

AFFILIATE AGREEMENT

This Affiliate Agreement (this “**Agreement**”) is entered into as of July __, 2024 (“Execution Date”) and is effective August 1, 2025 (the “**Effective Date**”), by and between the Alliance for Healthcare Education, a Missouri nonprofit corporation (the “**Alliance**”), the Board of Governors of Missouri State University (“**MSU**”), and Evangel University of the Assemblies of God, a Missouri non-profit corporation doing business as Evangel University, as a Non-Founder Participant as more fully described below (“**Affiliate**”). The Alliance, MSU, and Affiliate shall each individually be referred to herein as a “**Party**” and, together, as the “**Parties**.”

RECITALS

WHEREAS, MSU, Lester E. Cox Medical Centers, a Missouri nonprofit corporation (“**CMC**”), The Community College District of Central Southwest Missouri a/k/a Ozarks Technical Community College (“**OTC**”), and the Board of Education for the School District of Springfield, R-12 (“**SPS**”) (collectively, the “**Founder Participants**”) formed the Alliance to serve as a secondary and post-secondary educational enterprise intended to create a seamless student educational experience and meet regional demand for health sciences workers, as more fully described in the Alliance’s Articles of Incorporation, as may be amended from time to time;

WHEREAS, the Alliance and Founder Participants wish to make one or more opportunities and services available to certain Non-Founder Participants (individually an “**Affiliate**” and collectively “**Affiliates**”), as contemplated by the Bylaws and related documents of the Alliance;

WHEREAS, the Alliance and the Founder Participants desire to make available to Affiliate certain opportunities and services to enable the Parties to provide greater educational opportunities for future health sciences workers in the region; and

WHEREAS, Affiliate wishes to avail itself of the opportunities and services (as described herein), and the Alliance and the Founder Participants wish to include Affiliate as a Non-Founder Participant of the Alliance solely for such purposes, subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants, and agreements contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meaning set forth below:

(a) “**Alliance Campus**” means the former Cox College campus, located at 1423 N. Jefferson Ave., Springfield, Missouri 65802.

(b) **“ATI Fee”** means the per Student fee assessed to Affiliate for Student access to MSU’s ATI Learning System (including access to Dual Degree Program textbooks), and is further delineated in Exhibit B.

(c) **“Certificate”** means a certificate of participation and completion issued by the Alliance to Students who successfully complete the requirements for degrees from both MSU and Affiliate. For purposes of this Agreement, **“Certificate”** does not refer to a credential earned for successful completion of a “certificate program,” as defined by the Missouri Department of Higher Education and Workforce Development and referenced in 6 CSR 10-4(1)(C).

(d) **“Cost Per Credit Hour”** means the total cost per credit hour assessed to Students, collected by Affiliate, and remitted to MSU for Students’ participation in the Alliance courses offered within the Dual Degree Program. The **“Cost Per Credit Hour”** includes the tuition and student services fees assessed by MSU, as well as an Alliance Participation Fee, and is further delineated in Exhibit A.

(e) **“Out-of-Pocket Dual Degree Program Expenses”** means certain Dual Degree Program fees for supplies and licensure requirements that are assessed directly to and collected from Students, and are further delineated in Exhibit C.

ARTICLE II PARTICIPATION OF AFFILIATE AND DUAL DEGREE PROGRAM

Section 2.1. Alliance Opportunities and Services. The Affiliate will be permitted to participate in such services, activities, and other collaborative efforts, to the extent same are made available by the Alliance or the Founder Participants to Affiliates of the Alliance (the **“Opportunities and Services”**). The Affiliate shall make all reasonable efforts to participate in such services, activities, and other collaborative efforts of the Alliance as may be requested from time-to-time by the Alliance, and shall cooperate with all Founder Participants and other Affiliates in their performance of Alliance-related services, activities, and other collaborative efforts.

Section 2.2. Dual Degree Program. Students of Affiliate who desire to pursue a career in health sciences (**“Students”**) will have the opportunity to become students of the Alliance and MSU and obtain a second degree from MSU through a dual degree cooperative program (**“Dual Degree Program”**).

(a) Application and Enrollment Process. On a consistent basis, Affiliate will provide the Alliance and MSU the names and headcount of Students to enable the Alliance and MSU to anticipate the timing of Students’ entry into the Dual Degree Program. Students will complete general education coursework concurrently with the prerequisite coursework requested for admission into the applicable MSU program. Students will adhere to the deadlines and general requirements of the Alliance and MSU for application to Students’ chosen MSU degree program. MSU will accept prerequisites taken at Affiliate with the same weight as MSU general education courses in the selection process.

(b) Tuition and Financial Aid. Affiliate will remain the “home institution” for Students for financial aid purposes. Financial Aid will continue to be awarded through Affiliate,

and Affiliate will verify student enrollment status for such benefits as loan deferment and insurance discounts. Affiliate will assess to and collect from Students a Cost Per Credit Hour for all semesters of the Dual Degree Program, and subsequently remit same to MSU. Affiliate will remit said Cost Per Credit Hour to MSU in accordance with Section 3.2 and Exhibit A.

(c) Student Participation in Dual Degree Program. While participating in the Dual Degree Program, Students can maintain the residential, social, and cultural aspects of life as a student of Affiliate. Students will adhere to policies of the Alliance, MSU, and Affiliate, and will be supported by all three (3), consistent with each entity's underlying policies, during their participation in the Dual Degree Program. For the avoidance of doubt Students will adhere to Affiliate policies with respect to all courses, services, and supports provided by Affiliate, to MSU policies related to Alliance courses (including academic grievances and program dismissal) and associated services and supports provided by MSU, and to Alliance policies related to the Alliance Certificate and Alliance facilities. After successfully completing the requirements for degrees from both MSU and Affiliate, Students will be granted degrees from both MSU (Bachelor of Science in Nursing) and Affiliate (Bachelor of Science in Healthcare) and a Certificate from the Alliance. Employment in health sciences is dependent upon passage of applicable national licensure examinations. Upon graduation, Students will have all rights and privileges of alumni of the Alliance, MSU, and Affiliate.

(d) Site of Seated Alliance Courses. Unless otherwise agreed by MSU and Affiliate, MSU will teach, and Students will attend, seated Alliance courses at the Alliance Campus.

Section 2.3. Nature of Relationship. The Parties acknowledge that Affiliate is in no way under common control with the Alliance or any of the Founder Participants. Nothing in this Agreement shall be construed or deemed to create a partnership, a joint venture, an employer/employee relationship, or any relationship other than that that of independent entities contracting with each other for the purpose of carrying out the purpose of this Agreement. The Parties acknowledge that this Agreement is designed to help all Parties achieve their missions by providing greater educational opportunities for future health sciences workers in the region. Notwithstanding the foregoing, however, this Agreement is neither intended nor shall be construed to allow any Party to exercise any control or direction over another, or to make any Party liable for the obligations of another Party.

Section 2.4. Mutual Non-Exclusive License to Use Trademarks. Affiliate, the Alliance, and MSU hereby grant to one another a non-exclusive license to use one another's trademarks for purposes of promoting and recruiting students to the Dual Degree Program. Such license shall automatically terminate in the event that this Agreement is terminated.

ARTICLE III FEES

Section 3.1. Alliance Participation Fees. The Alliance shall not charge Affiliate a fee or other consideration for its participation in the Alliance and availing itself of one or more of the

Opportunities and Services, beyond that included in the Cost Per Credit Hour and specified in Exhibit A.

Section 3.2. Dual Degree Program Fees. Affiliate will compensate the Alliance and MSU for every enrollment period for all courses pertaining to each Student's coursework and related fees in accordance with the Cost Per Credit Hour fee structure set forth in Exhibit A ("**Dual Degree Program Fee(s)**"). Affiliate will also compensate MSU for each Student's access to and use of the ATI learning system (including text books), as set forth in Exhibit B. At the beginning of each semester, MSU will invoice Affiliate for all related tuition, fees, and ATI costs. Affiliate will pay all invoices within thirty (30) days of receipt. Upon receipt of the Dual Degree Program Fee, MSU shall remit to Alliance that portion of the Cost Per Credit Hour specified as the Alliance Participation Fee.

Section 3.3. Out-of-Pocket Dual Degree Program Expenses Assessed to Students. Affiliate acknowledges that Students will be directly and personally charged for certain out-of-pocket Dual Degree Program Fees, as set forth in Exhibit C.

ARTICLE IV TERM AND TERMINATION

Section 4.1. Term. Unless sooner terminated as provided herein, this Agreement shall commence on the Effective Date and continue thereafter for a period of one (1) year (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive one (1) year periods ("**Renewal Term**"), unless sooner terminated as provided herein or any Party provides the other Party written notice of its intent not to renew this Agreement at least one-hundred eighty (180) days prior to expiration of the then-current term. The Initial Term and any subsequent Renewal Terms are collectively referred to as the "**Term**."

Section 4.2. Termination by Mutual Agreement of the Parties. This Agreement may be terminated at any time by mutual agreement of the Parties, in writing and signed by all Parties.

Section 4.3. Termination.

(a) This Agreement will automatically terminate if the Alliance ceases to exist.

(b) This Agreement may be terminated by any Party (the "**Non-Breaching Party**") at any time if another Party (the "**Breaching Party**") materially breaches any representation, warranty, covenant, or agreement set forth in this Agreement; provided, however, that the Non-Breaching Party shall first provide written notice to the Breaching Party and, if applicable, the other Party to this Agreement, setting forth in reasonable detail the nature and factual basis of the alleged material breach, and provide the Breaching Party a period of at least sixty (60) days to cure the alleged breach; provided, however, that if the nature of such breach is such that it cannot reasonably be cured within such sixty (60) day period, then the Breaching Party shall not be deemed in default if and so long as the Breaching Party cures such default within two (2) consecutive sixty (60) day periods. If the breach is not cured to the reasonable satisfaction of the Non-Breaching Party within the applicable cure period, or such longer period of time as may

be agreed upon by the Parties in writing, following written notice by the Non-Breaching Party to the Breaching Party of such breach, the Non-Breaching Party may proceed with terminating the Agreement as provided herein.

(c) In the case of termination under this Section 4.3, the Party desiring to terminate this Agreement shall deliver written notice of such termination to the other Parties hereto, specifying with particularity the reason for such termination, and any such termination in accordance with this Section 4.3 shall be effective immediately upon delivery of such written notice to the other Party or Parties, subject to Section 4.4.

Section 4.4. Effect of Termination. If this Agreement is terminated pursuant to this Article IV, it will become void and of no further force and effect, with no liability on the part of any Party to this Agreement (or any director, trustee, officer, employee, agent, or representative of such Party) to any other Party hereto under this Agreement, except: (a) MSU will teach-out all Students currently participating in or already enrolled or accepted in the Dual Degree Program to the conclusion of their program of study, under the same financial terms contemplated in this Agreement, provided the Students meet all appropriate degree requirements; (b) with respect to Sections 5.1, 5.2, 5.3, and 6.2 (and any related definitions contained in any such Sections or Articles), which shall remain in full force and effect; and (c) with respect to any Liabilities incurred or suffered by a Party, to the extent such Liabilities were the result of fraud or the breach by another Party or any of its representations, warranties, covenants, or other agreements set forth in this Agreement.

ARTICLE V REMEDIES FOR BREACH

Section 5.1. Indemnification.

(a) Each Party shall be responsible for its own acts and omissions and shall indemnify and defend the other Party (the “**Indemnitee**”) to the maximum extent allowed by law against all Liabilities that result or arise out of any of that Party’s (the “**Indemnifying Party**”), or its employees, officers, agents, or subcontractors related to this Agreement: (i) breach of any term, condition, or obligation contained in this Agreement; and/or (ii) negligence or willful misconduct. If a claim is made against one or more Parties, the Parties will cooperate in the defense of said claim, cause their insurers to do likewise, and follow the procedures set forth in Section 5.2. All Parties shall, however, retain the right to take all actions they believe necessary to protect their own interests. This language is not intended to be a waiver or limitation on any Party’s rights and/or defenses with regard to sovereign, governmental, or official immunity under federal, state, or municipal law or regulation and shall not cause any Party to be liable for damages to third parties if such Party would have been entitled to sovereign, governmental, or official immunity if sued directly by such third parties. Under no circumstances will the language in this Article V be construed in a manner in which it could be a waiver or limitation on any Party’s rights and/or defenses with regard to sovereign, governmental, or official immunity under federal, state, or municipal law or regulation.

Section 5.2. Indemnification Procedures.

(a) If an Indemnitee (i) receives notice of the assertion or commencement of any legal action made or brought by any person who is not a Party to this Agreement or an affiliate or representative of a Party to this Agreement (a “**Third-Party Claim**”) against such Indemnitee, with respect to which Indemnitee is entitled to indemnification under this Agreement; or (ii) incurs a Liability which does not result from a Third-Party Claim (a “**Direct Claim**”) for which the Indemnitee is entitled to indemnification under this Agreement, the Parties, as applicable, must provide prompt written notice to the Indemnifying Party of any Third-Party Claim or Direct Claim, action, or proceeding to which an indemnification claim relates, and the Indemnifying Party shall have a duty to defend (in the case of a Third-Party Claim) and, to the extent permitted by law, indemnify the Indemnitee for any and all Liabilities based upon, arising from, or relating to such Third-Party Claim or Direct Claim in accordance with the terms of Section 5.1 and 5.2.

(b) Any Indemnitee shall, at its own cost and expense, have the right to participate in the defense of any suit or proceeding through counsel of its own choosing. Unless otherwise agreed to in writing by the Indemnitee, settlement of any Liabilities: (i) must not include any admission of liability; (ii) must not impose any actual or indirect costs on the Indemnitee; (iii) must include a complete release of the Indemnitee and its affiliates; and (iv) must include a reasonable confidentiality provision. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 5.2(b) will survive the expiration or termination of the Agreement.

(c) For the avoidance of doubt, no Indemnitee shall be entitled to recovery under this Article V unless the Parties, as applicable, can demonstrate, to the satisfaction of the Party from which indemnification is claimed, actual Liabilities suffered by the Indemnitee. If the Parties cannot agree on Liabilities to which the Indemnitee is entitled, the Parties will settle the dispute, and any Liabilities will be determined, under the Dispute Resolution provisions of Section 5.3 of this Agreement.

Section 5.3. Dispute Resolution.

(a) In the event that a dispute arises between the Parties related to this Agreement, the Parties shall attempt to resolve any such dispute by non-binding mediation before a neutral mediator mutually agreeable to the Parties. The Parties shall use their commercially reasonable best efforts to schedule and conduct such mediation within thirty (30) days after a Party gives written notice to the other Party of such dispute.

(b) If the non-binding mediation contemplated by Section 5.3(a) fails to resolve the matter in dispute between the Parties, the Parties agree that all claims, disputes, and matters in question arising out of or relating to this Agreement (including the question of arbitrability) shall be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in force at the time the demand is filed. The arbitration is to be held before an independent arbitrator mutually agreeable to all of the Parties. Before beginning the hearings, the arbitrator must take an oath or provide an undertaking of impartiality. The location of the arbitration proceeding and hearing shall be in Springfield, Missouri. Any judgment when rendered by the arbitrator shall be final and it is agreed that judgment may be entered upon it in accordance with the Federal Arbitration Act in any court having competent jurisdiction. The

non-prevailing Party shall be responsible for the attorney fees and expenses of the prevailing party and costs and expenses of the arbitrator.

(c) Any Party may initiate the dispute resolution process, but in no event shall arbitration be initiated more than eighteen (18) months after the dispute arose or the dispute could have been reasonably discovered.

ARTICLE VI MISCELLANEOUS

Section 6.1. Interpretation; Construction.

(a) The headings herein are for convenience of reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof. Unless the context otherwise requires, references herein to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” and the word “or” is not exclusive. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and does not simply mean “if.” The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words “hereof,” “herein,” “hereby,” “hereto,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Any references to this Agreement or any other agreement referenced herein shall include the disclosure schedules and exhibits to such agreement.

(b) The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

Section 6.2. Confidentiality.

(a) General. In connection with performing this Agreement, a Party (in such capacity, a “**Disclosing Party**”) may disclose Confidential Information (as defined below) to the other Party (in such capacity, a “**Recipient**”). Subject to Section 6.2(c), Recipient shall not use or disclose such Confidential Information other than to its employees, officers, directors, members, agents, attorneys, accountants, and financial advisors (each, a “**Representative**” and, collectively, “**Representatives**”) who: (a) need access to such Confidential Information in connection with performing this Agreement; (b) are informed of its confidential nature; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care as Recipient would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of

care. Recipient will be responsible for any breach of this Agreement caused by its Representatives. Recipient agrees to notify Disclosing Party in writing promptly of any misuse, misappropriation, or unauthorized disclosure of the Confidential Information of Disclosing Party that may come to Recipient's attention. Notwithstanding the foregoing, the Parties understand and agree that the Alliance and MSU are required by law to provide access to any documentation that is deemed a public record under the Missouri Open Records Law, Chapter 610, Revised Statutes of Missouri ("***Sunshine Law***"). In the event that the Alliance or MSU receives a request for information pursuant to the Missouri Sunshine Law that would require the Alliance or MSU to disclose Confidential Information as defined by this Agreement, the Alliance or MSU shall comply with the "required disclosure" provisions set forth in Section 6.2(c), below. Nothing in this Agreement shall be construed in a manner that would limit the Alliance or MSU's ability to comply with applicable law, including but not limited to, the Sunshine Law.

(b) Definition of Confidential Information. "***Confidential Information***" means all non-public proprietary or confidential information, including, but not limited to, trade secrets of Disclosing Party, in oral, visual, written, electronic, or other tangible or intangible form, whether disclosed before or after the Effective Date and whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing; *provided, however*, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Recipient's or its Representative's breach of this Agreement; (ii) is obtained by Recipient or its Representative on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (iii) was in Recipient's or its Representative's possession before receiving such information from Disclosing Party; or (iv) was or is independently developed by Recipient or its Representative without using any Confidential Information.

(c) Required Disclosure. If Recipient or any of its Representatives are required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure and unless legally prohibited, notify Disclosing Party of such requirements so that Disclosing Party may seek, at Disclosing Party's expense, a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (i) only disclose that portion of the Confidential Information that it is required to disclose; and (ii) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

(d) Survival. The provisions of this Section 6.2 shall survive termination of this Agreement.

Section 6.3. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to its conflict of laws principles.

Section 6.4. Notices. All notices required or permitted by this Agreement shall be provided to all Parties, in writing, and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, or (c) delivered by email, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a Party may designate by notice to the other Party):

If to the Alliance: Alliance for Healthcare Education
Attn: Shallina Goodnight, Executive Director
3850 S. National Ave., Suite 500
Springfield, MO 65804
E-mail: shallina.goodnight@AllianceHCE.com

with a copy via email to: Attorneys for Founder Participants:
(which shall not constitute charity.elmer@coxhealth.com
notice to the Alliance) danielle.reid@coxhealth.com
rmdockery@missouristate.edu
dwooten@nnlaw.com
wrisby@nnlaw.com
rellis3@eehjfirm.com

If to MSU: Missouri State University
Attn: Zora Mulligan, Executive Vice President
901 S. National Ave.
Springfield, MO 65897
E-mail: ZoraMulligan@missouristate.edu

If to Affiliate: Evangel University
Attn: Michael Kolstad, Chief-of-Staff, Executive
Vice President
1111 N. Glenstone Ave.
Springfield, MO 65802
E-mail: kolstadm@evangel.edu

or to such other persons, addresses, or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

Section 6.5. Entire Agreement. This Agreement and any exhibits hereto shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior discussions, negotiations, understandings and courses of conduct and dealing between the Parties on the subject matter hereof.

Section 6.6. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and successors, and nothing herein, express or

implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.7. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.8. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties.

Section 6.9. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by all Parties.

Section 6.10. Waiver. Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be waived only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.11. Counterparts; Delivery; Effectiveness. This Agreement may be executed in any number of counterparts, all of which will be one and the same agreement. This Agreement may be executed and delivered by facsimile and/or other electronic transmission (e.g., by e-mail). This Agreement will become effective upon the Effective Date.

Section 6.12. Force Majeure. A Party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the other Party, if and to the extent it shall be delayed in or prevented from performing or carrying out any provisions of this Agreement caused by an act of God, labor disturbance, sabotage, failure of contractors or suppliers of necessary materials, act of the public enemy, war, invasion, insurrection, riot, fire, epidemic, pandemic, or similar cause or causes beyond a Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military, or lawfully established civilian authorities (a "**Force Majeure Event**"). A Force Majeure Event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure Event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope of longer duration than is required by the Force Majeure Event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure Event, remedy its inability to perform, and resume full performance of its obligations hereunder. A Party suffering a Force Majeure Event ("**Affected Party**") shall notify the other Party or Parties in writing ("**Notice of Force Majeure Event**") as soon as reasonably practicable specifying the cause of the Force Majeure Event, and a

good faith estimate of the time required to restore full performance. Except for those commitments identified in the Notice of Force Majeure Event, the Affected Party shall not be relieved of its responsibility to fully perform as to all other commitments in the Agreement. For the avoidance of doubt, this Section 6.12 shall not create a right of any Party to terminate the Agreement, and any attempted termination other than as allowed by this Agreement, regardless of the occurrence of a Force Majeure Event, shall be a wrongful termination and shall be a breach of this Agreement, which shall subject the terminating Party to all consequences of a breach as set forth herein.

[Remainder of page left intentionally blank—signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly executed.

Alliance for Healthcare Education

Signed by:
By: Shallina Goodnight
A328359CF94F494...
Shallina Goodnight, Executive Director

Board of Governors of Missouri State University

Signed by:
By: Richard Williams, PhD
9EA511A341454F6...
Richard B. Williams, PhD, President

Evangel University of the Assemblies of God

Signed by:
By: Michael Rakes
A6A3F969681343F...
Michael Rakes, DMin, President

EXHIBIT A

Dual Degree Program Fees

For the 2024-25 Academic Year, the Cost Per Credit Hour is \$660.31,* calculated as follows:

- **MSU Tuition and Fees:**
 - Fees Per Student:
 - Tuition: \$290.00 per credit hour
 - Student Services Fee: \$45.31 per credit hour
 - Supplemental Course Fees:
 - Nursing Fee: \$75.00 per credit hour
- **Alliance Fees:**
 - Fees Per Student: \$250.00 per credit hour

*The Cost Per Credit Hour is based on the applicable academic year's tuition and fees for MSU, and thus is subject to an annual increase consistent with the increase (if any) assessed to other MSU students, capped at 4%. For the avoidance of doubt, for the 2025-26 academic year, the Cost Per Credit Hour assessed to Affiliate will not exceed \$687.

EXHIBIT B

ATI Learning System Fees

For the 2024-25 Academic Year, ATI Learning System Fee per Student is \$3,685.00 per academic year ("ATI Fee"), which fee includes Alliance course textbooks. Such fee is subject to annual increase not to exceed 10%, consistent with MSU's underlying contractual agreement with ATI.

For the avoidance of doubt, MSU will invoice Affiliate half (1/2) of the ATI Fee per Student per semester for the first two (2) semesters of the Dual Degree Program.

EXHIBIT C

Out-of-Pocket Dual Degree Program Fees Assessed Directly to Students

Certain out-of-pocket Dual Degree Program Fees will be assessed directed to Students, in the same manner and cadence and at the same rates as assessed to other MSU Nursing Students. For the 2024-25 Academic Year, such out-of-pocket fees include the following:

Uniforms	\$200.00
Supply Kit	\$46.00
AHA Basic Life Support	\$78.00
Background Check/Drug Screen	\$84.50
Background Check for Licensure	\$44.00
Application for Missouri Nursing License	\$55.00
Fingerprints for Missouri Nursing Licensure	\$11.50
Background Check for DHSS	\$15.55
NCLEX Application Fee	\$200.00
Validity Documentation Fee	\$33.00
PPD/TB Test	\$69.84
TOTAL OUT-OF-POCKET FEES	\$837.39