

## AMENDMENT

THIS AMENDMENT ("Amendment") to the PA-ETEP Agreement is made and entered into as of \_\_\_\_\_, 201\_\_\_\_, by and between EduLink, Inc. ("EduLink") and Warren County School District (the "District").

### RECITALS:

WHEREAS, EduLink and the District are parties to that certain Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, (as amended, restated, supplemented or modified from time to time (the "Agreement"), pursuant to which EduLink licenses to the District certain teacher evaluation software more specifically described in the Agreement; and

WHEREAS, the parties desire to amend the Agreement to include additional EduLink Modules to the software currently licensed to the District; and

WHEREAS, capitalized terms not herein defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, rights and obligations set forth in this Amendment, the benefits to be derived therefrom, and other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

1. The Agreement is hereby amended to add the following EduLink Module, including the terms and conditions applicable to the use thereof:

**Attachment Module:** The ability to upload attachments is provided through the purchase of the Attachment Module. When secured by a client, individual users within the client's portal will be able to upload standard documents (PDF, DOC, DOCX, XLS, XLSX, PPT, PPTX, TXT, RTF), images (JPG, PNG, JPEG, GIF), and audio files (WAV, M4A, MP3). Individual attachments will be limited to 20MB per attachment. Each non-supervising user will have 100MB of online storage to manage. Users with supervisory roles will be allotted 200MB of online storage. Attachments will be individually managed by users, adding and removing attachments as needed within the previously defined allotment of storage. It is recommended that users keep a copy of all attachments outside of the software as attachments are only temporarily stored within the software. When securing the Attachment Module, clients agree that their users will not upload viruses or other malicious code, will not post content that: is hate speech, threatening, or pornographic; incites violence or could be reasonably interpreted as intended or likely to incite violence; or contains nudity or graphic or gratuitous violence, will not post content that infringes or violates someone else's rights or otherwise violates the law. EduLink reserves the right to remove, without notice, any attachment and/or content that violates this statement or our policies.

2. The Annual Licensing Fee section shall be amended to include:

**Annual Licensing Fee for Attachment Module:**

**\$3,709**

**\*This fee covers 7-1-16 to 6-30-19**

The annual licensing fee covers the then current school year. Fees for any Subsequent Year Terms shall be EduLink's then-current yearly license fees.

3. If any provision contained herein expressly conflicts with the terms of the Agreement, the provisions contained in this Amendment shall supersede and control the provisions of the Agreement.

4. This Amendment may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. Signatures on this Amendment transmitted by facsimile or electronic mail shall be deemed to be original signatures for all purposes of this Amendment.

*[Signatures appear on the next page.]*

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the date first above written.

**District**

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**EduLink**

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Sales Representative: Patrick Farrell