



SECOND AMENDMENT TO AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This **Second Amendment to the Agreement Between University and Contractor** (this "Amendment") is entered into effective **October 15, 2014** ("Effective Date") by and between **The University of Texas System** ("**University**") and **Kroll Associates, Inc.** ("**Contractor**").

University and Contractor entered into an Agreement, effective **August 5, 2014**, and is referred hereafter as the "the Agreement". University and Contractor entered into the First Amendment effective September 12, 2014, amending Section 12.25 concerning FERPA Compliance.

Because University has requested that Contractor provide increased depth of review, including email collection and review and data analysis, UTS and Contractor desire to extend and amend the Agreement as more particularly set forth below:

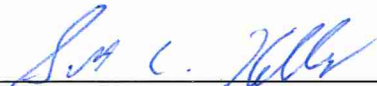
1. **Section 3 of the Agreement** is hereby amended and restated in its entirety and shall hereafter be and read as follows:

The term of this Agreement will begin on the Effective Date and expire on January 31, 2015.

2. **Exhibit C of the Agreement** is amended by increasing the Fee Cap to \$375,000 and the expense cap to \$30,000.
3. Except as provided in this Amendment, all terms used in this Amendment, which are not otherwise defined, shall have the respective meanings ascribed to such terms in the Agreement.
4. This Amendment embodies the entire agreement between University and Contractor with respect to the renewal, modification and amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
5. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, University does not intend to, and the execution of this Amendment shall not in any manner, impair the Agreement, the purpose of this Amendment being simply to renew, modify, amend and ratify the Agreement, as hereby renewed, modified, amended and ratified, and to confirm and carry forward the Agreement, as hereby renewed, modified, amended and ratified, in full force and effect.
6. This Amendment shall be construed and governed by the laws of the State of Texas.

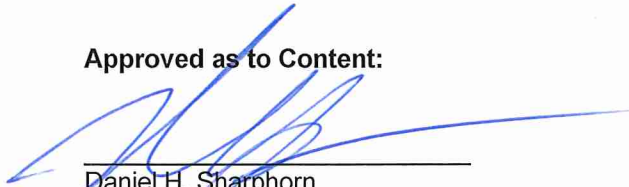
IN WITNESS WHEREOF, University and Contractor have executed and delivered this Agreement as a sealed Instrument effective as of the Effective Date.

THE UNIVERSITY OF TEXAS SYSTEM



Dr. Scott C. Kelley
Executive Vice Chancellor for Business Affairs

Approved as to Content:



Daniel H. Sharporn
Vice Chancellor and General Counsel

KROLL ASSOCIATES, INC.:



William C. Nugent
Senior Managing Director