



AMENDMENT No 1
by and between
TEXAS A&M UNIVERSITY
&
LEEPFROG TECHNOLOGIES, INC

This Amendment No. 1 ("Amendment No. 1") amends and supplements the CourseLeaf Service and Software Agreement ("SSA" or "Agreement") executed on June 20, 2014, between Leepfrog Technologies, Inc., an Iowa corporation ("Leepfrog") with its principal place of business at 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241 and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("Licensee," or "Institution") located in College Station, TX 77843.

May it be known that the undersigned parties, for good consideration do agree that the Agreement is hereby amended and supplemented as outlined below. These additions shall be valid as if they are included in the original stated contract. All terms used herein and not otherwise defined shall have the meanings as in the Agreement.

The following changes shall be made:

1. Section 12.1 Term. Section 12.1 shall be deleted in its entirety and replaced with the following language:

12.1. Term. This Agreement shall initially be in effect for a period starting on June 19, 2019, and through and until three (3) years after ("Initial Term"). After the Initial Term, this Agreement may be renewed for successive one (1) year periods (each a "Renewal Term") commencing upon the expiration of the Initial Term and each Renewal Term thereafter (the Initial Term and Renewal Term shall collectively be referred to as "the Term:"), unless either party gives written notice of its intention not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. The initial terms plus any renewal terms of this Agreement shall not exceed a total of five (5) years unless extended by mutual agreement between the parties.

2. Exhibit A, shall be replaced with the Exhibit A-1 as attached to this Amendment.
3. Exhibit B shall be replaced with the Exhibit B-1 as attached to this Amendment.

This Amendment contains all revised terms and conditions agreed by the Parties. All terms and conditions of the Agreement not amended within remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed effective as the date signed below.

Texas A&M University, a member of
The Texas A&M University System,
an agency of the State of Texas, College Station, Texas

Leepfrog Technologies, Inc.

Signed: _____
Printed Name: **ROBERT C. BOUNDS**
Title: **DIRECTOR, PROCUREMENT SERVICES**
Date: 26 Jun 2019

Signed: _____
Printed Name: Erick Zawojewski
Title: Director of Operations
Date: 26 June 2019



Exhibit A-1 – Fees

Ongoing Costs for Support Services†

ONGOING SUPPORT SERVICES†	
CourseLeaf Catalog Ongoing Support Services	\$15,408.57
CourseLeaf Curriculum	\$15,408.58

Total Ongoing Costs for CourseLeaf Products

\$30,817.15

Payment Schedule and Instructions

- A. Leepfrog will invoice Ongoing Support Services Fees annually for a Jun 20 to June 10 term and each succeeding year follows the same 365 day anniversary schedule. All Ongoing Support Fees shall increase on an annual basis by 3% per annum commencing with the 2020 invoice.
- B. Fees for Optional CourseLeaf Professional Services (CPS) will be invoiced upon signature of an applicable Statement of Work or Work Order.

All amounts payable hereunder by Licensee shall be payable in United States Dollars without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to Leepfrog and shall be delivered to Leepfrog by mail at the following address: Accounting Department, c/o Accounts Receivable; 2451 Oakdale Blvd., Ste. 100, Coralville, IA 52241, arleap@leefrog.com; 319-337-3877, Fax 888-437-7435.

All other costs or services, including additional products or services, customization or personalization or other services, shall be in the form of an exhibit, Statement of Work and/ or Work Order and will be invoiced in accordance with the Terms of this SSA.

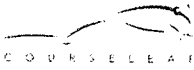


Exhibit B-1 – Ongoing Support Services

Leepfrog's CourseLeaf support services is referred to as CLHelp and is available for all Leepfrog Technology and CourseLeaf software application(s) provided Licensee is current with payment of all Fees. A CLHelp ticket is opened within 24 hours of the report of trouble or question (Issue). We classify, prioritize and track all Issues at the time of open ticket through CLHelp Ticket closure. When an Issue is reported, the CLHelp team is responsible for managing the Issue utilizing all Leepfrog resources including Implementation and Development. Each member of the CLHelp staff is trained and qualified to address your concerns and while we try to maintain continuity amongst staff member on a given account, this may not always occur for any number of reasons including illness and vacations. Leepfrog utilizes two (2) environments (development and test) during implementation and a single environment (production) during Ongoing Support. Any actions outside these environments or requests to interface with any additional environments may incur additional scope, cost and schedule.

Licensee agrees to the following responsibilities:

Designate point of contact for Licensee's End User support;

Designate point of contact for hardware and software who is expected to act as a point of contact for Licensee authors, editors and system administrator;

Adhere to all related policies, processes and procedures;

Report problems, questions and concerns using the reporting procedure;

Provide input and cooperate with Leepfrog as Issue is being identified, verified and resolved. If Leepfrog does not receive Licensee response and cooperation within two weeks, Leepfrog will close the CLHelp Ticket.

1. Hours of CLHelp Support Services

Support Hours (within the United States)

Monday - Friday	7am CT to 730pm CT
Holidays	Except all United States Holidays

Support Hours (outside the United States)

Support for Leepfrog's international clients is handled on a case-by-case basis. Email CLHelp@Leepfrog.com or contact your Sales Account Executive with any questions.

After Hours Support (Worldwide)

After regular business hours, report in any of the 3 methods below and leave a message. All reports will be returned the following business day.

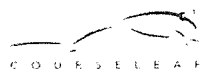
2. How to report Issue and Establish CLHelpTicket

Licensee may report any question, trouble or concern (Issue) by contacting Leepfrog in any of the following methods.

Email Support	CLHelp@CourseLeaf.com CLHelp@Leepfrog.com
Support Portal	https://helpspot.courseleaf.com/index.php , use "Submit a Request" form
Telephone Helpline	888-533-7376 or 319-337-3877

3. Information required when reporting Issue

1. Date and Time	Date and Time Issue occurred / was discovered. Date and Time (including approximations and ranges) assists CLHelp in searching logs.
2. User ID	CourseLeaf User ID experiencing Issue.
3. Live/Public/Next	Identify which site is affected / impacted.



4 .Product	Identify CourseLeaf product affected / impacted (CAT, CIM, CLSS or FocusSearch).
5. Page(s), Course(s), and/or Program(s) affected / impacted	Provide specific page url(s), course code(s) and/or program code(s). Report the specific key when working with Course Admin or Program Admin.
6. Describe the Issue	A complete description of the Issue including the effect upon ability to complete updates.
7. Web Browser Name and Version	Identify name and version of browser.
8. Warning / Error Message	Identify any warning or error messages that may have displayed.
9. Steps to Reproduce	Describe the action steps taken leading to the Issue. When diagnosing any Issue, it is Leepfrog's best practice to attempt to reproduce the Issue to gain a complete understanding of how the CourseLeaf software is operating.
10. Screenshot	Attach a screenshots or files or any other information in support of the Issue.

4. How to check the status of an Issue

Step 1	Visit https://helpspot.courseleaf.com/index.php
Step 2	click "Check on a Request"
Step 3	enter Access Key

Leepfrog's CLHelp uses HelpSpot system to manage incoming emails, messages and requests. This system allows Licensee requests to be routed to designated CLHelp staff. CLHelp staff are assigned by product and Licensee and are cross-trained to ensure all products and all clients are adequately covered for any Issue reported.

Following report of an Issue, HelpSpot assigns a ticket number which will appear in the email subject line and an access key (the access key is a series of letters followed by the ticket number). Licensees are encouraged to reference this HelpSpot ticket number throughout the life of the Issue.

By visiting <https://helpspot.courseleaf.com/index.php> and clicking "Check on a Request", Licensee can enter their access key and view the history of any Issue reported.

CourseLeaf Request Update

[View Request History](#)

Thank you for contacting CourseLeaf. Your request has been received and is being reviewed by our support team. Please note the information below as it will allow you to track the progress of your request online.

[Check your request online](#) | Access Key XXXXXXXXXX

5. Classification of CLHelp Ticket

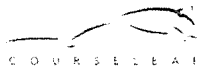
Upon report of Issue, Leepfrog will review the information reported and will classify based on the information below.

Clarification of Issue Reported				
	Classification	Description	Included in Support	May Require Additional Scope, Schedule and Cost
Configuration		The Issue reported is supported with configuration changes and these changes can be performed by CLHelp without the involvement of Leepfrog's Development Team.	Yes. CLHelp will coordinate with Licensee's assigned Leepfrog CSM and other resources as may be	None.

		required in solving the Issue.	
Minor Modification	The Issue reported and the specifications and intended functionality are clear and unambiguous	Yes. CLHelp will coordinate with Leepfrog's Development Team and other Leepfrog resources, as may be required in solving the Issue.	Some portion of this work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Major Modification	The Issue reported requires a Leepfrog project team due to complexity, scope and the possibility of multiple iterations in development.	Yes. CLHelp will involve Leepfrog's Development Team and other resources as may be required in solving the Issue.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Access to LilyPad University	Pre-taped and online webinar training supporting the use of CourseLeaf Product. CLHelp empowers Licensee and their End Users to utilize self-help tools to gain the most effective use and benefits of the CourseLeaf software.	Yes. Online webinar training is available at Leepfrog's LilyPad University for all administrators and End Users. A list of available training can be found on the Licensee Help Site.	Additional training may include additional scope, schedule and cost. Leepfrog's Annual User Conference also provides training opportunities.
Refresher Training	Online webinars for clients who may need additional support following a software patch or Upgrade. These webinars clarify the change and provide answers to frequently asked questions.	Yes. One (1) hour.	Additional training may include additional scope, schedule and cost. Leepfrog's Annual User Conference also provides training opportunities.
Training	Licensee's request for Leepfrog to come onsite and/or to prepare specialized training. This is often used by clients who have new personnel in a critical CourseLeaf product role or have experienced high turnover in their administrative support roles.	No.	This work will require a SOW and may include additional scope, schedule and cost.
Template Refresh	Once every three (3) years and upon written request of Licensee, Leepfrog will refresh one (1) CAT template in look and feel to maintain consistency with Licensee branding guidelines.	Yes. HTML, CSS and JavaScript must meet existing functionality. See Template Refresh section below for more information.	This work, in whole or in part, may require a SOW and may include additional scope, schedule and cost.
Impact Services	Leepfrog's Professional Consulting Services available to give student-user-impact to your CourseLeaf products.	No.	This work will require a SOW and may include additional scope, schedule and cost.
Insight Services	Leepfrog's Professional Consulting Services available to provide Licensee admins insight in their use of the CourseLeaf products.	No.	This work will require a SOW and may include additional scope, schedule and cost.

6. Characteristics used to determine Prioritization Levels and Targeted Response and Resolution Times

Prioritization Levels will be determined when Leepfrog has a thorough understanding of the nature and effect of the Issue. It is understood by the parties there may not be an exact match of each characteristic when assigning a



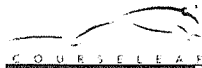
particular Prioritization Level to an Issue. The Issue reported will be evaluated to make an overall assessment of which severity level best describes the problem. Leepfrog's CLHelp is structured to address the most critical issues first. Leepfrog reserves the right to prioritize, including reprioritize, all Issues.

As part of Ongoing Support Services, Leepfrog will provide Licensee with error corrections, bug fixes, Minor Modifications, security patches or other Updates to the licensed Software in electronic form, to the extent available, in accordance with Leepfrog's release schedule during the Term.

Licensee will be provided appropriate notification of modifications to services such as new feature implementation or enhancements to existing features. In the rare case where a modification to services provided may include a suspension or discontinuance of services, materially affects the manner in which Licensee utilizes the services, or limits to certain features or restrictions of services, Leepfrog will contact Licensee, discuss and jointly develop a plan with Licensee prior to any such modification.

Leepfrog may from time to time make available certain Updates, Upgrades and New Products available to Licensee which may require a Statement of Work for additional scope, schedule and cost. Leepfrog is under no obligation to release any Updates, Upgrades of New Products, or to modify the Software to operate on any updated versions of operating systems or platforms. Some provisions of Ongoing Support Services may change from time to time without notice.

CLHelp Ticket Prioritization						
	1 Public Defect Severity	2 Next Defect Severity	3 Licensee Requirement Severity	4 Repair Severity	5 Roadmap Enhancement Severity	6 Client-Specific Enhancement Severity
Software Behavior	Incorrect.	Incorrect.	Software is functioning as specified in the original project implementation but a client-specific change is required to for software to be usable at License location. Support assessment and scheduling availability is required.	Incorrect. Support assessment and replication required.	Software is functioning as specified in the original project implementation.	Software is functioning as specified in the original project implementation.
Production and Live Environment Availability	Unable to use, work or perform work.	Unable to use, work or perform significant portions of work.	Unable to use, work or perform some portions of work.	Unable to use, work or perform some portions of work.	Able to use and perform work.	Able to use and perform work.
Number of End Users Affected	Large impact	Large to moderate impact.	Large to moderate impact.	Moderate to low impact.	Low to no impact.	Low to no impact.
Availability of Workaround	None.	None.	May be available.	Available.	May be available	May be available
Targeted Response Time During Normal	2 hours	3 business hours	8 business hours	8 business hours	5 business days	5 business days



Business Hours						
Targeted Resolution Time During Normal Business Hours	4-6 business hours	1-5 business days	Will be determined in joint discussion with Licensee	Will be determined in joint discussion with Licensee	Will be determined by Leepfrog	Will be determined by Leepfrog in consultation with Licensee

Leepfrog is not responsible for correcting any errors not attributable to Leepfrog and those errors that cannot be viewed, recreated and/or reproduced. Leepfrog is not required to provide any maintenance or support services relating to problems caused by:

Changes to the operating system or use of the software on equipment other than the equipment for which the software was designed and licensed, unless such changes are approved in writing by Leepfrog.

Any alterations or additions to the software by parties other than Leepfrog, unless such alterations or additions are approved in writing by Leepfrog.

Use of the software or service in a manner for which it was not designed and/or contrary to the proper use which is described in the documentation.

Accident, negligence or misuse of the Software.

Interconnection of the software with other software products not supplied or approved in writing by Leepfrog.

7. Template Refresh

Template Refresh means Leepfrog's service to update your CAT Template look and feel to remain consistent with any Licensee branding changes. This service is available free of charge once each year on a limited basis. Comprehensive changes and updates are available as part of Leepfrog's Impact Services. CLHelp will work with you to determine which refresh options best fit Licensee needs.

8. Leepfrog User Community (community.courseleaf.com)

In support of Leepfrog's training and LilyPad University classes, Leepfrog also offers access for CourseLeaf administrators to a user community which hosts discussions in support of tips, tricks, best practices and other management tools of catalog and curriculum process issues.

Contact lftraining@leepfrog.com for any training, LilyPad and User Community questions.

9. Leepfrog Annual Users Conference (LUC)

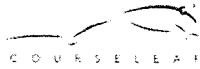
Each year Leepfrog holds a week-long users conference. LUC is an exciting and engaging experience where our clients can:

- Meet their Leepfrog team
- Attend presentations presented in a variety of tracks (i.e. beginner, strategic, technical and functional)
- Participate in additional and unique training opportunities
- Engage with peers who are using the various CourseLeaf solutions
- Hear about ways to enhance your use of the CourseLeaf solutions
- Learn about new and upcoming features and products.

10. Statement of Work Process

Any work Leepfrog determines is beyond and/or outside the scope of Ongoing Support Services, is available with a Statement of Work which may include additional scope, schedule and cost. The CLHelp representative will record Licensee's Issue and request and will forward this information to the Leepfrog Sales Executive who will develop a SOW for Licensee review and signature.

11. Backups



Data backups of the Iowa City, IA, Leepfrog Data Center are kept at an offsite location. Backups are made on a nightly basis and are rotated offsite once per week. At least two backup copies are kept offsite at any given time. Leepfrog archives these backup drives a minimum of four (4) times per year. In addition to the backups described above, CourseLeaf also maintains a transaction log that can be used to rebuild data lost in-between backups, should a need arise.

12. System Availability

With the exception of force majeure or as otherwise provided in this Agreement, System uptime is guaranteed to 99.9%. If the up-time percentage in any given month falls below 99.9% as calculated by subtracting from 100% the percentage of minutes available during that month, Leepfrog will offer a service credit of 10% of that pro-rated month's fees. If up-time falls below 99.0% in any given month, Leepfrog will offer a service credit of 30% for that month's pro-rated fees. All system availability credits are applied to Licensee's next invoice.

13. Urgent and Intermittent Outages

In the case of any outage, Leepfrog will promptly take all commercially reasonable corrective action to isolate and identify the problem and develop a corrective action plan to remedy the outage. Those outages that stop and prevent CourseLeaf operations are considered "Urgent". Outages that cause interrupted or irregular operations are considered "Intermittent". Licensee agrees that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leepfrog may undertake from time to time; or (z) causes beyond the control of Leepfrog or which are not reasonably foreseeable by Leepfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee agrees that Leepfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leepfrog shall not be responsible for any resulting loss or liability incurred by Licensee whether from force majeure or otherwise.

14. CourseLeaf Hosting

CourseLeaf's optimal hosting environment is at the Iowa City, IA, Leepfrog Data Center where we host over 98% of our clients. If Licensee plans to self-host, contact your sales representative as the CourseLeaf Implementation will be impacted and additional scope, schedule and cost may apply.

15. Licensee On-Premise (Self Hosting)

Upon Licensee request and as expressly agreed between the parties in this Agreement, Leepfrog may agree to provide On-Premise hosting. Client must meet a number of requirements and accept modifications to the Implementation process prior to Leepfrog engaging any client in On-Premise hosting.

In addition to other requirements, CourseLeaf requires but is not limited to the following:

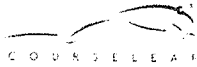
- Minimum of one server running either Red Hat Enterprise Linux 7 or CentOS7 operating systems without SELinux extensions enabled;
- The standard configuration required provides five Apache virtual hosts configured on an Apache webserver, each running various components of the CourseLeaf suite;
- Provision of Licensee server environment access to Leepfrog

In those cases where Licensee elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

Note: While less than 2% of our client base have expressed a desire to self-host, of that number, the majority have subsequently made the move back to Leepfrog hosting. If you plan to self-host, contact your sales representative as i) additional information and requirements apply, ii) the CourseLeaf standard implementation process will be impacted and iii) additional scope, schedule and cost may apply.

16. Disaster Recovery

Leepfrog provides disaster recovery in the event of a major catastrophic event such as a fire or tornado. Leepfrog operates on a 24 hours Recovery Point Objective (RPO) meaning it is Leepfrog's objective to recover data within 24 hours of a disaster. Leepfrog also operates on a 24 hours Recovery Time Objective (RTO) meaning it is Leepfrog's objective to have one or more disaster recovery sites deployed and operational 24 hours after the occurrence of a disaster.



As part of preparedness and risk mitigation, Leapfrog performs a trial simulation of a disaster twice a year. All Client Content is encrypted while being transferred to our disaster recovery site in Amazon Web Services and the disaster recovery simulations do not interfere with any client live production sites.

Leapfrog advises and Licensee understands that from time to time the services may be inaccessible or inoperable for reasons such as: (x) equipment malfunctions; (y) periodic maintenance procedures or repairs which Leapfrog may undertake from time to time; or (z) causes beyond the control of Leapfrog or which are not reasonably foreseeable by Leapfrog, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Licensee agrees that Leapfrog has no control of availability of services on a continuous or uninterrupted basis as a result of causes beyond its reasonable control and Leapfrog shall not be responsible for any resulting loss or liability incurred by Licensee whether from force majeure or otherwise.

In those cases where Licensee elects to self On Premise host, Licensee is responsible for their own Disaster Recovery, including trials, encryption, and offsite disaster backups.

17. Suspension of Services

Leapfrog may suspend use by Licensee to the Services, in whole or in part, only for one of the following reasons:

- If Leapfrog believes that Licensee's use of the Services represents a direct or indirect threat to Leapfrog's network operation or integrity or any third-party's use of the Services;
- If reasonably necessary to prevent unauthorized access to Licensee Data;
- If Licensee's undisputed accounts are more than 90 days past due; or
- To the extent necessary to comply with legal requirements.

If Leapfrog suspends the access of Licensee to any Services, Leapfrog will:

- a. Promptly provide Licensee with notice of such suspension and the reason for such suspension;
- Use reasonable efforts to suspend only the minimum portion of the Services and to the minimal amount necessary to address the issues giving rise to the suspension.

18. Data Security and Integrity

Leapfrog agrees to use reasonable and appropriate administrative, physical and technical safeguards to secure Client Content from loss, corruption, destruction, deterioration, degradation, disclosure, alteration, unauthorized access and improper disposal while in use with Leapfrog Technology. Such measures shall meet or exceed any and all requirements of applicable law and be no less protective than those used to secure Leapfrog's own confidential data.

Leapfrog will provide access to Client Content only to Leapfrog employees, agents and contractors with a need to know and Leapfrog shall maintain all responsibility for such access.

Leapfrog will notify Licensee of any breach or unauthorized use of Client Content within Leapfrog Technology as Leapfrog becomes aware of such breach or unauthorized use and will mitigate and investigate such use and/or access, including minimize any damage that may occur and take prompt and appropriate action aimed at preventing subsequent occurrence.

19. Security Audits

Leapfrog performs a minimum of one audit each year on the security of our data centers in accordance with appropriate industry security standards and takes all appropriate actions to safeguard appropriate control procedures used by these data centers.