC SECTOR PROCUREMENT CONSULTING SERVICES

This AMENDMENT (“Amendment”) to the Services **Agreement #2021-083** (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

PERISCOPE HOLDINGS INC., hereinafter referred to as “PHI,”
and
NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING, INC. (NIGP),
a nonprofit corporation,
hereinafter referred to as ”NIGP.”

PHI and NIGP may be referred to individually as a “Party” and collectively as “Parties.”

WHEREAS, NCTCOG and PHI entered into Master Agreement #2021-083 on March 2, 2022 for Public Sector Procurement Consulting Services;

WHEREAS, NIGP is the owner of the NIGP Consulting program, and PHI has historically served as the program manager pursuant to a separate management agreement between PHI and NIGP;

WHEREAS, effective March 16, 2026, the NIGP Consulting program transitioned from management by PHI to direct operation and administration by NIGP, and the PHI management agreement will expire on June 30, 2026;

WHEREAS, Article IX, Section 9.13 (Assignment) of the Agreement permits assignment with the written consent of NCTCOG, and Section 9.15 (Amendment) permits amendments to the Agreement;

WHEREAS, PHI and NIGP mutually desire to assign the Agreement to NIGP, and NIGP desires to assume full responsibility for performance of the Agreement, subject to NCTCOG’s written consent;

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

1. Assignment and Assumption

1.1 Assignment.

PHI hereby assigns, transfers, and conveys to NIGP all of PHI’s rights, duties, obligations, and interests under Master Agreement #2021-083, effective upon execution of this Amendment and subject to NCTCOG’s written consent.

1.2 Assumption.

NIGP hereby accepts the assignment and assumes full responsibility for all obligations, duties, liabilities, and performance requirements arising under the Agreement, whether arising before or after the effective date of this Amendment.

2. Substitution of Contracting Party

Effective upon execution of this Amendment:

Former Contracting Party:

Periscope Holdings Inc.

Successor Contracting Party:

National Institute of Governmental Purchasing, Inc. (NIGP)

All references in the Agreement to Periscope Holdings Inc. shall hereafter be deemed to refer to NIGP, except as otherwise expressly stated herein.

3. Continuity of Services and Existing Participating Contracts

3.1 No Disruption of Services.

The Parties acknowledge that this assignment is administrative in nature and shall not result in any interruption of services to NCTCOG or participating entities.

3.2 Existing Participating Entity Contracts.

All contracts previously executed by participating entities under the TXShare cooperative that reference PHI shall remain in full force and effect. NIGP shall honor and perform all such contracts through their respective terms.

3.3 Future Contracts.

All new contracts executed under the NIGP Consulting program that utilize the TXShare cooperative shall be entered into directly with NIGP as the contracting party.

4. Notices and Correspondence

Upon execution of this Amendment, all notices and correspondence under the Agreement shall be directed to:

National Institute of Governmental Purchasing, Inc.

Attn: Marcheta Gillespie, Executive Director, NIGP Consulting

12007 Sunrise Valley Drive, Suite 110

Reston, VA 20191

Phone: 703-736-8900

Email: MGillespie@nigp.org

Except as expressly modified by this Amendment, all other terms and conditions of Master Agreement #2021-083 remain unchanged and in full force and effect.

This Amendment shall be binding upon and inure to the benefit of NCTCOG, PHI, NIGP, and their respective permitted successors and assigns.

****SIGNATURES TO FOLLOW ON NEXT PAGE****

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Periscope Holdings Inc.

Signed by:

Chris Van Beke

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Signature

3/25/2026

Date

Chris Van Beke

Printed Name

Senior Vice President

Title

North Central Texas Council of Governments

Signed by:

Todd Little

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Signature

3/25/2026

Date

Todd Little

Executive Director

National Institute of Governmental Purchasing, Inc.

DocuSigned by:

Fred Kuhn

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Signature

3/25/2026

Date

Fred Kuhn

Printed Name

Chief Growth Officer

Title