

**AMENDMENT No. 1  
TO AN AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES  
AND RUSTICI SOFTWARE**

It is mutually understood and agreed by and between the undersigned contracting parties of the above Agreement for Rustici Engine (previously (Shareable Content Object Reference Model (SCORM) engine), to amend said contract as follows:

**2. TERM OF THE AGREEMENT**

This agreement shall be extended for the period beginning October 12, 2019 and ending on October 11, 2022.

**5. PUBLIC INFORMATION**

- B.** Upon TAMUS's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMUS.
- D.** The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

**8. MISCELLANEOUS**

- S. Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The TAMUS or The TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- T. Prohibition on Contracts with Companies Boycotting Israel.** If PROVIDER is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, by executing this Agreement, the PROVIDER certifies it does not and will not, during the performance of this contract, boycott Israel. PROVIDER acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.
- U. Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.
- V. Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and

acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

## EXHIBIT B – PRICING

Pricing is updated as follows:

### B. On-going maintenance and support

The Rustici Engine Software carries an annual license fee, based on the total user population, with an annual license minimum of \$27,000. It is estimated that the TAMUS system will have 100,000 actual users of the Rustici Engine Software. The license fee is \$0.27 per user per year, counting only unique users who launched at least one course using the Rustici Engine software in the license year. For 100,000 unique users (tracked in a table provided by the Rustici Engine) the annual license fee will be \$27,000 and this sets the annual license minimum. This license structure includes the right to use the software for the license year, unlimited ongoing remote support, and all the maintenance/upgrades for the Software, during the term.

The Annual License Minimum (\$27,000) will be billed per the schedule below. At the end of the license year, a user count (provided in the tables within the Rustici Engine software) will be provided by a technical contact at TAMUS. If the total number of actual unique Rustici Engine users exceeds 100,000 users, each additional user, over the minimum, will be charged at a rate of \$0.27 per user per year.

At the beginning of each license year, Customer has the option to purchase additional blocks of users in quantities of 20,000 at a rate of \$5,000 per block for the upcoming license year.

Invoice schedule:

Date	Description	Amount
10/12/2019	Annual License Fee Minimum – Rustici Engine	\$27,000
10/11/2020	Annual Usage Adjustment	\$0 (minimum)
10/12/2020	Annual License Fee Minimum – Rustici Engine	\$27,000
10/11/2021	Annual Usage Adjustment	\$0 (minimum)
10/12/2021	Annual License Fee Minimum – Rustici Engine	\$27,000
10/11/2022	Annual Usage Adjustment	\$0 (minimum)

All other terms and conditions not hereby amended are to remain in full force and effect.

The Texas A&M University System:

By: 

Billy Hamilton

Deputy Chancellor & CFO

Date: 8/5/19

Rustici Software, LLC:

By: 

Date: August 6, 2019