

AMENDMENT 3 TO GRADUATE PROGRAMS SERVICE AGREEMENT

1. This Amendment 3 to Graduate Programs Service Agreement (**Amendment**) is made and entered into as of November 17, 2021 (the "Amendment Effective Date"), by and between **Academic Partnerships, LLC ("AP")** and **Southeastern Oklahoma State University** (the "University"). AP and University may be referred to singularly as a "Party" and collectively as the "Parties" in this Amendment.

Background.

- A. AP and University entered into a Graduate Programs Service Agreement dated December 15, 2015, as amended (the "Graduate Service Agreement"), whereby AP provides the University services with respect to the University's Graduate-level Online Programs;
- B. AP and University entered into an Undergraduate Programs Service Agreement dated April 28, 2017 (the "Undergraduate Service Agreement"), whereby AP provides the University services with respect to the University's Undergraduate-level Online Programs.
- C. AP and University desire to amend the Graduate Service Agreement to include both Graduate-level and Undergraduate-level Online Programs and extend the term of such Online Programs for seven years, ending on December 15, 2029.
- D. In consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

2. Amended Provisions.

- A. Capitalized terms used herein but not defined shall have the same meaning as in the Graduate Service Agreement.
- B. The Undergraduate Service Agreement is terminated effective as of the Amendment Effective Date.
- C. The Graduate Service Agreement is hereby renamed as the "Service Agreement".
- D. Section I.G of the Service Agreement entitled "Canvas" is hereby deleted in its entirety and replaced with the following:

"Not a Third Party Servicer. Based on the Services provided under this Agreement, AP is not a Third Party Servicer as defined at 34 C.F.R. § 668.2(b). The Parties agree AP will not be reported or characterized by either Party as such, and AP will not undertake any work pursuant to this Agreement inconsistent with this provision."

- E. A new Section II.A.6 is added to the Service Agreement as follows:

“Linking. In order to provide prospective students quick and efficient access to information on University’s Online Programs and in-person programs, University will cross-link the Online Programs on its home admission webpage for the in-person equivalent of the Online Programs, and similarly AP will cross-link to University’s home admissions webpage.”

- F. Section VI.A entitled Term is deleted in its entirety and replaced with the following:
“The original term of this Agreement shall commence on the Effective Date and end on December 15, 2029, unless terminated earlier hereunder. The original term and any successor term shall automatically renew for five (5) year periods, unless either Party gives written notice to the other Party of its desire to terminate the Agreement at least 270 days before the expiration of the then current original term or successor term.”

- G. Section XIII.D entitled Notice is hereby updated for Academic Partnerships as follows:

If to AP:

Academic Partnerships, LLC
Attention: President and COO, Core Business
600 North Pearl Street, Suite 1300
Dallas, Texas 75201
Email: Howard.Rouse@academicpartnerships.com

With copy to:

Academic Partnerships, LLC
Attention: Legal Department
600 North Pearl Street, Suite 1300
Dallas, Texas 75201
Email: Legal@academicpartnerships.com

3. Addendums.

All prior Addendums of the Service Agreement are hereby deleted in their entirety and replaced with the attached Addendum A. An Addendum B for new Online Programs is added. An Addendum C, Strategic Initiative Addendum, is hereby added.

4. Confirmation and Integration.

Except as expressly amended by this Amendment, the Parties hereby confirm and ratify the Service Agreement in its entirety. The Service Agreement, as amended hereby, constitutes the entire agreement between the Parties and their predecessors pertaining to the subject matter of the Service Agreement, as so amended, and supersedes the

Undergraduate Service Agreement and all prior and contemporaneous agreements and understandings of the Parties and their predecessors in connection therewith.

5. Counterparts.

This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

6. Headings.

The descriptive headings of the sections herein are for convenience only and do not define, limit or construe the contents of the Amendment's construction or interpretation.

IN WITNESS WHEREOF, the Parties have caused this Amendment 3 to be signed by their duly authorized representatives, all done the day and year first above written.

ACADEMIC PARTNERSHIPS, LLC

**SOUTHEASTERN OKLAHOMA STATE
UNIVERSITY**

Signature: 

Signature: 

Name: Howard Rouse

Name: Thomas W. Newsum

Title: President and COO, Core Business

Title: PRESIDENT

Date: December 10, 2021

Date: 12-10-2021

ADDENDUM A

This Addendum A (**Addendum**) dated as of November 17, 2021, restates all prior Programs listed on Addendums for both the Graduate Service Agreement and the Undergraduate Service Agreement between Academic Partnerships, LLC (**AP**), and Southeastern Oklahoma State University (the **University**) and is fully incorporated therein.


PROGRAM AND/OR DEGREE	ADDENDUM/DATE	PROJECTED START DATE	AP REVENUE PERCENTAGE
Graduate Programs			
MBA	Addendum A – 12-15-2015	Fall 2016	50%
MEd in C&I – General	Addendum B – 11-03-2016	August 2017	50%
MEd in C&I – Science	Addendum B – 11-03-2016	August 2017	50%
MEd in C&I – English	Addendum B – 11-03-2016	August 2017	50%
MEd in C&I – Math	Addendum B – 11-03-2016	August 2017	50%
MEd in C&I – Educational Technology	Addendum B – 11-03-2016	August 2017	50%
MEd in Educational Leadership	Addendum B – 11-03-2016	August 2017	50%
MEd in Special Education	Addendum B – 11-03-2016	August 2017	50%
MEd in School Counseling	Addendum B – 11-03-2016	August 2017	50%
MS Native American Leadership	Addendum B – 11-03-2016	August 2017	50%
MS in Sports Administration – General	Addendum C – 04-01-2017	Spring 2018	50%
MS in Sports Administration – Business	Addendum C – 04-01-2017	Spring 2018	50%
MS in Sports Administration – Business Marketing	Addendum C – 04-01-2017	Spring 2018	50%
MS in Sports Administration – Native American Leadership	Addendum C – 04-01-2017	Spring 2018	50%
MS in Sports Administration – Educational Leadership	Addendum C – 04-01-2017	Spring 2018	50%
MS in Native American Leadership – Education	Addendum C – 04-01-2017	Spring/Summer 2018	50%
MS in Native American Leadership – Healthcare Information Systems	Addendum C – 04-01-2017	Spring/Summer 2018	50%
MS in Native American Leadership – Hospitality Marketing	Addendum C – 04-01-2017	Spring/Summer 2018	50%
Med in Special Education – Administrative Option	Addendum C – 04-01-2017	August 2017	50%
Med in Special Education – Challenging Behaviors Option	Addendum C – 04-01-2017	August 2017	50%
Med in Educational Leadership – Academic Track	Addendum C – 04-01-2017	August 2017	50%
Med in Educational Leadership – Professional Track	Addendum C – 04-01-2017	August 2017	50%
MBA with an emphasis in Accounting	Addendum C – 04-01-2017	October 2017	50%
Masters of Educational Leadership – Dual Emphasis Principal and Superintendent	Addendum D – 02-21-2019	August 2019	50%
Masters of Education – Curriculum & Instruction – Theatre Pedagogy	Addendum D – 02-21-2019	August 2019	50%
Alternate Certificate	Addendum D – 02-21-2019	August 2019	50%

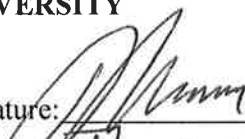
Masters of Education – Curriculum & Instruction – Education as a Second Language	Addendum D – 02-21-2019	August 2019	50%
MBA – Women in Leadership	Addendum D – 02-21-2019	August 2019	50%
Master of Early Intervention and Child Development – General	Addendum E – 02-12-2021	August 2020	50%
Master of Early Intervention and Child Development – Administrative	Addendum E – 02-12-2021	August 2020	50%
Master of Early Intervention and Child Development – Native Populations	Addendum E – 02-12-2021	August 2020	50%
Master of Early Intervention and Child Development – Trauma and Resiliency	Addendum E – 02-12-2021	January 2021	50%
Certificate Trauma and Resiliency	Addendum E – 02-12-2021	January 2021	50%
MBA Project Management	Addendum E – 02-12-2021	August 2020	50%
MBA Data Analytics	Addendum E – 02-12-2021	August 2020	50%
Certificate Project Management	Addendum E – 02-12-2021	January 2021	50%
Undergraduate Programs			
BBA – General	Addendum A – 04-28-2017	Summer/Fall 2018	50%
BBA in Marketing	Addendum A – 04-28-2017	Summer/Fall 2018	50%
BBA in Management	Addendum A – 04-28-2017	Summer/Fall 2018	50%
BS/BA in General Studies	Addendum A – 04-28-2017	Summer/Fall 2018	50%
BS/BA in Communications	Addendum A – 04-28-2017	Summer/Fall 2018	50%
BS/BA in Occupational Safety & Health	Addendum A – 04-28-2017	Summer/Fall 2018	50%
BBA Marketing with a Major/Minor	Addendum B – 03-27-2018	August 2018	50%
BBA Hospitality Management with a Major/Minor	Addendum B – 03-27-2018	August 2018	50%
BBA Management with a Major/Minor	Addendum B – 03-27-2018	August 2018	50%
Bachelor of Science Criminal Justice	Addendum C – 02-21-2019	August 2019	50%
BBA Accounting	Addendum D – 02-12-2020	January 2021	50%
BS Recreation Sports Management	Addendum D – 02-12-2020	August 2020	50%

This Addendum contains trade secrets and commercial and financial information that are confidential and therefore may not be disclosed to any third party. If the University receives an open records request for this information, it shall follow the applicable provisions of its state's open records law in regards to notifying AP of the request and seeking a ruling by its state's Attorney General or other open records authority regarding its confidentiality.

ACADEMIC PARTNERSHIPS, LLC

SOUTHEASTERN OKLAHOMA STATE UNIVERSITY

Signature: 
Name: Howard Rouse
Title: President and COO, Core Business
Date: December 10, 2021

Signature: 
Name: Thomas W. Newsom
Title: President
Date: 12-10-2021

ADDENDUM B

This Addendum B (**Addendum**) dated as of November 17, 2021, is a supplement to that certain Service Agreement, as amended, between Academic Partnerships, LLC (**AP**), and Southeastern Oklahoma State University (the **University**) and is fully incorporated therein.

ONLINE PROGRAM AND/OR DEGREE	START DATE	AP REVENUE PERCENTAGE
Healthcare Programs		
RN-BSN	TBD	50% of tuition
MSN Nursing Leader	TBD	50% of tuition
MSN Nursing Educator	TBD	50% of tuition
MS Health Science	Fall 2022	50% of tuition
MS Community Health	Fall 2022	50% of tuition
MS Health Administration	Fall 2022	50% of tuition
Technology Programs		
Master of Information Systems	Spring 2023	50% of tuition
MS in Cyber Security	Spring 2023	50% of tuition
MS in Information Technology	Spring 2023	50% of tuition
MS in Computer Science	Spring 2023	50% of tuition
MS in Data Science	Spring 2023	50% of tuition
Certificate in Data Analytics	Fall 2022	50% of tuition
Business Programs		
MA Organizational Management and Leadership	Fall 2022	50% of tuition
MBA Leadership	Fall 2022	50% of tuition
Education Programs		
Graduate Certificate Superintendent	Fall 2022	50% of tuition
M.Ed C&I Music	Fall 2022	50% of tuition
M.Ed C&I Reading	Fall 2022	50% of tuition
Graduate Certificate Special Education	Fall 2022	50% of tuition
MA Higher Education	Fall 2022	50% of tuition
Undergrad Programs		
BS Sociology	Fall 2022	50% of tuition
BS Computer Information Systems	Spring 2023	50% of tuition
BS Computer Science	Spring 2023	50% of tuition
BS Computer Science Cyber Security	Spring 2023	50% of tuition
BS Computer Science Data Science	Spring 2023	50% of tuition
BS Information Technology	Spring 2023	50% of tuition
BS Psychology	Fall 2022	50% of tuition

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open records law in regards to notifying AP of the request and seeking a ruling by its state's Attorney General or other open records authority regarding its confidentiality.

ACADEMIC PARTNERSHIPS, LLC

**SOUTHEASTERN OKLAHOMA STATE
UNIVERSITY**

Signature: 

Name: Howard Rouse

Title: President and COO, Core Business

Date: December 10, 2021

Signature: 

Name: P. Newsom

Title: President

Date: 12-10-2021

ADDENDUM C STRATEGIC INITIATIVE ADDENDUM

This Addendum C (**Addendum**) dated as of November 17, 2021, is a supplement to that certain Service Agreement, as amended, between Academic Partnerships, LLC (**AP**), and Southeastern Oklahoma State University (the **University**) and is fully incorporated therein.

University and AP intend to broaden their relationship by launching and undertaking, subject to all applicable laws and University regulations and policies, certain strategic initiatives as set forth in this Addendum.


- A. The University is seeking assistance in building an online student support center to better help students manage their academic journeys through graduation in light of University's growth and extended programmatic expansion (**Student Support Initiative**).
- B. AP shares the University's goals of improving student success and increasing student retention rates and wishes to support such goals as provided herein.

Now, therefore, and in consideration of the mutual covenants, promises, terms, and conditions contained herein, intending to be legally bound hereby, AP and the University agree as set forth below:

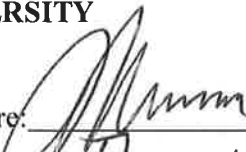
- 1. Commitment. AP hereby commits Two Hundred Fifty Thousand Dollars (\$250,000), in furtherance of the Student Support Initiative.
- 2. Purpose. It is understood and agreed that the commitment will be used to fund the Student Support Initiative as detailed in University reports to AP on a quarterly basis (**Funding Purpose**).
- 3. Payment. It is further understood and agreed that the funding will be paid in three installments as follows: (a) \$90,000 on or before June 30, 2022; (b) \$90,000 on or before June 30, 2023; and (c) \$70,000 on or before March 31, 2024. It is also understood and agreed that the funding as received may be invested by the University as it shall best determine pending distribution to the Funding Purpose.
- 4. Reporting and Stewardship. The University shall report to AP annually regarding the University's progress towards the Funding Purpose and the disposition of funds.
- 5. Future Changed Circumstances. If, in the reasonable opinion of University, all or part of this funding cannot at some time in the future be usefully or practically applied to the Funding Purpose or if the Funding Purpose cannot be achieved because of a future change in law or unforeseeable circumstances, the University may use the funds for a related purpose which in the opinion of University will most nearly support the goals of the Funding Purpose.
- 6. Amendment. This Addendum may be amended or modified only with the written consent of AP and the University.

7. Entire Agreement. This Addendum contains the entire understanding of the parties with respect to the subject matter of the Addendum. This Addendum also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Addendum.

ACADEMIC PARTNERSHIPS, LLC

Signature: 
Name: Howard Rouse
Title: President and COO, Core Business
Date: December 10, 2021

**SOUTHEASTERN OKLAHOMA STATE
UNIVERSITY**

Signature: 
Name: Thomas W. Newsum
Title: President
Date: 12-10-2021