

Amendment No. 1 to Contract No. 13043

This is Amendment No. 1 to Contract No. 13043, effective May 8, 2020 (as amended from time to time, the "Contract"), between the State of Oregon, acting by and through its Department of Education ("Agency") and SeeChange LLC, an Oregon limited liability company ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

The Contract is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 1 of the Contract is amended as follows:

1. Contract Term.

The "Effective Date" of this Contract is May 8, 2020. Unless extended or terminated earlier in accordance with its terms, this Contract terminates on ~~August 30, 2020~~ **November 30, 2020**. The termination of this Contract will not extinguish or prejudice Agency's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Except as expressly amended above, all other terms and conditions of the Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the Contract is Contractor's correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
 - i. Contractor is exempt from backup withholding;
 - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding;
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - i. all tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
 - ii. any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
 - iii. any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to Goods, Services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions;
- d. in the event that Contractor is a general partnership or joint venture, that Contractor's signature(s) on this Amendment constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By

inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: Holley Oglesby
Holley Oglesby, Contracting Officer

8/28/2020
Date

SeeChange LLC

By: Pooja Bhatt
Authorized Signature

8/28/2020
Date

Pooja Bhatt
Printed Name

Managing Partner
Title

84-3519270
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: not required (OAR 137-045-0050)
Name, Title

Date