



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

CONTRACT MODIFICATION 1 / RENEWAL 4 OF 4

EFFECTIVE DATE: September 17, 2025

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 RENEWAL: Effective Date through January 2, 2027. This is the final renewal option on this Contract.

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, 2026
- Statement of Work #1 has one (1) optional renewal to extend the final date through January 2, 2027. Notice for renewal should be provided 30 days prior to the current expiration date, July 31, 2026.

2. Statement of Work #2 – Marketing & Advertising Services

- Contract Administrator: Shaun Sutherland, Associate Dean for Strategic Initiatives, Antonin Scalia Law School, ssuthere@gmu.edu.
- Period of Performance: Effective Through Date – January 2, 2027

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 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



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

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


CONTRACT DOCUMENTS IN ORDER OF PRECEDENCE:

1. This signed Contract Modification 1/Renewal 4 of 4;
2. George Mason Standard Contract GMU-1778-22 with Effective Date January 3, 2022 (attached);
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:

E1DA89EA373640A...
Signature

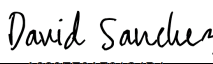
Clifford Shore

Name
Chief Procurement Officer

Title
9/18/2025

Date

Barbri, Inc.

Signed by:

A829FF0A761C4D4...
Signature

David Sanchez

Name
Chief Financial Officer

Title
9/17/2025

Date



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

**GMU-1778-22
Standard Contract**

This Contract entered on this 3rd day of January, 2022 (Effective Date) by Barbri, Inc. hereinafter called "Contractor or BARBRI" (located at 12222 Merit Drive, Suite 1340, Dallas, TX 75251) and George Mason University hereinafter called "Mason," "University".

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide bar exam test prep services as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** Tiered pricing as follows:

0-10 Students: \$4,000 per student
11-20 Students: \$3900 per student
21-30 Students: \$3800 per student
Additional \$100 discount for each additional ten (10) students with a floor of \$3400.
- V. **CONTRACT ADMINISTRATION:** Shaun Sutherland, Associate Dean for Strategic Initiatives, Antonin Scalia Law School, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Net 30 as outlined below:
 - A. Should a student drop out during a course Mason will not be charged the balance of that student's bill.
 - B. Billing: 1/3 up front, 1/3 after first semester (minus any drops) and 1/3 after second semester (with final true up to ensure no under or overpayment).
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed Contract;
 - B. Negotiation response dated 12/14/21 (incorporated herein by reference);
 - C. RFP No. GMU-1778-22, in its entirety (incorporated herein by reference);
 - D. Contractor's proposal dated 12/2/21 (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ 23.1-1000 et seq.) of Title 23.1 of the Code of

Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

- IX. CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST**: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
 - D. **ASSIGNMENT**: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
 - E. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
 - F. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
 - G. **AUTHORIZED SIGNATURES**: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
 - H. **BACKGROUND CHECKS**: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms your compliance with this requirement.
 - I. **CANCELLATION OF CONTRACT**: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation

to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of this Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.
2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030

2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.

L. COLLECTION AND ATTORNEY'S FEES:N/A..

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.

O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. DEBARMENT STATUS: As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

Q. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.

R. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its

employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

- S. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- T. EXPORT CONTROL: N/A
- U. FORCE MAJEURE: Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- V. FUTURE GOODS AND SERVICES: Mason reserves the right to have contractor provide additional goods and/or services that may be required by Mason during the term of this contract. Any such goods and/or services will be provided by the contractor under the same pricing, terms and conditions of this contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- W. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- X. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Y. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- Z. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company

makes to avoid any known threat to the security of the IT environment at George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

AA. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.

BB. **INTELLECTUAL PROPERTY:** For the purposes of this Agreement, "Intellectual Property" means all materials and information created, developed, authored, conceived, used and/or delivered by BARBRI pursuant to this Agreement, including all materials and information created, developed, authored, conceived, used and/or delivered in connection with BARBRI providing the Services, whether such materials and information are created, developed, authored, conceived, and/or delivered directly by BARBRI or indirectly through a contractor of BARBRI (such as a speaker at a bar examination preparation lecture), or otherwise provided to BARBRI pursuant to a license agreement. Mason acknowledges and agrees that this Agreement does not give, or allow Mason to retain, any rights whatsoever in any intellectual property rights or any other property of BARBRI, including the Materials. Notwithstanding the foregoing, Mason may use any Materials provided to it by BARBRI in any manner Mason sees fit, including but not limited to modifying, copying or sharing the Materials provided Mason will not disseminate any of the Materials outside of Mason or its Students. Mason shall promptly advise BARBRI if Mason learns of any unauthorized use or disclosure of any Materials or Content.

All information, data, writings, ideas, inventions, videos, photographs, design, concepts, works of authorship and any other work product or material, in any form whatsoever, both tangible and intangible, developed by BARBRI as a result of BARBRI's performance of the Services (collectively, the "Works"), shall be the sole and exclusive property of BARBRI for its own use. As between Mason and BARBRI, BARBRI shall be the sole owner of all the rights to such Works in any form and in all fields of use now known or hereafter existing. BARBRI shall transfer, assign, license or otherwise convey such Works or use the Works for any purpose without

payment to Mason. This transfer, assignment, license or conveyance shall expire upon termination of this Agreement.

BARBRI warrants that the Material and Works do not violate the intellectual property rights of any third party. BARBRI will indemnify and hold Mason harmless from any claims of infringement brought by a third party as the result of Mason's use of the Materials and/or Works. Notwithstanding the above, BARBRI agrees that it shall not, without Mason's prior written permission, which shall be granted or withheld at Mason's sole discretion, release to the public any propriety Mason materials, confidential data or identifying information regarding Mason's Students, or information regarding the progress or performance of Mason Students in the BARBRI course or on the bar exam.

- CC. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- DD. **PAYMENT TO SUBCONTRACTORS:** N/A..
- EE. **PUBLICITY:** The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- FF. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- GG. **RENEWAL OF CONTRACT:** This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- HH. **REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES:** Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/> "
- II. **RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA:** Except as

otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.

- JJ. **SEVERABILITY**: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- KK. **SOVEREIGN IMMUNITY**: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- LL. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- MM. **UNIVERSITY DATA**: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be

responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

NN. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.

Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.


OO. **UNIVERSITY DATA UPON TERMINATION OR EXPIRATION:** Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor's facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.


PP. **UNIVERSITY REVIEW/APPROVAL:** All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

QQ. **WAIVER:** The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Barbri, Inc.

Signature: 
Name: Mike Sims
Title: President
Date: 1/4/2022

George Mason University

DocuSigned by:

Signature: 2F04E900077E400...
Name: James Russell
Title: Purchasing Director
Date: 1/3/2022



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

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.



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

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.