

**ASSIGNMENT AND AMENDMENT AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND GRANICUS, LLC**

This Assignment and Amendment Agreement (this "Assignment Agreement") is made and entered into by and between The Texas A&M University System, an agency of the State of Texas ("Customer"), and Granicus, LLC, a Minnesota limited liability company ("Granicus").

WHEREAS, GovQA, LLC ("GovQA") and Customer are parties to that certain Master License and Services Agreement dated as of July 02, 2020 (the "Agreement");

WHEREAS, GovQA has been acquired by, and will now do business as, Granicus;

WHEREAS, the Parties desire to enter into this Assignment Agreement to memorialize the assignment of the Agreement from GovQA to Granicus and to make other changes to the Agreement as are set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Granicus agree as follows:

1. **Assignment.** Customer hereby acknowledges that Customer received written notice that GovQA assigned the Agreement to Granicus pursuant to an acquisition as of August 24, 2021. Granicus hereby agrees to comply with the terms and conditions imposed on "GovQA" in the Agreement.
2. **Amendments.** The Agreement is hereby amended as follows:
 - A. The following provisions are added to Schedule G - General, of the Agreement:

Dealings with Public Servants Affirmation. Granicus has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.

Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Granicus certifies that it does not employ a current or former executive head of Customer.

Firearm Entities and Trade Associations Discrimination. To the extent applicable, Granicus verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Granicus shall promptly notify Customer.

Energy Company Boycotts. To the extent applicable, Granicus represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Granicus shall promptly notify Customer.

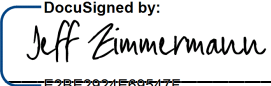
Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of A&M System's data. PROVIDER shall periodically provide A&M System with evidence of its compliance with the Security Controls within thirty (30) days of A&M System's request.

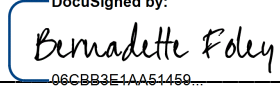
Cloud Computing Services. As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government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

- 3. **Effective Date.** This Assignment Agreement is effective as of August 24, 2021.
- 4. **No Other Changes.** Except as expressly set forth in this Assignment Agreement, all other terms and conditions in the Agreement remain in full force and effect.

The Texas A&M University System:

Granicus, LLC:

DocuSigned by:

 By: _____
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 Jeff Zimmermann
 Director, Procurement and Business Services

DocuSigned by:

 By: _____
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 Name: Bernadette Foley
 Title: Manager, Renewals

Date: 9/8/2022 | 2:19:23 CDT

Date: 9/9/2022