

**AMENDMENT No. 1
TO AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND EXPLORANCE, INC.**

This Amendment No. 1 (“Amendment”) serves to amend the Agreement for a course evaluation tool, effective August 14, 2017, between The Texas A&M University System (“System”) and eXplorance, Inc. (“PROVIDER”), and is effective July 1, 2020 (“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 September 1, 2020 and ending on August 31, 2022.

3. PUBLIC INFORMATION

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.

12. 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 A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, 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.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is 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 Purchase Order 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.

- W. **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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Jeff Zimmermann
By: _____
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Mr. Jeff Zimmermann
Director, Procurement & Business Services

Date: 7/16/2020 | 21:39:56 CDT

eXplorance, Inc.:

DocuSigned by:
Jeff Anderson
By: _____
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Jeff Anderson
VP, Customer Loyalty

Date: 7/16/2020 | 15:53:42 PDT