

AMENDMENT TO INTERNATIONAL SERVICES AGREEMENT

This Amendment ("**Amendment**") is made and entered into as of February 7, 2025, by and between Shorelight, LLC ("**Contractor**") and the State University of New York at Stony Brook ("**University**"). Contractor and University shall individually be referred to as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, the Parties entered into the International Services Agreement dated June 28, 2023 ("**Agreement**");

WHEREAS, the Parties now wish to amend the Agreement by replacing Exhibit C with the attached Exhibit C – Revised Financial Terms;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Replacement of Exhibit C.** Exhibit C of the Agreement is hereby deleted in its entirety and replaced with the attached [Exhibit C – Revised Financial Terms], which is incorporated herein by reference.
- 2. Effect of Amendment.** Except as expressly amended hereby, the terms and provisions of the Agreement shall remain in full force and effect.

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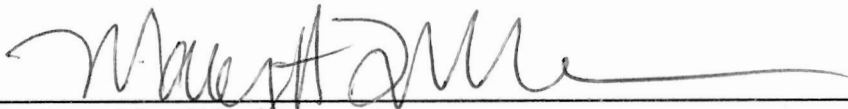
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below in manner binding upon them.

Signed for and on behalf of CONTRACTOR:



Name: Basil Cleveland
Title: Executive Vice President
Date: Feb 18, 2025

Signed for and on behalf of UNIVERSITY:



Name: Mary H La Corte
Title: Assistant Director, Procurement
Date: 2/11/25

EXHIBIT C**REVISED FINANCIAL TERMS****1. Definitions**

- (a) Terms used with initial capitals that are not otherwise defined in this Exhibit have the meaning ascribed to them in the International Services Agreement (the “**Agreement**”) to which these Exhibits are an integral part.
- (b) Any reference to a “semester” within the definition of “Academic Year” does not include winter or summer intersessions.

2. Collection and Fees

- (a) Collection. The University will collect Tuition and Fees from all Shorelight-Identified Students during their first Academic Year and thereafter.
- (b) Application Fee. The University will not waive any application fee for Shorelight-Identified Students

3. Shorelight Fees. University will pay Shorelight a fee calculated in accordance with this Section for each Shorelight-Identified Student who is (1) recruited by Shorelight; (2) enrolled in an Academic Program at the University; and (3) has paid the respective Gross Tuition and Fees to University. Shorelight will not be regarded as having recruited a Shorelight-Identified Student under this Agreement unless both the student’s application and acceptance of an offer letter is submitted to University via SL Webservices.

- (a) Undergraduate Students. For undergraduate Shorelight-Identified Students, Shorelight’s revenue share is equal to thirty percent (30%) of Net Tuition for a Shorelight-Identified Student’s first Academic Year (the “**Undergraduate Revenue Share**”), plus a progression fee equal to ten per cent (10%) of such student’s Net Tuition for each additional semester (whether or not such semesters are continuous) following the first Academic Year that the student is enrolled at the University (the “**Undergraduate Progression Fee**”)
- (b) Graduate Students. For graduate Shorelight-Identified Students, Shorelight will be paid a fee by the University in an amount equal to twenty-five percent (25%) of Net Tuition for a Shorelight- Identified Student’s first Academic Year (the “**Graduate Fee**”). There is no Graduate Progression Fee, which, for clarity, means that the University will not pay Shorelight a Progression Fee for graduate Shorelight-Identified Students after such students’ first Academic Year. If a student enrolls for only one semester in the first Academic Year, the Graduate Fee will apply only to that semester.
- (c) Deliberately deleted.
- (d) ESL. For ESL Students, Shorelight will be paid a fee by the University in the amount equal to twenty percent (20%) of the cost of the ESL Program (the “**ESL Fee**”). This does not include any tuition collected by University for credit courses taken by students while attending the ESL Program. For clarity, ESL Students who subsequently matriculate to the University become subject to the Undergraduate or Graduate Fee and the Undergraduate Progression Fee.
- (e) No fee will be payable by University to Shorelight where the student is recruited through University’s own programs for recruitment of students within the United States including any

distance education course. Shorelight will not recruit students to any University Program at SUNY Korea or Stony Brook Institute at Anhui University. For clarity, Shorelight will continue to recruit students to the University's FLY programs and will share revenue with the University for such students pursuant to Section 3(a) hereof.

- (f) No fee will be payable by University to Shorelight where:
- (1) A student recruited by Shorelight withdraws from his or her Academic Program(s) within thirty (30) days after commencement of the Academic Program(s);
 - (2) A student recruited by Shorelight is accepted by University but is not granted a visa;
 - (3) A student recruited by Shorelight is eligible to receive Title IV program funds under the Higher Education Act of 1965 (or superseding legislation);
 - (4) A student recruited by Shorelight who secures a medical withdrawal or medical leave of absence beyond the semester add/drop date and where the University issued a refund of tuition and fees to such student, provided, however, that if such student returns to the University following medical withdrawal or leave, the University shall pay to Shorelight the Shorelight Fee and, if applicable, the Undergraduate Progression Fee, for such student;
 - (5) A student recruited by Shorelight does not pay their tuition, provided, however, that the University shall pay to Shorelight Fee and, if applicable, the Undergraduate Progression Fee in proportion to the amount the University has collected from such student in full. If a student does not pay their full tuition, either because the student has not paid in full or is on the University's tuition installment plan, the fee will be payable in the following semester based on the amount of tuition University collected;
 - (6) A student recruited by Shorelight enrolls in an Academic Program that the University has communicated to Shorelight as being paused from recruitment activities ("**Paused Programs**"). University will communicate Paused Programs to Shorelight in writing no later than July 1 for spring intake and August 1 for fall intake of the following year, and no fee will be payable with respect to Shorelight-Identified Students who submitted applications to Paused Programs after the transmission of such written communication; and/or
 - (7) A Shorelight-Identified Student subsequently enrolls, following completion of the Academic Program to which Shorelight recruited them, in separate Academic Program at the same or a higher academic level. For clarity, Students who enroll in an Academic Program following completion of an ESL Program will be subject to the fees set forth in Section 3 herein.

The Undergraduate Fee, the Graduate Fee, and the ESL Fee are collectively the "**Shorelight Fee.**"

4. Payment Terms

(a) Payment Amounts.

- (1) The University will retain 100% of all collected Fees; and pay to Shorelight (i) the Shorelight Fee and (ii) the \$500 fee for PhD students, when applicable.
- (2) For any undergraduate Shorelight-Identified Students who remain enrolled at the University after their first Academic Year, the University will collect all Tuition and

Fees and will pay to Shorelight the Undergraduate Progression Fee.

- (3) Shorelight shall pay the University the Add-On Service Referral Fees, if any, for University-referred students (i.e. non-Shorelight Identified Students).
 - (4) Shorelight shall pay the University five percent (5%) of Net Tuition for a Shorelight-Identified Student’s first Academic Year (the “**System Steward Reimbursement**”). The System Steward Reimbursement is intended to reflect that the University is Shorelight’s lead partner in the SUNY system. The University may, on each annual anniversary of the Effective Date, in its sole discretion elect to transfer the role of lead partner to another university within the SUNY system, in which event the System Steward Reimbursement will become payable (on a prospective basis) to the transferee university and will no longer be paid to the University. The University will invoice Shorelight for the System Steward Reimbursement each semester. All payments will be made in United States Dollars within thirty (30) days following receipt and approval of a proper invoice. The University will not issue an invoice until after the University has paid Shorelight the Shorelight Fee for the semester.
- (b) Payment Timing. All payments will be made semeserly in United States Dollars within thirty (30) days following receipt and approval of a proper invoice which shall be issued after the add/drop date for each semester within an Academic Year. Shorelight will issue the invoice to the University, and University will pay Shorelight based on the dates indicated below:

	Fall Intake*	Spring Intake
Invoice Date:	On or about 25 October	On or about 25 February
Payment Due:	25 November	25 March

*Fall Intake includes the ESL Program offered during the Summer Session.

- (c) Payment Process.
- (1) The Parties will create a process for reporting admission and enrollment of Shorelight- Identified Students at the University. The Parties will meet within thirty (30) days following the end of each semester to reconcile payment amounts. Following each reconciliation, the Party or Parties that is/are owed payments will invoice the other Party for any agreed-upon unpaid amounts (the “**Invoice Amount**”). Invoice Amounts are payable within thirty (30) days of invoice.
 - (2) Should a Party be required to adjust any amounts it has already paid to the other Party based on post add/drop withdrawals, or if a Party has otherwise made an overpayment to the other Party, an overpaying Party may deduct such already paid amounts from future amounts owed the other Party, or if no amounts remain owing to the other Party or if an underpayment has been made, an overpaid Party will promptly refund such overpayments to the paying Party and an underpaying Party will promptly make payment of any amounts due. Any refunds, that are not based on withdrawals, made to Shorelight-Identified Students for periods following each semester’s add/drop date will be in the refunding Party’s sole discretion and will not be taken into account in determining payments due to the other Party.

5. Scholarships

Scholarships:

GPA	Scholarship \$
3.5 and higher	Up to \$6,000.00 per Academic Year

Or,

___ University elects NOT to provide scholarships

6. Certain Restrictions

During the first twelve (12) months following the Effective Date, Shorelight will not contract with any other SUNY school, other than the University at Buffalo, the State University of New York, to provide services that are substantially similar to those set forth in the Agreement and these Exhibits. During the Term of this Agreement, Shorelight will not provide any other school within the SUNY system with financial terms that more advantageous to such SUNY school than the terms of this Agreement.