

**AMENDMENT No. 2
AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND REUP EDUCATION, INC.**

It is mutually understood and agreed by and between the undersigned contracting parties of the above Agreement to amend said contract as follows. Except as provided in this Amendment, each term used in this Amendment has the meaning ascribed to it in the Agreement.

This amendment (“*Amendment 2*”) to the Agreement By and Between the Texas A&M University System Offices & ReUp Education, Inc. (“the *Agreement*”) dated December 18, 2018, and Amendment No. 1 dated February 26, 2020 (“*Amendment 1*”) is entered into as of October 28, 2021 (the “*Effective Date*”) by and between ReUp Education, Inc., a Delaware corporation (“*ReUp*”) and The Texas A&M University System (the “*A&M System*”). In the case of conflict, this Amendment No. 2 supersedes and takes precedence over the Agreement and the Amendment 1.

WHEREAS, the parties desire to amend the Agreement and Amendment 1 in accordance with its terms as set forth below;

NOW, THEREFORE, for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

2. TERM OF THE AGREEMENT

The term of this Amendment 2 shall commence on the Effective Date and shall terminate upon the expiration or termination of the Amendment 2 on December 31, 2023.

4. e

4.A is deleted and replaced with the following:

- A. Termination for Breach. The Agreement may be terminated by either Party if the other is in material breach of any provision of the Agreement and Amendments, but only after written notice of default and opportunity to cure in accordance with the next sentence has been given to the breaching Party. The notice of default must set forth with reasonable specificity the time, place and nature of the alleged breach and must provide for an opportunity to cure of at least ninety (90) days following receipt of notice. If the Party receiving the notice has not cured the breach before the end of the cure period, then the Party giving notice may terminate this Agreement by giving the breaching Party written notice of termination, which will be effective upon delivery.

4.C is deleted and replaced with the following:

- C. Effect of Termination. Upon any expiration or termination of this Agreement, ReUp and A&M System and Members shall promptly cease suggesting a continuing relationship between the Parties or some endorsement by any Party of the Program.

8. MISCELLANEOUS

8.Q. will be deleted and replaces with the following:

Q. Intentionally Left Blank

8.V. will be deleted and replaced with the following:

V. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. A&M System and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

If to A&M System: Texas A&M System
301 Tarrow St, Suite 273
College Station Texas 77840
Attention: Jeff Zimmermann
TEL: (979) 458-6410
E-MAIL: jjzimmermann@tamus.edu

If to ReUp: ReUp Education, Inc.
9901 Brodie Lane
Suite 160 #229
Austin, TX 78748
Attention: Anne Kubek, Chief Operating Officer
TEL: 415-549-2485
E-MAIL: anne@reupeducation.com

W. **Non-Discrimination.** The parties agree not to discriminate against any employee, student or other participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, sex, sexual orientation, gender identity, marital status, disability, political or religious beliefs, national or ethnic origin.

EXHIBIT B is deleted and replaced with the following:

EXHIBIT B – COST/REVENUE SHARE

MEMBER shall collect all tuition and fees owed to it for or in connection with the Programs payable by the Students.

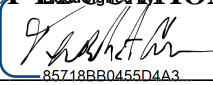
As consideration for Services described in Exhibit A – Scope of Work in Amendment No. 1, for each Returning Student MEMBER shall pay ReUp, for each semester in which such Returning Student enrolls in any Program courses (i.e., for the first semester in which such Returning Student re-enrolls in any Program courses and for each Subsequent Semester, until such Returning Student graduates or permanently withdraws from the Programs) a fee equal to twenty six percent (26%) of the Net Tuition Revenue from such Returning Student for such Subsequent Semester, even if the term of this Agreement has expired and/or the Agreement has been terminated. All such fees shall be paid in U.S. dollars, and such payments shall be made by the Institution to ReUp in each case within 30 days of Institution's receipt

of the applicable invoice from ReUp. The university will not be obligated to pay ReUp for students on the list who re-enroll for the first time in excess of 24 months after the termination of the contract.

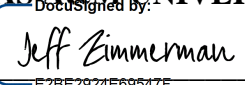
No termination or expiration of the Agreement and/or this PTS shall relieve MEMBER of any obligation arising from or relating to any Services performed prior to such termination or expiration, or any other obligation that is intended to survive such termination or expiration. This part II shall survive the termination or expiration of the Agreement.

Revenue share will be based on published tuition and fees at each campus (for example, the readmit tuition and fees published here: <https://www.tamuc.edu/admissions/cost-and-aid/cost/#tamuc-section-59325>)

REUP EDUCATION, INC.

DocuSigned by:

By: _____
85718BB0455D4A3
Name: Terah Crews
Title: CEO
Date: 10/28/2021 | 2:13 PM PDT

TEXAS A&M UNIVERSITY SYSTEM

DocuSigned by:

By: _____
E2BE2924E69547F...
Name: Jeff Zimmermann
Title: Director, Procurement & Business Services
Date: 10/29/2021 | 8:40 AM CDT