



Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

Emburse, Inc. _____ (vendor company name) hereby provides notice of the following material change to contract number: #R220101 on this date December 16, 2021.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|--|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Change in ownership (<i>sale/purchase</i>) |
| ___ Indicate if you are assigning to your own subsidiary | ___ Asset Purchase Agreement |
| ___ Assumption Agreement | ___ Other supporting documentation |
| ___ Other supporting documentation | |
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Acquisition |
| ___ Official legal Notice of Bankruptcy Proceedings | ___ Asset Purchase Agreement |
| ___ Other supporting documentation | ___ Other supporting documentation |
| <input type="checkbox"/> Merger | <input checked="" type="checkbox"/> Other |
| ___ Share Exchange Agreement | ___ Supporting documentation |
| ___ Merger and Acquisition Agreement | |
| ___ Asset Purchase Agreement | |
| ___ Other supporting documentation | |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

Addition of the following in Section 11, Termination of Contract, Subsection (e), Standard Cancellation: This cancellation shall not apply to purchase orders with Public Agencies which require a minimum twelve (12) month term. The foregoing is subject to the Survival Clause (Section 13).

Add to the last sentence in Section 13, Survival Clause: ,which includes any termination related to the Standard Cancellation clause in Section 11(e).

Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

- i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.



In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to National IPA and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

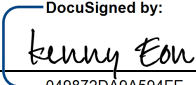
iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under contract number #R220101. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor
Emburse, Inc.

Official name of assigned or added company

BY: 
049872DA9A594FE...

BY: _____

NAME: Kenny Eon

NAME: _____

TITLE: SVP, General Business Sales

TITLE: _____

Region 4 Education Service Center

BY: Robert Zingelmann

NAME: Robert Zingelmann

TITLE: _____

DATE: June 8, 2023