

Fifth Amendment

This Fifth Amendment (“Amendment”) is entered into between EverFi, Inc. a Delaware corporation, located at 2300 N Street NW, Suite 500 Washington, DC, 20037 (“**Company**”), and University of North Texas (“**Organization**”) and is effective as of April 1, 2021 (the “**Effective Date**”). Company and Organization may also be referred to herein each as a “Party” or collectively as “Parties.”

WHEREAS, Company and Customer entered into that certain agreement as of May 27th, 2016 (the “**Original Agreement**”) as amended (collectively, the “**Agreement**”) and now desire to amend certain terms;

NOW, THEREFORE, in consideration of the premises and of the mutual obligations hereinafter set forth, the Parties hereto hereby agree as follows:

A. EFFECT OF AMENDMENT

This Amendment amends the Agreement. Except as provided herein, all of the terms and conditions of the Agreement remain in full force and effect, but the terms of this Amendment will govern to the extent of any conflict between the terms of this Amendment and the Agreement. References to section numbers refer to the Agreement’s sections. All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them by the Agreement.

B. AMENDED TERMS

The Parties agree that the following Product shall be added to the Agreement to begin on the Start Date and end on the End Date (the “Additional Product Term”) as listed below:

Product	Start Date	End Date	Quantity	Fees
Diversity, Equity and Inclusion for Students	4/1/2021	3/31/2022	1	\$16,000.00
			Total	\$16,000.00

Billing Schedule:

\$16,000.00 is due within thirty (30) calendar days from April 1st, 2021.

In the event the Agreement Term expires during the Additional Product Term, the Parties agree that the terms of the Agreement applicable to this Amendment shall remain in effect for purposes of the Product set forth herein.

C. ENTIRE AMENDMENT

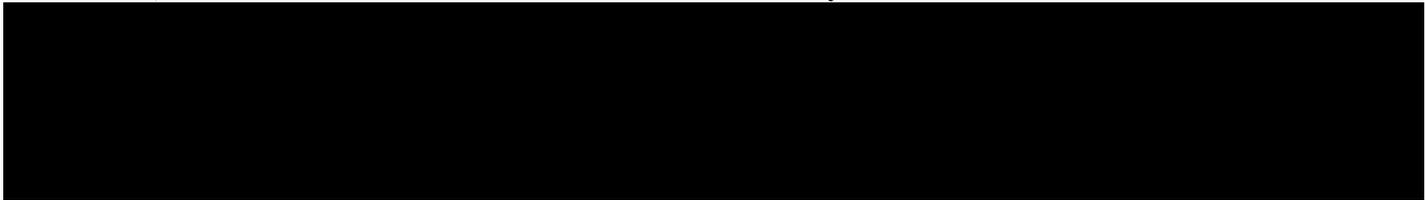
This Amendment and the Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. They shall not be further modified except by a written agreement dated after the Amendment Effective Date and signed on each Party’s behalf. Nothing in this Amendment should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Amendment. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this

Amendment as of the Effective Date.

EVERFI, INC.

University of North Texas



Date: March 22, 2021

Date: _____