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**AMENDMENT No. 2 of
PROFESSIONAL SERVICES CONTRACT**

THIS AMENDMENT made as of the 30th day of September, 2025 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands **Department of Property and Procurement**, on behalf of the **Department of Human Services** (hereinafter referred to as “Government”) and **RedMane Technology LLC** whose address is **8614 W. Catalpa Avenue, Suite 1001, Chicago, Illinois 60656** (hereinafter referred to as “Contractor”).

Both parties witness to being duly authorized to execute this Amendment and will attest accordingly when and where necessary.

WITNESSETH

WHEREAS, pursuant to Contract No. PC096DHS15 approved by the Governor on September 30, 2015, as renewed by Contract No. P062DHST21 which was approved by the Commissioner of the Department of Property and Procurement on March 17, 2021, and as further renewed by Contract No. P072DHST22, which was approved by the Commissioner of the Department of Property and Procurement on March 24, 2022, and as further renewed by Contract No. PC096DHS15 and Amendment 1 P042DHST23 on September 30, 2023, as renewed by the Exercise of Renewal Option effective September 28, 2024 (which constitute and are hereinafter referred to as the “Contract”), the Government contracted with Contractor to provide and implement an ongoing, fully integrated, state-of-the-art automated human services Integration Eligibility and Enrollment (IE&E) System for the territory of the United States Virgin Islands and to provide maintenance and operations thereafter; and

WHEREAS, the Contract expires pursuant to its terms on **September 30, 2025**; and

WHEREAS, the parties desire to amend the Contract to extend its term for a period of three (3) months from October 1, 2025, through December 31, 2025, and to increase the compensation by Five Hundred Forty Thousand Dollars (\$540,000.00);

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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TERMS AND CONDITIONS

1. The Contract is hereby amended and its term extended for a period of three (3) months by deleting all existing language contained in Paragraph 2, Term, and replacing it with language as follows:

“The Term of this Contract shall be from September 30, 2015, to December 31, 2025. Upon the execution of this Contract by the Governor of the U.S. Virgin Islands, this Contract shall be effective for the Term set out herein. The Government in its sole discretion will have the option to renew this Contract for two (2) additional three (3) month periods upon the same terms by providing Contractor with written notice of the Government’s election to renew the Contract to be received fourteen (14) days prior to the conclusion of the current Term.”

2. Paragraph No. 3, Compensation, is hereby amended to increase the compensation by Five Hundred Forty Thousand Dollars (\$540,000.00) for a total amount not to exceed Fifty-Two Million Four Hundred Forty-Two Thousand Four Hundred Forty-Nine Dollars and 20/100 (\$52,442,449.20) by deleting the existing language contained therein and replacing it with the new language as follows:

“The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services) agrees to pay Contractor a sum not to exceed Fifty-Two Million Four Hundred Forty-Two Thousand Four Hundred Forty-Nine Dollars and 20/100 (\$52,442,449.20) in accordance with the provisions set forth in the Contract including Addendum II (Compensation) attached hereto and made a part of this Contract.” In the event that the Government elects its option to receive Maintenance and Operations Services from the Contractor for the optional 3-month period(s) noted in Paragraph 2, for each option elected by Government, Five Hundred Forty Thousand Dollars (\$540,000.00) will be added to the value of the “not to exceed” number in this Paragraph.

3. Addendum II, Terms of Compensation of the Contract is amended by replacing the introductory paragraph with the new language as follows:

“The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services) agrees to pay Contractor a sum not to exceed Fifty-Two Million Four Hundred Forty-Two Thousand Four Hundred Forty-Nine Dollars and 20/100 (\$52,442,449.20) in accordance with the following terms and

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conditions specified in this Addendum II.” In the event that the Government elects its option to receive Maintenance and Operations Services from the Contractor for the optional 3-month period(s) noted in Paragraph 2, for each option elected by Government, Five Hundred Forty Thousand Dollars (\$540,000.00) will be added to the value of the “not to exceed” number in this Paragraph.

4. Addendum II, Terms of Compensation, is further amended by replacing the Pricing Summary Chart 1.1 on page thirty-six (36) with the following chart:

Description	Total Price
Implementation costs (Months 1-24)	
Construction	
• Project Deliverables	\$19,873,739.00
• Hardware	\$120,440.00
• Software Acquisition	\$2,815,629.00
• Software Upgrades	\$450,000.00
• Implementation	\$3,297,690.20
• Total Construction Costs	\$26,557,498.20
Year 2	
• Software Support Year 2	\$658,693.00
• Maintenance and Operation Year 2	\$1,398,802.00
Year 2 Support Costs	\$2,057,495.00
Total Implementation Costs	\$28,614,993.20
Ongoing Costs	
September 30, 2017- September 30, 2018	
• Software Support	\$658,693.00
• Maintenance and Operation	\$2,797,604.00
October 1, 2018 - September 30, 2019	
• Software Support	\$658,693.00
• Maintenance and Operation	\$2,797,604.00
October 1, 2019 - September 30, 2020	
• Software Support	\$658,693.00
• Maintenance and Operation	\$2,797,604.00
October 1, 2020 - March 30, 2021	
• Software Support	\$329,347.00
• Maintenance and Operation	No charge

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March 31, 2021 - March 30, 2022	
• Maintenance and Operation	\$2,797,604.00
March 31, 2022 - March 30, 2023	
• Maintenance and Operation	\$2,797,604.00
March 31, 2023 - September 30, 2023	
• Maintenance and Operation	\$1,398,802.00
October 1, 2023 - September 30, 2024	
• Maintenance and Operation	\$2,797,604.00
October 1, 2024 – September 30, 2025	
• Maintenance and Operation	\$2,797,604.00
October 1, 2025 – December 31, 2025	
• Maintenance and Operation	\$540,000.00
Total Ongoing Costs	\$23,827,456.00
Contract Total	\$52,442,449.20
First Optional 3-Month Renewal	
• Maintenance and Operation	\$540,000.00
Second Optional 3-Month Renewal	
• Maintenance and Operation	\$540,000.00

5. This Amendment is subject to the approval of the Governor of the Virgin Islands and to the appropriation and availability of funds.
6. Contractor has the right to suspend its provision of Maintenance and Operation services to DHS in the event that Government fails to make a payment set forth in this Contract and does not cure the non-payment within 14 days of its receipt of a request for payment letter from Contractor communicating the unpaid amount.
7. Except as expressly amended in this Amendment No. 2, all terms of the Contract shall remain in full force and effect.
8. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first above written.

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GOVERNMENT OF THE VIRGIN ISLANDS

Averil E. George

Averil E. George, Commissioner
Department of Human Services

Date: 09-29-2025

Lisa Alejandro

mpa _____
Lisa Alejandro, Commissioner
Department of Property & Procurement

Date: 09/29/2025

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Contractor's Initials: *AG* _____



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CONTRACTOR

Anthony Lakier

Tony Lakier, President
RedMane Technology LLC

Date: Sep 12, 2025

APPROVED:

[Signature]

Honorable Albert Bryan Jr.
Governor

Date: 9/30/25

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

[Signature]

Assistant Attorney General

Date: 09/30/2025

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Contractor's Initials: *[Signature]*