



**PROCTORING SERVICE AGREEMENT  
ADDENDUM NUMBER TWO (2)**

In accordance with the terms and conditions of that certain Proctoring Service Agreement (the "Agreement") first entered into by and between ProctorU, Inc., a Measure Learning company ("ProctorU") and The Texas A&M University System ("System") on November 7, 2016 (the "Agreement Effective Date"), the Parties hereby enter into this Addendum Number Two (2), effective as of November 7, 2021 (the "Addendum Effective Date").

**WHEREAS** the Agreement details the terms and conditions under which ProctorU shall provide Services to the System; and

**WHEREAS** the Parties desire to expand and amend the Services as set forth in the Agreement; and

**NOW THEREFORE**, for good and valuable consideration as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to add and amend the following provisions of the Agreement:

- 1. ProctorU Headquarters.** ProctorU is a corporation organized and existing under the laws of the State of Delaware and having a principal business and address for correspondence hereby modified being to 2200 Riverchase Center, Suite 600, Birmingham, AL 35242, USA.
- 2. Renewal Term of Services.** This Agreement will commence on the Effective Date and will continue for a period of one (1) year (the "Renewal Term").
- 3. Confidentiality.** The following language related to confidentiality shall be added to the Agreement:

*"ProctorU Confidential Property.* System acknowledges and agrees that the Services, any software, and any information and data included therein or derived therefrom and the form, format, mode, or method of compilation, selection, configuration, presentation, or expression thereof, and any other information of a confidential nature relating to the ProctorU's business disclosed to System or that otherwise comes to System's attention in the performance of this Agreement, including, without limitation, this Agreement and its terms, are the confidential and proprietary, and, where applicable, trade secret, property, information, products, process, and data of ProctorU (the "ProctorU Confidential Property").

*System Confidential Property.* ProctorU acknowledges and agrees that information of a confidential nature relating to System may be disclosed to it or otherwise come to ProctorU's attention in the performance of this Agreement, including without limitation information for which collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the U.S. Family Educational Rights and Privacy Act (FERPA), Payment Card Industry Data Security Standards (PCI/DSS), and General Data Protection Regulation (GDPR) ("System Confidential Property").

*Exceptions to Confidential Property.* Confidential Property of either Party shall be deemed not to include any information (a) which is or becomes publicly available other than through the breach of this Agreement, (b) which was known to the recipient prior to the disclosure by the other Party, (c) which a Party rightfully receives from a third-party not bound by any confidentiality agreement

with respect thereto, or (d) which is independently developed by the recipient.

*Nondisclosure and Restrictive Use Obligations.* Each Party agrees to receive and maintain in perpetuity the Confidential Property of the other Party in strict confidence and shall not disclose such Confidential Property or any part thereof to any other person or entity (except its employees or authorized subcontractors, representatives, agents, or affiliates with a need to know, and who are bound by similar confidentiality obligations). Each Party further agrees not to use or permit any use of such Confidential Property or any part thereof for any purpose other than in furtherance of the performance of the Services, nor attempt to sell, assign, convey, lease, sub-license, commercially exploit, and/or otherwise market, in any way or manner, such Confidential Property or any part thereof. Notwithstanding any of the foregoing, either Party may disclose the other Party's Confidential Property: (a) with the other Party's prior written consent in each instance of disclosure; or (b) if the disclosing Party is required by law to disclose the other Party's Confidential Property, but only after prompt notice to such other Party, such that it has a reasonable opportunity to oppose or prevent a disclosure, and only to the extent necessary and/or permissible. Each of the Parties shall be responsible for any unauthorized use or disclosure of the other Party's Confidential Property by its respective representatives, agents, and affiliates or by any person or entity receiving any such Confidential Property from such Party in violation of this Agreement.

*No Disparagement.* Neither Party nor its agents and employees will at any time during or after the term of this Agreement make any public statements, whether orally or in writing, that are intended to be derogatory or damaging to either Party or any of its officers, employees, directors, partners, agents, or shareholders."

- 4. **Conflict.** Except as provided in this Addendum, all terms and conditions of the above referenced Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall prevail.

**IN WITNESS WHEREOF**, this Addendum Number Two (2) is hereby executed by ProctorU and the System representative as of the Addendum Effective Date:

**ProctorU: ProctorU, Inc.**

*Timothy McClinton*

Timothy McClinton (Mar 7, 2022 08:49 EST)

Timothy McClinton, CEO

**System: The Texas A&M University System**

DocuSigned by:

*Jeff Zimmermann*

Jeff Zimmermann, Director - Procurement  
2/28/2022 | 16:06:46 CST