



CONTRACT MODIFICATION

Date: June 16, 2025
Contract #: UCPJMU6270
Service: Exam Preparation Courses
Modification #: Two
Issued By: James Madison University (Ph: 540-568-4272)
Doug Chester, Buyer Senior (Fx: 540-568-7935)
Contractor: Kaplan North America
Attn: Kim Canning
1515 Cypress Creek Road
Fort Lauderdale, FL 33309
Contract Administrator: Amanda Kellogg, School of Professional and Continuing Education

Description of Modification Notice:

The contractor's pricing schedule is hereby updated to add the following items:

Table with 3 columns: Course, Regular Price, Discounted Price. Rows include PSAT Prep On Demand and SAT Prep On Demand, both priced at \$79.

An updated pricing schedule is attached to this modification.

Additionally, the attached VHEPC Publicly Accessible Contract (PAC) Agreement is hereby added to UCPJMU6270. The PAC Agreement shall be effective as of June 11, 2025.

Except as provided herein, all terms and conditions of Contract Number UCPJMU6270 as herefore changed, remain unchanged and in full force and effect.

Kaplan North America
By: Jerry Dervin
Jerry Dervin
Name (print)
Chief Financial Officer
Title
06 / 17 / 2025
Date Signed

James Madison University
By: Doug Chester on behalf of Doug Chester
Doug Chester, VCO, CUPO
Name (print)
Buyer Senior
Title
6/17/2025
Date Signed

AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT (PAC)

This Agreement, effective the 11th day of June 2025, is by and between James Madison University (the "University"), on behalf of the Virginia Higher Education Procurement Consortium (the "Consortium") (collectively the "University"), and Kaplan North America ("Vendor").

TERM

The term of this Agreement shall begin June 11, 2025, to April 25, 2026, with 1 of 1 1-year renewal option, and an expected final expiration date of April 25, 2027. This end date coincides with the Primary Agreement's UCPJMU6270 end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU6270, dated April 7, 2022 (the "Primary Agreement"), and included in the Primary Agreement is a third-party access / cooperative clause. Now, therefore, the University and Vendor wish to express in this Agreement the specific terms that will allow third-party access to the Primary Agreement.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

- I. Vendor will:
 - A. Pay the University 1% of all sales to accessing entities outside of the Consortium membership associated with the Primary Agreement (as the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described below in Section II.
 - B. Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;
 - C. Provide quarterly sales reports detailing the amount of sales to each non-Consortium accessing entity; and

- II. The University/Consortium will:
 - A. Promote the Primary Agreement on its website and through other channels (e.g., conferences) to non-Consortium members
 - B. Maintain an approved version of Vendor's logo on the Consortium website

- III. Payment:
 - A. Payment of PAC Annual Fee will arrive at the University no later than August 31 of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

In the event of early termination of the Primary Agreement, this residual payment will arrive at the University no later than 45 calendar days from termination date of the Primary Agreement.

- B. Payment of PAC Annual Fee will take the form of a check. Checks will be made payable to the University of Virginia and sent to:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
c/o VHEPC
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

IV. Notices:

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by electronic mail, when received (as verified by the email date and time) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Procurement Services
c/o Director of Procurement
James Madison University
752 Ott Street, MSC 5720
Harrisonburg, VA 22807

If to Vendor:

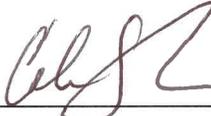
Jerry Dervin
Kaplan North America
1515 Cypress Creek Road
Fort Lauderdale, Florida 33309
Email: jdervin@kaplan.edu

With a copy to:

Kaplan North America, LLC
1515 W. Cypress Creek Road
Fort Lauderdale, FL 33309
ATTN: General Counsel
AND
KNALegal@kaplan.com

ACCEPTANCE

For James Madison University


College Station
on behalf of

Doug Chester
Buyer Senior

6/17/2025
Date

For Kaplan North America



Jerry Dervin
Chief Financial Officer

06 / 17 / 2025
Date

Agreement #: UCPJMU6270-PAC



Contract #: UCPJMU6270

Contractor: Kaplan North America

Modification: Two

Commodity: Exam Preparation Courses

1. Pricing Schedule

Courses	Regular Price	Discounted Price
DAT Limitless (cost to JMU, if student is registered through University) 12 month subscription	\$749	n/a
DAT Limitless (cost to JMU, if student is not registered through University) 6 month subscription	\$1,699	n/a
DAT Limitless (cost to JMU, if student is not registered through University) 6 month subscription	\$850	n/a
DAT Limitless (cost to JMU, if student is not registered through University) 3 month subscription	\$699	n/a
MCAT Live Online	\$2,499	\$1,449
MCAT On Demand	\$1,799	\$1,299
MCAT In Person	\$2,899	\$1,899
OAT Live Online	\$1,199	\$749
OAT On Demand	\$899	\$649
NREMT Exam Prep 12 months	\$99	\$99
PTCE Exam Prep 6 months	\$89	\$89
PSAT Prep On Demand	\$79	\$79
SAT Prep On Demand	\$79	\$79

*James Madison University reserves the right to include any additional courses not listed above but provided within the contractor’s proposal at a later date.

2. JMU reserves the right to markup any course cost up to \$100/enrollment to cover administrative costs.

3. JMU shall have the ability to open course registration to both JMU students and Non-JMU students