EDUCATIONAL MASTER SERVICES AGREEMENT

This Educational Master Services Agreement (this "Agreement") is made effective January 9, 2019 (the "Effective Date") between Kaplan Inc. ("Kaplan") and Texas A&M Health Science Center on behalf of the College of Pharmacy ("School"), each a "Party" and collectively, the "Parties".

For good and valuable consideration, the receipt of which are hereby acknowledged, and intending to be legally bind hereby, the Parties agree as follows:

1. Program Delivery.
   a. Kaplan shall provide the products and services (collectively, "Programs") in accordance with a statement of work made pursuant to this Agreement ("SOW").
   b. A "Designated Student" is a current student of School that School designates for participation in a Program in an applicable SOW and that meets any eligibility requirements set forth in the applicable SOW, except as otherwise noted in the applicable SOW ("Eligibility Requirements"). Any deadline for Designated Students to begin or end Programs shall be identified in the SOW ("Program Deadlines"). Programs may have access periods during which Students shall have access to a Program's digital or other assets ("Access Period").
   c. "Class" means the delivery of a Program by Kaplan to a single cohort of students and usually has a start date and schedule. Programs shall be delivered to Designated Students. "Help" refers to Kaplan's Help Suite academic support products.
   d. School shall provide a "Roster" with first name, last name, email address and class year for each Designated Student, as well as any other information that Kaplan may reasonably require, ("Student Information"). Rosters for Classes with live instruction ("Live Classes, Rosters") must include the relevant Class Codes from Kaplan's website. Rosters for asynchronous Classes and other products that are not Live Classes, ("General Rosters"), shall indicate the requested start of the Access Period of the Program (where applicable). "Standard" Rosters are used for enrolling Designated Students in Kaplan's regularly scheduled and advertised, retail Classes and Programs, including Help Suite Programs, ("Standard Programs"). "Custom" Rosters are used to enroll Designated Students in a Class that will take place at School or is otherwise not available on kaptest.com (a "Custom Program"). If applicable, upon receipt of a Custom-Roster that includes or exceeds the "Class Minimum" specified in the applicable SOW, Kaplan shall schedule a Class of that Program. Kaplan shall work with School to accommodate School's "Requested Start Date & Schedule," however all scheduling decisions shall be made by Kaplan based on teacher availability and other reasonable considerations. Kaplan shall have sole discretion to postpone or cancel delivery of a Class subject to Kaplan's refund policies. Where the Custom Program is to be delivered at School, School shall provide reasonable, safe, well maintained and appropriate facilities for the Custom Program at no cost to Kaplan. School shall be solely responsible for the security, management and safety of the facility.
e. Rosters shall be provided by the date(s) indicated in the applicable SOW ("Roster Deadline"), at which point a Roster becomes a "Final Roster." It is within Kaplan's sole discretion whether to add or delete Designated Students to or from a Final Roster when School makes designations after the Roster Deadline.

f. Kaplan reserves the right to make changes to and/or discontinue Programs in its discretion at any time. If Kaplan discontinues a Program after submission of a Roster, Kaplan shall refund School any Program Fees paid pursuant to that Roster for the discontinued Program.

g. Kaplan shall deliver Programs in a professional and workmanlike manner. Staffing of Classes is within Kaplan's sole discretion. SOWs may not be amended except in a writing signed by both Parties. Any conflict between this Agreement and any SOW shall be resolved in favor of the applicable SOW.

2. Program Fees & Invoices.

a. "Program Fees," including the fee per Designated Student ("Tuition") any applicable "Guarantee," shall be set forth in the applicable SOW. Except as provided in the applicable SOW, Kaplan shall invoice on the basis of Final Rosters, and School shall pay all invoiced amounts. School shall pay all Program Fees and School shall make full payment in US dollars to Kaplan within 30 days from the date of invoice. Program Fees are non-refundable, except for discontinued Programs and cancelled Classes. Unless otherwise provided in the applicable SOW, if School collects any money from Students to participate in the Program, such amount may not exceed the Tuition and School may not offer discounts, rebates, scholarships or other promotions without the prior written consent of Kaplan. Notwithstanding the foregoing, if the applicable SOW provides that Designated Students and not School shall be responsible for payment of Tuition to Kaplan ("Student-Pay") Kaplan shall have no obligations to School or to Designated Students in connection with Students who have not paid Tuition in full to Kaplan prior to the first Class and/or the beginning of the Access Period.

b. "Purchase Orders." If School issues Kaplan a purchase order ("PO") in connection with this Agreement, the PO shall expressly incorporate this Agreement by reference and shall exactly match the Scope of Work, including Fees described therein, unless otherwise agreed by Kaplan. The PO may not add or revise terms ("Changes") unless agreed to in writing by Kaplan. If a PO makes Changes that have not been agreed to by Kaplan such Changes shall be void however the PO will remain otherwise effective notwithstanding anything to the contrary in the PO. POs, if any, must be received by the following deadlines: Classes: 4 weeks prior to the first class session; books and other hard-copy materials: 2 weeks prior to delivery; Digital Assets: 1 week prior to the start of the applicable access period.

3. Term & Termination: The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either Party upon 30 days written notice, not to exceed a term of 5 years. Such termination shall only become effective when the Parties have performed all of their obligations under any SOW under this Agreement. Either Party may also terminate this Agreement and any SOW if thirty (30) days after giving the other Party written notice of a material breach of this Agreement the breaching Party fails to cure the breach. If School terminates an SOW in the absence of a material breach by Kaplan of this Agreement or of that SOW, School shall remain obligated to pay Tuition for Designated Students identified in any Roster and School shall be obligated to pay any Guarantee under that SOW. Kaplan shall cease all services as of the effective date of termination.
   a. "Kaplan IP" means the Programs and all books, questions, answers, explanations, videos, animations, simulations, handouts, audio and video recordings (including of lectures), curricula, teacher's guides and other content and materials, and all derivative works thereof, used in the Program or to which School or Students have access to by virtue of this Agreement or any SOW thereto, (collectively, "Content"); all technology, and software used in the delivery of Programs; all know how, methods and processes incorporated in Programs; and all Kaplan trademarks and logos. All Kaplan IP is and shall remain the sole and exclusive property of Kaplan and its licensors. School acknowledges that this Agreement does not confer upon School any interest in or right to use any Kaplan IP other than as expressly provided in this Agreement or in any applicable SOW. Kaplan IP may be accessed or delivered online or through mobile applications ("Digital Assets").
   b. Each Designated Student receives a personal, non-exclusive, non-assignable, non-sublicenseable license to access Digital Assets during the Program. It is prohibited for Designated Students to share their access credentials (e.g., username and password) to Digital Assets ("Access Credentials") or share other Content.

5. Reps & Warranties. Kaplan represents and warrants that (a) it has the authority to enter into this Agreement and to deliver Programs and (b) Programs shall not violate the intellectual property of any third parties. School represents and warrants that it has obtained any necessary consents to share Student Information with Kaplan and for Kaplan to use such Personal Information in the performance of this Agreement.

6. EXCEPT AS OTHERWISE PROVIDED HEREIN, PROGRAMS ARE PROVIDED "AS IS" AND KAPLAN DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL KAPLAN BE LIABLE TO SCHOOL FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, EVEN IF KAPLAN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT IS KAPLAN LIABLE TO SCHOOL FOR DAMAGES IN EXCESS OF THE AMOUNT OF FEES PAID BY SCHOOL TO KAPLAN.

7. Force Majeure. Neither party is liable to the other for any delay or failure to perform an obligation under this Agreement if the delay or failure to perform is due to causes beyond the control of that party, including, but not limited to, acts of nature; acts of the public enemy; acts of the United States of America, or any state; territory or political division of the United States of America, or of the District of Columbia; fires; riots; Internet infrastructure failures; hacker attacks; floods; epidemics; quarantine restrictions; strikes or any other labor disputes; and freight embargoes.

8. Taxes: Each Party shall be responsible for its own taxes. School shall be responsible for any taxes, VAT, levies or other duties, (collectively, "Taxes") imposed by relevant taxation authorities or other governmental agencies for School's receipt of Tuition. School may not make any deductions from Payments.

9. Counterparts. This Agreement may be executed in any number of counterparts.

10. Independent Contractor Status. The relationship between Kaplan and School is as independent contractors. Neither Party shall have the right to obligate or bind the other Party in any manner
whatsoever.

11. Assignment & Modification. Neither Party may assign any rights or obligations under this Agreement unless approved in writing by the other Party. Any modification of or amendment to this Agreement will be effective only if it is in writing signed by both Parties.

12. Invalidity. Any provision of this Agreement found to be invalid, unenforceable, or prohibited by law will be ineffective only to the extent of such invalidity, unenforceability, or prohibition without invalidating the rest of this Agreement.

13. Entire Agreement & No Waiver. This Agreement, its SOWs, and the attached Addendum set forth the entire understanding of the Parties with respect to the subject matter herein. No waiver of any breach or default will be deemed a waiver of any preceding or subsequent breach or default whether of a similar or dissimilar nature.

Recommended for Approval:

Texas A&M Health Science Center on behalf of the College of Pharmacy

By: ________________________________ Date: __________

Name: ____________________________ Title: __________

Kaplan, Inc.

By: ________________________________ Date: __________

Name: ____________________________ Title: __________

Texas A&M Health Science Center

By: ________________________________

CFO and Associate VP