

AMENDMENT NO. 1
TO THE EDPLAN™ LICENSE AND RELATED SERVICES AGREEMENT

This Amendment No. 1 (the “Amendment”) to the License and Related Services Agreement including all exhibits hereto (collectively the “Agreement”), is entered by and between Public Consulting Group LLC (“PCG”), and Shawnee Public Schools (“School System”), as of August 21, 2025 (the “Agreement”), is made effective as of June 30, 2026.

WHEREAS, PCG entered into Contract No. 00000000000000000006186 (“OK EDPlan Agreement”) with the State of Oklahoma by and through the Office of Management and Enterprise Services on behalf of the Oklahoma State Department of Education (“OSDE”) as of July 9, 2021, to provide a comprehensive Web-based Individualized Educational Program (“IEP”), among other services, that would be provided through a statewide system (“OK EDPlan”), into which School System has utilized; and

WHEREAS, PCG entered into contract REQ 2650016156 (“Oklahoma State Department of Education Agreement”) with the State of Oklahoma by and through the Office of Management and Enterprise Services on behalf of OSDE as of June 4, 2026, to provide EDPlan Health within OK EDPlan;

WHEREAS, the parties wish to mutually end the Agreement to reflect the fact that EDPlan Health is now provided to School System under the Oklahoma State Department of Education Agreement.

NOW, THEREFORE, in consideration of the foregoing, the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as to a termination of Agreement as follows:

1. The parties agree that the Term of Agreement is modified such that the Agreement will now expire as of June 30, 2026.
2. Except for obligations that expressly survive expiration under the Agreement, the parties acknowledge that they have no further duties, responsibilities, or commitments to one another after June 30, 2026
3. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
4. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.

5. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
7. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment and by any other prior Amendments still in force, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
8. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state's or district's courts and waive any objection to venue.
9. Voluntary Act/Authorship: Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Amendment. Each party represents that they have read and understand this Amendment and that they are freely and voluntarily entering into this Amendment in exchange for the consideration described herein. This Amendment shall not be construed in favor of or against either party by reason of authorship.
10. Authority. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Amendment on behalf of such party. Each party to this Amendment hereby represents and warrants that it has full power and authority to enter into this Amendment, that the execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Amendment by the signatures of their respective authorized representatives.

PUBLIC CONSULTING GROUP LLC

SHAWNEE PUBLIC SCHOOLS

By:
Title:
Date:

By: *Allison Cleveland*
Title: *Director of Special Services*
Date: *8-20-26*