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GEORGE MASON UNIVERSITY

Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; http://fiscal.gmu.edu/purchasing/

CONTRACT EXTENSION 1

EFFECTIVE DATE: November 10, 2026

CONTRACT TITLE: Bar Exam Test Prep

CONTRACT NO: GMU-1778-22

CONTRACTOR: **BARBRI, Inc.**, along with its subsidiaries and affiliated companies, hereinafter called "Contractor" or "BARBRI" (located at 12222 Merit Drive, Suite 1340, Dallas, TX 75251).

PERIOD OF EXTENSION: Effective Date through September 1, 2027.

SCOPE OF CONTRACT: The Contractor shall provide bar exam test prep services for the Antonin Scalia Law School of George Mason University in accordance with the terms and conditions of GMU-1778-22. George Mason University (hereinafter referred to as "Mason," "University," or "George Mason") is a public institution of higher education and agency of the Commonwealth of Virginia. When referenced together, Contractor and Mason hereinafter called "Parties."

MODIFICATIONS: The pricing and scope are hereby amended to include the following:

1. **Statement of Work #1 – Bar Success Products and Services**
   - Contract Administrator: Laura Soprana-dec, Director of Bar Support, Antonin Scalia Law School, lsoprana@gmu.edu.
   - Period of Performance: Effective Through Date – July 31, 2027
   - Statement of Work #1 - Pricing remains unchanged.
   - Include Casebook Question Bank for Spring 2027 at no additional cost.

2. **Statement of Work #2 – Marketing & Advertising Services**
   - Contract Administrator: Brian Benison, Assistant Dean for Graduate Studies, Antonin Scalia Law School, bbenison@gmu.edu.
   - Period of Performance: Effective Through Date – September 1, 2027
   - Statement of Work #2 – the Compensation Schedule is modified as outlined below:

     COMPENSATION: Mason will pay BARBRI a total fee of $675,000 for services rendered under this Contract with an additional $10,000 to account for the payment of the District of Columbia Bar Association's sponsorship program cost; for the remaining term of the Contract, the Compensation will be invoiced in accordance with the following payment schedule:
     - $225,000 invoiced after contract extension execution and the issuance of a Purchase Order, for work performed for the subsequent Fall term.
     - $235,000 invoiced on January 2, 2027, for work performed for the subsequent Spring term and the cost of the District of Columbia Bar Association's sponsorship program.
     - $225,000 on April 15, 2027 for work performed for the subsequent Summer term.

ADDITIONAL TERMS AND CONDITIONS:

1. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.

2. Method of Payment: Net 30 payment terms. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after receipt of invoice in Mason's Accounts Payable email box, acctpay@gmu.edu. Invoices must reference a Purchase Order number to be considered valid. Mason shall provide Contractor with the applicable Purchase Order after execution. Contractor may enroll in electronic payment. Additional information can be found here: https://fiscal.gmu.edu/electronic-disbursements/

3. Notice. The Parties must provide any written notice required under this Contract electronically, or via overnight or certified

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mail, to the persons designated below or as later modified in writing by the Parties.

If to BARBRI: BARBRI, Inc.
12222 Merit Drive, Suite 1340
Dallas, Texas 75251
Attn: David Sanchez, CFO
Email: david.sanchez@barbri.com
Email: legal@barbri.com

If to Mason: Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
Email: purch1@gmu.edu

CONTRACT DOCUMENTS IN ORDER OF PRECEDENCE:

1. This signed Contract Extension;
2. George Mason Standard Contract GMU-1778-22 with Effective Date January 3, 2022 (incorporated by reference);
3. Statement of Work #1 & #2 (attached).

All other terms and conditions of GMU-1778-22 shall remain unchanged and in full force and effect.

AGREED BY:

George Mason University

DocuSigned by:
Clifford Shore
E1DA89EA373640A...
Signature

Clifford Shore
Name

Chief Procurement Officer
Title

11/16/2026
Date

Barbri, Inc.

Signed by:
David Sanchez
A829FF0A761C4D4...
Signature

David Sanchez
Name

Chief Financial Officer
Title

11/13/2026
Date

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Statement of Work #1 – Bar Success Products and Services

The specific content, features and functionality reflected in the Products and Services Section are subject to change and discontinuation by BARBRI in its sole discretion, provided that BARBRI shall not decrease the core functionality of the BARBRI Bar Exam Review System in any material way, or discontinue a material element of the BARBRI Bar Exam Review System without prior consultation with Law School.

BARBRI Deliverables

BARBRI will deliver materials in section 1 to all Law School Students enrolled in a program to earn a JD degree ("Students") designated and identified by Law School.

1. **Curriculum**
   - **A. 3L: Extended Bar Review Course** Is a pre-graduation bar curriculum program that can be configured to run as a two, three, four, or five credit hour course covering both substantive doctrine and systematic problem-solving skills. BARBRI will work with Law School to configure the subject and skills coverage of the course along with the course format. The course may be formatted as 1) an asynchronous online course created by BARBRI, taught with Law School faculty supervising and grading students or 2) a traditional school-taught course taught by Law School faculty using BARBRI curriculum, and BARBRI support. The course will include multiple-choice assessments, graded essays, and a final exam.
   - **B. 3L: NextGen Topics Course** is a 3L bar prep course focused on preparing students for the NextGen Bar Exam. Students will work through skills-focused review of foundational subtopics and receive skills instruction.

Law School Deliverables

1. So that BARBRI can deliver the services above, Law School will provide BARBRI with a list of Students or a list of additional Students to be added to existing rosters on or about October 1 and February 1 of each academic year of the Term.
2. In order to deliver the services above, Law School will agree to mutually set dates by September 30th of each academic year when BARBRI will perform duties, provide online access and/or distribute materials related to the each product. Additionally, Law School will provide appropriate access to the campus and space in the academic building(s) for BARBRI to carry out those functions, including reasonable space and time to deliver and store any physical materials. Furthermore, Law School will grant access or post notices/links/documents/files on BARBRI's behalf, as is reasonable in each instance, if services require use of Law School's LMS, computer networks, and/or electronic systems.
3. From time to time, and without charge, Law School will provide BARBRI access to Law School's facilities, including appropriate classrooms, including internet access, video monitors and audio systems, for the provisioning of BARBRI's services. This is subject to prior approval from Law School and will be upon a mutually agreed schedule.

Service Fees

1. **Law School Paid Fees: Academic Support fee to BARBRI.** For the Academic Year 2025- 26, Law School shall pay BARBRI:

$30,000 for the 3L Extended Bar Review Course for up to sixty (60) students
$10,000 for every thirty (30) students above the initial sixty (60) students

For example, for any number of students between:
1-60, the payment would be $30,000,
61-90, the payment would be $40,000,
91-120, the payment would be $50,000, etc.

For BARBRI to contact and collect the this fee, Law School shall provide BARBRI a list of all students enrolled in the class. BARBRI will contact students directly unless directed otherwise.

2. **Student Paid Fees:** Students and Graduating Students will be responsible for BARBRI products and services not included in this contract, including but not limited to BARBRI Bar Review, personal tutoring, supplemental products, upgraded courses, or additional jurisdictions.

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Statement of Work #2 – Marketing & Advertising Services

SCOPE OF SERVICES: The Contractor shall provide marketing and funneling management services for legal studies courses in the Graduate Department. "Graduate Department" is the Graduate Department of the Antonin Scalia Law School at George Mason.

A. BARBRI shall:

- Promote the LLM and JM degree programs at the Graduate Department, regardless of program format (online v. residential).
- Create full program marketing plans and actionable strategies, maximizing market demand with optimized capture pathways.
- Be responsible for all direct marketing initiatives and costs, analytics, and tracking.
- Create the full marketing funnel for the Graduate Department, beginning with demand capture.
- Be responsible for 1:1 outreach to potential program prospects, and guide them from engaged lead through application completion.
- Work closely with the Graduate Department's enrollment and admissions staff to provide feedback, track applicant progress, and to further improve program close rates.
- Follow the Graduate Department's directives, emphasizing specific programs, enrollment increases, or targeted promotions.
- Conduct a competitive and SWOT Analysis.
- Establish an SEM strategy (Ad text and keywords).
- Recommend landing page and website content drafts.
- Create email content and workflow, channel campaign creative and content drafts, testimonials/profiles, and questionnaires.
- Plan webinars, video campaigns, and testimonials/profiles for those medias (questionnaire and drafts).

B. Mason shall:

- Provide all branding and messaging guidelines.
- Review and approve all creative marketing provided by BARBRI.
- Provide a general overview of each applicable graduate program, including benefits, career alignment, curriculum, faculty, prerequisites, and potential overlap between programs.
- Be responsible for application process, tuition structure and scholarships, hand-off process post-application and/or admittance.
- Provide a point of contact for graduate programs.
- Share demographic data (employment, geography).
- Handle tuition structure and scholarships.
- Hand-off process post-application and/or admittance.
- Process information for sharing leads from school's lead form submissions.
- Provide an ideal launch date.

COMPENSATION: Mason will pay BARBRI a total fee of $675,000 for each year of the Contract, broken down as follows:
- $225,000 on contract signing or August 15th of each year for work performed for the subsequent Fall term
- $225,000 on December 15th of each year for work performed for the subsequent Spring term
- $225,000 on April 15th of each year for work performed for the subsequent Summer term

ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO STATEMENT OF WORK #2:

Intellectual Property**:** The assets created by BARBRI directly related to this Statement of Work #2, including but not limited to advertisements, emails, and landing pages, are the intellectual property of Mason. In the event of any discrepancy(ies) between this clause and Standard Contract GMU-1778-22, this clause shall prevail.