

**AMENDMENT No. 1  
TO THE AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM  
AND D2L LTD.**

This Amendment No. 1 (“Amendment”) serves to amend the Agreement, effective August 23, 2018, between The Texas A&M University System (“System”) and D2L Ltd. (“PROVIDER”), and is effective August 23, 2021 (“Amendment Effective Date”). System and PROVIDER agree to amend the Agreement as follows:

**2. TERM OF THE AGREEMENT**

This Agreement shall be extended for the period beginning August 23, 2021 and ending on August 22, 2023.

**6. PUBLIC INFORMATION**

The following is hereby added as new Section 6.D to Section 6:

- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that it will comply with a requirement of that subchapter within a reasonable timeframe after having received prior written notice from System.

**10. MISCELLANEOUS**

10.M is deleted in its entirety and replaced with the following:

- M. **Force Majeure.** Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. “Force Majeure event” is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control

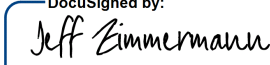
of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

**The following clauses shall be added to Section 10.**

- X. **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.
- Y. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

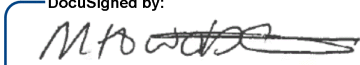
**All other terms and conditions not hereby amended are to remain in full force and effect.**

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

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By: \_\_\_\_\_  
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Jeff Zimmermann  
Director, Procurement and Business Services

Date: 9/20/2021 | 11:21:01 CDT \_\_\_\_\_

**D2L LTD.:**

DocuSigned by:  
  
By: \_\_\_\_\_  
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Melissa Howatson  
CFO

Date: 9/17/2021 | 16:52:36 EDT \_\_\_\_\_