

**AMENDMENT No. 2  
TO THE MASTER SERVICES AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM  
AND EDCERT, LLC D/B/A ACUE**

This Amendment No. 1 ("Amendment") serves to amend the Master Services Agreement ("Agreement"), effective April 27, 2024 between The Texas A&M University System ("TAMUS") and EdCert, LLC d/b/a ACUE ("ACUE") and is effective upon final execution .

WHEREAS, System and ACUE entered into an Agreement effective April 27, 2020;

WHEREAS, the Parties entered into the First Amendment to the Master Services Agreement, dated as of July 1, 2021 (the "First Amendment"); and

WHEREAS, the Parties now desire to amend the Agreement;

NOW, THEREFORE, System and ACUE agree to amend the Agreement as follows:

**6. TERM, TERMINATION**

**6.1 Term**

The Term shall continue through December 31, 2027 unless extended by mutual written agreement of the Parties or terminated pursuant to the terms of the Agreement.

**7. GENERAL**

**7.23 Refund of Deposit/Prepayment.** In the event this Agreement is canceled and/or terminated by ACUE for reason not attributable to TAMUS or if canceled and/or terminated by TAMUS for default of performance by ACUE, then within thirty (30) days after cancellation and/or termination, ACUE will reimburse TAMUS with a pro-rata refund for all advance payments paid by TAMUS to ACUE that were (a) not earned by ACUE prior to cancellation and/or termination, or (b) for goods or services that the TAMUS did not receive from ACUE prior to cancellation and/or termination.

**7.24 Cloud Computing Services.** As of the Effective Date, ACUE represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, ACUE shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. ACUE shall provide A&M System and Members with evidence of its TX-RAMP compliance and certification within thirty (30) days of A&M System and Members request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that ACUE fails to maintain TX-

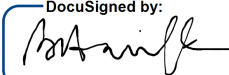
RAMP compliance and certification throughout the Term, including any Renewal Term, A&M System and Members may immediately terminate this Agreement, and ACUE will provide a refund to A&M System and Members of any prepaid fees.

- 7.25 Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, ACUE shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of A&M System's data. Upon written request by TAMUS, ACUE shall periodically provide A&M System with evidence or certification of its compliance with the Security Controls within thirty (30) days of A&M System's such request.
- 7.26 Verification Regarding Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, ACUE verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. ACUE acknowledges this Agreement may be terminated and payment withheld of this verification is inaccurate.
- 7.27 Verification Regarding Discrimination Against Firearm Entities. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, ACUE verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

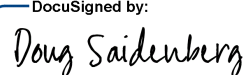


**The Texas A&M University System:**

DocuSigned by:  
  
By: BEDCDB89EA78479...  
Billy Hamilton  
Deputy Chancellor & CFO

Date: 3/22/2024

**EdCert, LLC d/b/a ACUE:**

DocuSigned by:  
  
By: 9D9BC0A69282425...  
Doug Saidenberg  
Chief Financial Officer

Date: 3/21/2024