

AMENDMENT TO ANNUAL SUBSCRIPTION AGREEMENT

INTELLIVOL and Subscriber enter into this Amendment to Annual Subscription Agreement (the “Amendment”) on the date fully executed below.

RECITALS

WHEREAS, Subscriber and its designated Subscriber-Associated End User(s) shall have full access to the Restricted Area normally accessed only by Registered End Users;

WHEREAS, during an initial startup period to be defined by Subscriber, designated Subscriber-Associated End User(s) shall input data and maintain access to data that is normally provided and accessed by student End Users; and

NOW, THEREFORE, in consideration of the promises and covenants and other good, valuable and mutual consideration provided herein and in the Annual Subscription Agreement, the Parties agree as follows.

1. Amendments.

1.1. “Subscriber-Associated End User(s)”. Section 1.8 of the Annual Subscription Agreement is amended by adding the sentence, “Subscriber-Associated End User(s) designated by the Subscriber shall be provided access and authority to input and review data in any End User’s or Registered End User’s account or Restricted Area.” after the last sentence currently in Section 1.8.

1.2. “End User Information”. Section 1.10 of the Annual Subscription Agreement is amended by adding “or Subscriber-Associated End User(s)” after the phrase “information provided by or generated about End Users” and before “during interaction with the X2VOL Product.”

1.3. End User Control of End User Information. Other than its heading, the entirety of Section 2.6 of the Annual Subscription Agreement shall be stricken and replaced with the following, “Subscriber-Associated End User(s) designated by the Subscriber shall have access to the Restricted Area and all information associated with each End User or Registered End User INTELLIVOL account. Subscriber agrees to issue written notification to each End User and Registered End User of such access in a form and manner similar to that provided on Exhibit A to the Amendment.”

1.4. Reporting Volunteer Hours and Related Matters. Section 2.7 of the Annual Subscription Agreement is stricken in its entirety and replaced with the following, “INTELLIVOL has no responsibility or liability for: (a) discrepancies in volunteer hours reported by any End User or Subscriber-Associated End User; (b) confirmation or validation of volunteer hours reported by any End User or Subscriber-Associated End User; (c) any End User’s conduct or omission while performing a volunteer opportunity; and/or (d) any End User’s failure to perform a volunteer opportunity.”

1.5. Entity Description. In the first paragraph of the Annual Subscription Agreement the phrase “Five For A Dollar, Inc.” is stricken and replaced with the phrase “Five For A Dollar, LLC.”

2. Addition.

2.1. End User Confidential Information. Section 6.3 shall be added to the Annual Subscription Agreement to provide the following, “6.3. End User Confidential Information. Subscriber and Subscriber-Associated End User(s) shall consider any personally identifying information in the Restricted Area and/or any personally identifying information associated with any End User’s or Registered End User’s INTELLIVOL account to be “Confidential Information.””

IN WITNESS HEREOF, the duly authorized representatives of the Parties have executed this Agreement on their behalf where indicated below:

INTELLIVOL, LLC

SUBSCRIBER

Signature of Authorized Representative

Signature of Authorized Representative

D. Michele Pitman
Name of Authorized Representative

Name of Authorized Representative

President and CEO
Title of Authorized Representative

Title of Authorized Representative

Date of Execution

Date of Execution

EXHIBIT A

<SUBSCRIBER NAME>
<SUBSCRIBER ADDRESS>

<DATE>

Re: Notice Regarding Volunteer Reporting

Dear Parent(s) and Student,

We are tracking community service hours with x2VOL via Family Connection. This letter is issued to provide you notice that the school will have access to each of your accounts so that it may assist you with these reporting and monitoring requirements.

Please let the school's Service Director, or other administrator, know if you have any questions or comments.

Sincerely,

<AUTHORIZED REPRESENTATIVE>