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AMENDMENT NO.2

TO THE SERVICES AGREEMENT

THIS AMENDMENT NO. 2, dated as of November 20, 2015("Amendment No. 2"), by and between Pearson Education, Inc. ("Pearson"), and The University of Texas at Austin, an agency and institution of higher education for and on behalf of the Charles A. Dana Center ("University") will serve to amend the Agreement dated as of December 5, 2014 between Pearson and University ("Agreement"), and as amended.

RECITALS

WHEREAS, the parties entered into the Agreement for the development and distribution of certain courses based on the New Mathways Project ("Course" or "Courses"), as such terms are defined in the Agreement; and

WHEREAS, the parties hereto wish to add a newly developed Course to the Exhibt A – Statement of Work; and

WHEREAS, the parties hereto with to address the sharing of certain fees and costs for the clearance of certain text research and image/photo permissions related to the Courses;

NOW, THEREFORE, in consideration of the mutual premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.   Capitalized terms used herein and not otherwise defined shall have their respective meanings specified in the Agreement.

2.   Exhibit A – Statement of Work, Section I is hereby amended by inserting the following new Section I., E. as follows:

"E.   **Reasoning with Functions II**

This college-level course is designed for students who have completed Reasoning with Functions I and intend to take Calculus or other technical or STEM coursework. Reasoning with Functions II builds students' geometric and trigonometric reasoning skills using active learning approaches that allow students to explore dynamic geometric situations as well as build and use mathematical models which incorporate trigonometric functions. The ability to reason from multiple perspectives and representations is emphasized.

Units of study will include:

Geometric Reasoning
Pythagorean Theorem
Distance
Length, area, and volume
Arc length
Similarity
Trigonometry
Right triangle trigonometry
The unit circle

Proving trigonometric identities
Properties of trigonometric functions
Modeling with trigonometric functions
Law of Sines
Law of Cosines
Inverse trigonometric functions
Functions
Modeling with algebraic and transcendental functions

This first iteration of this course shall be considered a pilot. This Course will be ready for use as a pilot by July 1, 2015. Initial Course development launch meeting between University and Pearson teams will need to take place by March 11, 2016. Complete course launch will be by December 2, 2016. Course development schedules shall be mutually agreed upon within five ("5") business days of the Initial Course development launch meeting between the University team and the Pearson Team."

3.   Exhibit A – Statement of Work, Section III is hereby further amended by inserting the following new Section III, f) as follows:

"f)   Sharing of Permissions Clearance Costs and Fees.

Notwithstanding anything set forth in Exhibit A - Statement of Work or the Services Agreement to the contrary, Pearson agrees to pay, at its own expense, fifty percent ("50%") of all reasonable text research and image/photo permission fees that are approved in advance by Pearson for the first edition of each of the five ("5") Courses listed in this Statement of Work (Foundations of Mathematical Reasoning, Reasoning with Functions I, Reasoning With Functions II, Quantitative Reasoning & Statistical Reasoning) up to the maximums described below, as follows:

Pearson Per-Course Limitation: Notwithstanding anything to the contrary contained herein, Pearson's total obligation on a per-course basis shall be limited to Five Thousand Dollars ("$5,000") in the aggregate for all pre-approved text research and image/photo permissions costs and fees combined. University shall be solely responsible for any amounts in excess of this per-course limitation.

Pearson Total Obligation: For the avoidance of doubt, Pearson's maximum contribution towards permission fees across both categories combined shall not exceed an aggregate total of Twenty Five Thousand Dollars ("$25,000") based upon a maximum of Five Thousand Dollars ($5,000) per course multiplied by the five courses contained in this Statement of Work.

First Edition Only: Pearson's obligation to pay for text research and image/photo permission costs and fees under the terms of this Agreement shall apply to the first edition of the Course only. Pearson shall not be responsible for paying any such permissions fees related to any revised and/or any subsequent editions and versions of the Course, however Pearson will make reasonable efforts to clear permissions for future editions at the time clearances are obtained for the First Edition(s).

Cost Control: Pearson and the University will work together in good faith to control costs, using Pearson-proposed vendors for photo/image and text research permissions and University-proposed vendors based on suitability on a case-by-case basis."

4.   Except as set forth herein, the terms and conditions of the Agreement shall remain in full force and effect and each party hereto agrees to be bound by the terms thereof .

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date listed above.

Pearson Education, Inc.

By: _Andrew P. Smedira_
A157BC31E4B2472

Name: _Andrew P. Smedira_

Title: _VP Finance_

Date: _01 December 2015_

The University of Texas at Austin

By: _Linda Shaunessy_

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: _11/23/2015_