

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement ("Second Amendment"), is effective as of the date of last signature hereto ("Second Amendment Effective Date") and is by and between TargetSolutions Learning, LLC, a Texas limited liability company ("TSL") and the City of San Antonio, a Texas Home-Rule Municipal Corporation ("Client").

### Introduction

- A. CentreLearn Solutions, LLC and Client entered into an Agreement with an Effective Date of October 12, 2009 (the "Agreement").
- B. CentreLearn Solutions, LLC assigned its interests to TSL on or about September 23, 2014.
- C. The Agreement was amended effective July 14, 2017, pursuant to that certain *Amendment to Agreement* between TSL and Client ("First Amendment").
- D. TSL and Client have entered into a new contract that will become effective on November 1, 2018 ("New Contract") under which TSL will provide the same goods and services to Client as were provided under the Agreement.
- E. TSL and Client desire to amend the terms of the Agreement (as heretofore amended by the First Amendment) in accordance with the terms of this Second Amendment. Under this Second Amendment, **(1)** the Agreement will be terminated and of no further force and effect from and after October 31, 2018, and **(2)** TSL will refund or otherwise credit the sum of \$29,000.00 to Client, as a refund of or credit for the portion of the YEAR TWO licensing fee for the period November 1, 2018 through May 21, 2019 that will be not be used due to the licensing fee that Client has paid or will pay to TSL for that period under the New Contract.

### Terms of Amendment

- 1. The Agreement will be terminated and of no further force and effect from and after October 31, 2018 ("Termination Date").
- 2. TSL will refund or otherwise credit the sum of \$29,000.00 to Client, as a refund of or credit for the portion of the YEAR TWO license fee for the period November 1, 2018 through May 21, 2019 that will be not be used due to the licensing fee that Client has paid or will pay to TSL under the New Contract. This refund or credit will be completed not more than thirty (30) calendar days after the Termination Date.

Signatures on Page Following

## SIGNATURE PAGE TO SECOND AMENDMENT TO AGREEMENT

TSL and Client have executed this Second Amendment effective as of the Second Amendment Effective Date.

### TARGETSOLUTIONS LEARNING, LLC

Signed: \_\_\_\_\_

Name: Philip Coons

Title: Vice President of Sales

Date: 10/15/18

### CITY OF SAN ANTONIO

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_