PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective for all purposes [as of DATE/on the day all Parties (as defined below) fully execute this Agreement] ("Effective Date") by and between Outreach Strategists, LLC, a limited liability company organized under the laws of the State of Texas (hereinafter referred to as "OS"), and Lee College, a public community college (hereinafter referred to as "Client"), each a "Party" and collectively the "Parties" to the Agreement.

1GPA Cooperative Purchasing Contract. OS is an awarded vendor under the 1 Governmental Procurement Alliance ("1GPA") cooperative purchasing program pursuant to Contract No. 26-03DV-08, Strategic Enrollment, Recruitment, and Marketing Consulting Services**.** The Parties acknowledge that Client is purchasing the Services pursuant to the 1GPA cooperative purchasing contract and that the applicable terms and conditions of the 1GPA Contract shall apply to the extent required by the 1GPA Contract, applicable procurement requirements, or Client's purchasing procedures. See Exhibits A and B.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Purpose. Client hereby engages OS, and OS hereby accepts such engagement, as an independent contractor to provide certain professional services to Client pursuant to the terms and conditions set forth in this Agreement.

2. Performance of Services. For purposes of this Agreement, the term "Services" shall refer to rebranding support, stakeholder engagement and community outreach and website navigation and visual enhancements, including the activities described in Exhibit A attached hereto. OS shall perform the Services in a good and workmanlike manner and in accordance with the highest professional standards and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner. Except as otherwise stated in Exhibit A, OS will have exclusive control over the manner and means of performing the Services. Any provisions in this Agreement which may appear to give Client the right to direct OS as to the details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that OS shall follow the desires of Client in the results of the work only. OS agrees to act in good faith and use reasonable care to comply with all federal, state, and local statutes, laws, ordinances, regulations, rules, and codes applicable to the performance of the Services. Unless otherwise specified herein, OS shall furnish, at OS's own expense, the personnel, materials, equipment, and other resources necessary to perform the Services. During performance of its obligations under this Agreement, OS shall, and shall cause its agents and employees to, comply with all third-party access rules and procedures, including those related to safety, security, and confidentiality. OS may subcontract certain portions of the Services performed under this Agreement provided that it shall remain primarily liable for any breach by any sub-contractor which, if undertaken by OS, would be a breach of this Agreement.

3. Compensation. As full compensation for the performance of the Services, Client shall pay OS an all-inclusive fixed fee of $137,860. OS will bill Client on a monthly basis, and Client agrees to pay such invoice within 30 days of the bill date, unless otherwise specified in the corresponding invoice. Each bill will be broken down into two separate components: (i) professional services, and (ii) pre-approved reimbursable costs and expenses incurred by OS on behalf of Client in connection with the Services performed under this Agreement. Client shall reimburse OS for such pre-approved documented expenses, which will be invoiced for the actual charges and/or costs incurred. OS shall have the option to forward invoices for significant disbursements (e.g., $1,000 or higher) to Client for direct payment to the corresponding vendor.

4. Overdue Accounts. OS also reserves the right to discontinue Services if bills are not paid in a timely manner, and to seek payment for all outstanding fees and expenses.

5. Term and Termination. The term of this Agreement shall be seven months, beginning on the Effective Date and assuming timely feedback, stakeholder coordination support from Lee College, and consolidated review cycles unless the Parties agree in writing to an extension. Either Party may terminate this Agreement/terminated by either Party at any time upon thirty (30) days' written notice to the other Party, with or without cause. Upon termination of this Agreement, Client shall pay OS for the Services provided through the date of termination and any pre-approved expenses incurred by OS up to the effective date of termination.

6. Independent Contractor. OS acknowledges and agrees that as an independent contractor of Client, this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between OS and Client for any purpose. OS has no authority (and shall not hold itself out as having authority) to bind Client and shall not make any agreements or representations on Client' behalf without Client' prior written consent. OS reserves the right to use Client' name, logo and/or the descriptive elements of the Services, in its webpage and deal lists communicated to OS's existing or prospective clients or the media, unless Client instructs OS otherwise.

7. Representations and Warranties.

   A) OS represents and warrants to Client that: (a) it has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations set forth in this Agreement; (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action; (c) entering into this Agreement with Client and its performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which OS is subject and will not infringe the intellectual property or other rights of any third party; and (d) it has the required skill, experience, and qualifications to perform the Services.

   B) Client represents and warrants to OS that: (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

8. Confidentiality and Non-Disclosure.

8.1 Each Party (the "Disclosing Party") may disclose to the other Party (each the "Receiving Party") certain information of a sensitive commercial nature that is either non-public, confidential or proprietary in nature, including the terms and conditions of this Agreement and all technical, product, marketing, financial, personnel, planning, and other similar information ("Confidential Information") or the Receiving Party may otherwise obtain such Confidential Information. Confidential Information includes information marked as "confidential," "proprietary," or similar language or orally so designated (with a written confirmation of such oral designation sent to the Receiving Party within a reasonable time after such oral designation) or may not be marked or designated but, by its nature, ought to be considered Confidential Information of such Disclosing Party. "Confidential Information" shall not include any particular information which the Receiving Party can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the Receiving Party; (iii) was rightfully in the possession of the Receiving Party at the time of disclosure to it without any obligation to restrict its further use or disclosure; (iv) was received from a third-party who had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; or (v) was independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party.

8.2 The Receiving Party shall maintain the confidentiality of the Confidential Information and protect Confidential Information against unauthorized use or disclosure with the same degree of protection the Receiving Party uses to protect its own Confidential Information, but no less than reasonable care.

8.3 Notwithstanding anything to the contrary contained herein, the Receiving Party may disclose Confidential Information to the extent required to comply with an order of a governmental authority with appropriate jurisdiction or as required to be disclosed under applicable law or any securities exchange requirement, provided that the Receiving Party (i) provides reasonable prior written notice and a copy of the order of the governmental authority to the Disclosing Party, (ii) cooperates, at the Disclosing Party's sole expense, with the Disclosing Party if the Disclosing Party requests the Receiving Party to obtain a protective order or other remedy preventing or limiting disclosure, and (iii) seeks confidential treatment of any Confidential Information required to be disclosed before disclosure. Other than with the express prior written consent of the Disclosing Party, the Receiving Party shall not disclose any Confidential Information that it is not legally required to disclose to comply with the order of a governmental authority, applicable law, or securities exchange requirement.

8.4 Upon termination of this Agreement or earlier as requested by Disclosing Party, Receiving Party shall deliver to Disclosing Party any and all Confidential Information in Receiving Party's possession and control (including all copies thereof) or shall certify in writing that such Confidential Information has been destroyed and/or deleted from Receiving Party's systems.

9. Amendments; Non-Waiver. No modification, termination or amendment of this Agreement may be made except by written agreement signed by both Parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.

10. Severability. In the event that any portion of this Agreement shall be unenforceable under applicable law, the remainder of this Agreement shall remain fully binding on the Parties. However, if any court should determine that any provision contained in this Agreement is unenforceable, it is the intention of the Parties that such provision shall not be eliminated but shall be deemed amended to the extent required to render it valid and enforceable.

11. Remedies. Any breach of the terms of this Agreement involving Confidential Information will cause irreparable harm to the Party whose Confidential Information is involved, and which, while substantial, may not be reasonably or adequately compensable by money damages. As a consequence, in addition to any and all other remedies which may be available to a Party, whether under this Agreement, by operation of law or in equity, each Party shall have the right to seek injunctive relief, both preliminary and permanent, without the posting of a bond if permitted by law, restraining or preventing any acts or performances contrary to the terms of this Agreement. The existence of any claim or cause of action of a Party against the other Party shall not constitute a defense to the enforcement of the terms of this Agreement.

12. NO WARRANTY. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND BOTH PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

13. Governing Law. This Agreement and all matters arising out of or relating to this Agreement and the Services provided hereunder shall be governed by and its provisions interpreted, construed, and enforced in accordance with the laws of the State of Texas without regard to conflicts of laws principles.

14. Consent to Jurisdiction. Each of the Parties hereby irrevocably consents and agrees that any legal action or proceedings brought to enforce any arbitral award granted pursuant to this Agreement shall be brought in the United States or Texas state courts located in Houston, Texas and by execution and delivery of this Agreement, each of the Parties hereby (i) accepts the jurisdiction of the foregoing courts for purposes of enforcement of any such arbitral award, (ii) irrevocably agrees to be bound by any final judgment (after any appeal) of any such court with respect thereto, and (iii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the

laying of venue of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum. Each of the Parties agrees that a final judgment (after any appeal) in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by law.

15. Arbitration. The Parties agree that, any dispute, controversy, and/or claim between them under, arising out of, or relating to this Agreement, or any breach or termination of this Agreement, including but not limited to the Services, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding arbitration in accordance with the terms hereof.

    Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules (including the Emergency Interim Relief Procedures), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be brought in Texas, unless the Parties mutually agree in writing to another forum. A single qualified arbitrator will be chosen to serve under the then effective rules of the AAA, unless the Parties mutually agree in writing to three arbitrators. The decision of the arbitrator(s) shall be final, binding, and not subject to judicial review. All arbitration proceedings shall be conducted in the English language. The Parties will have full rights to legal representation in the arbitration process and each Party will pay for their attorney if a Party wishes to be represented by an attorney.

    The Parties agree that the arbitration proceedings provided in this Agreement are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration, that arbitration cannot be avoided by the filing of any other lawsuit or proceeding, and that provisional or ancillary remedies can be sought without waiver of arbitration rights. All aspects of the arbitration shall be treated as confidential. Neither the Parties nor any arbitrator(s) may disclose the content or results of the arbitration, except as necessary to comply with legal, audit or regulatory requirements. Before making any such disclosure, a Party shall give written notice to the other Party and shall afford such Party a reasonable opportunity to protect its interests.

    THE PARTIES INTEND THAT THIS AGREEMENT TO ARBITRATE BE VALID, ENFORCEABLE AND IRREVOCABLE. ACCORDINGLY, FOR ANY DISPUTE COVERED BY THIS PROVISION THEY (1) WAIVE THEIR RIGHT TO A JURY TRIAL; (2) WAIVE ANY RIGHT OF AN APPEAL; (3) WAIVE THE ABILITY TO HAVE BROAD DISCOVERY AS SUCH MAY BE PROVIDED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE OR OTHER COURT RULES; AND (4) RECOGNIZE THEY MAY INCUR SUBSTANTIAL UPFRONT COSTS AS COMPARED TO LITIGATION. THE ARBITRATOR, NOT ANY COURT, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY

DISPUTE RELATING TO THE ENFORCEABILITY OR FORMATION OF THIS AGREEMENT AND THE ARBITRABILITY OF ANY DISPUTE BETWEEN THE PARTIES.

16. Attorneys' Fees. In any legal action to enforce the provisions of this Agreement, the prevailing Party in such action shall be entitled to the recovery of its reasonable legal fees and expenses (including reasonable attorneys' fees and legal costs).

17. Survival. The provisions set forth in Sections 6, 7, 8, 12, 13, 14, 16, 17, 18, and all other provisions of this Agreement that by their nature are to survive or come into or continue in force and effect after the expiration or termination of this Agreement, shall remain in effect and be enforceable following such expiration or termination. Termination shall not affect any liability or obligation accrued before the date of termination.

18. Notices. All notices to be given hereunder shall be in writing and addressed to the Parties at the addresses and/or e-mails set forth below next to their corresponding signature (or to such other address or e-mail that may be designated by the receiving Party from time to time in accordance with this Section) with return receipt requested either by e-mail, reputable overnight courier, or registered or certified mail. A notice sent shall be deemed delivered upon actual receipt by the addressee (or upon failure of the addressee to accept receipt).

19. Miscellaneous. This document contains the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes all prior negotiations, dealings, and agreements whether oral or written. This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement. This Agreement has been negotiated by the Parties through arm's-length negotiations and none of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against any drafter.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

OS **Outreach Strategists, LLC**	**Client** **Lee College**
By:	By:
Name: Mustafa Tameez	Name: Jacob Atkin Title: President

Title: Founder and CEO
Date: September 15, 2026

Address for Notices:
Outreach Strategists, LLC
Attn: Mustafa Tameez, CEO
6213 Skyline Drive, Suite 2100
Houston, Texas 77057
E-mail address:
mitameez@outreachstrategists.com

Date:

Address for Notices:
Lee College
Attn: Jacob Atkin, President
E-mail address:
jatkin@lee.edu

Exhibit A

Proposal and 1GPA Contract Reference

1GPA Contract: 26-03DV-08 – Strategic Enrollment, Recruitment, and Marketing Consulting Services
Vendor: Outreach Strategists, LLC
Client/Participating Entity: Lee College
Scope: Proposal

[*Attached*]

Exhibit B

Administrative Fee Remittance

1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administrative fee to approved contract prices post-award. The Administrative Fee shall be a part of the Vendor's unit prices and is never to be charged directly to the customer in the form of a separate line item. Administrative fee is not applicable to tax, freight, and bond.

Example:

$10,000.00 x .01 = $100.00

$100,000.00 x .01 = $1,000.00

$1,000,000.00 x .01 = $10,000.00