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## Agreement for Services

Dated January 7, 2019

### PARTIES

- (1) **Trilogy Education Services, Inc.**, a Delaware corporation with an office at 31 E 32nd Street, #1202, New York, New York 10016 ("TES"); and
- (2) **University of Connecticut**, located in Storrs, Connecticut ("Institution" and together with TES, the "Parties" and each, individually, a "Party").

### RECITALS

- (A) TES specializes in developing non-degree education programs, curriculum, and educational materials designed to prepare students for high growth careers in the digital economy.
- (B) TES desires to provide the Institution with certain non-credit instructional programs (each a "Program") consisting of a suite of services including proposed program curricula and course materials, identification of qualified instructors, marketing and recruitment, student support and career placement services (collectively the "Services").
- (C) Institution desires to offer those certain Programs (i) in a classroom-based environment supported by video content at facilities provided by the Institution, (ii) online, and/or (iii) via hybrid delivery methodology.
- (D) This Agreement defines the terms pursuant to which the Parties shall endeavor to offer Programs as set forth in one or more Program Addenda attached to this Agreement as Appendix A (each a "Program Addendum").

#### 1. Term

- 1.1. This Agreement shall remain in effect until terminated by either party as provided herein.
- 1.2. Notwithstanding any termination of this Agreement or any Program Addendum, the term shall be extended for a period of time during which any cohort is in session such that this Agreement and the applicable Project Addenda shall be in effect until all such cohorts have concluded.

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**2. Structure of the Program**

- 2.1. As more fully described in each Program Addendum, each Program shall consist of face-to-face learning conducted in facilities supplied by the Institution as well as, as applicable, video- and synchronous and asynchronous internet-based instruction and supplemental material.
- 2.2. The Parties agree that the location for the face-to-face sessions for each of the Programs will be as described in each Program Addendum.
- 2.3. Additional Programs shall be offered in accordance with such additional Program Addenda that the Parties may enter into from time to time pursuant to this Agreement. All Program Addenda entered into by the Parties will attached hereto and become a part of Appendix A.

**3. Obligations of the Parties**

- 3.1. Subject to and in accordance with the license granted pursuant to Section 8 of this Agreement with respect to any use of the Institution's name and brand, TES will be primarily responsible for marketing the Program. The Institution will support the marketing of Programs with additional marketing and publicity comparable to that currently provided for other non-degree, non-credit programs offered by the by the Institution, as more fully described in each Program Addendum.
- 3.2. TES shall perform the Services in accordance with industry standard commercial practices and in a manner consistent with the Institution's reputation for academic excellence.
- 3.3. TES is responsible for identifying for the Institution and engaging qualified instructors to conduct the Programs (hereinafter "Program Instructors"). TES's engagement of Program Instructors is subject to approval by the Institution. Program Instructors shall be subject to periodic oversight and evaluation by the Institution. TES shall promptly remove or reassign a Program Instructor upon the Institution's reasonable request and replace such Program Instructor with another Program Instructor approved by the Institution.
- 3.4. Program Instructors will be required to have satisfactorily completed a background check and be deemed suitable by the Institution for conducting the Programs on a college campus attended and inhabited by students. For purposes hereof and until further written notification, a background check including criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification shall be deemed suitable. All fees associated with the background checks shall be the responsibility of TES.

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- 3.5. TES will, subject to the general oversight of the Institution, provide the marketing, student support, placement and financial management services, including collection of Program fees, as set forth in each Program Addendum.
- 3.6. TES shall, subject to the general oversight of the Institution, be responsible for developing and providing the curriculum and course materials required for the Programs. All such curriculum and course materials shall be subject to the prior review and approval of the Institution. TES shall not materially change, modify or alter the curriculum and course materials approved by the Institution for a Program without the Institution's prior written approval; provided, however, that changes made as part of TES's current process of updating curriculum for all of its institution of higher education clients shall not be deemed to be a material change, modification or alteration of the curriculum that requires the Institution's prior written approval.
- 3.7. The Institution will provide at its expense appropriate classroom and computer lab space for the Programs as described in each Program Addendum. The Institution may change and/or relocate the classroom and computer lab space for the Programs to other classrooms and lab space provided by the Institution. The Institution will use reasonable efforts to not change and/or relocate classroom and computer lab space during an active cohort session. Any change or relocation of the classroom and computer lab space made by the Institution will substantially similar to the vacated space and shall be adequate for the Programs being administered.
- 3.8. The Institution is solely responsible for establishing the admission requirements for the admission of prospective students for enrollment in the Programs and for securing from each enrolled student a signed enrollment agreement in such form and substance as determined by the Institution.
- 3.9. The Institution is solely responsible for maintaining any license, approval, accreditation, or authorization necessary for the Institution to offer the Programs, if any. TES shall be responsible, at its sole expense, for any license, approval or authorization necessary to provide the Services contemplated by this Agreement.
- 3.10. TES shall provide the Institution with information and records relating to each student's participation and performance in the Programs, in such form and in such substance as may be reasonably requested by the Institution for a particular Program from time to time. If the Institution receives sufficient information and records from TES documenting a student's successful completion of a Program in accordance with the Institution's policies and procedures, the Institution shall award a certificate of completion in the Institution's name for each such student who successfully completes a Program.

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- 3.11. The Institution agrees that prospective student leads for the Programs that are received through the Institution website will be promptly forwarded to TES for follow-up and processing by TES.
- 3.12. TES shall be responsible for generating all enrollments for the Program based on criteria mutually agreed between TES and the Institution. TES shall be responsible for independently marketing the Program utilizing the Institution's brand. TES agrees that any use of the Institution's brand will be subject to the Institution's prior approval and such restrictions on the use of said brand as the Institution in its sole discretion may determine. The Institution shall review all marketing materials within ten (10) business days.
- 3.13. The Institution agrees it will not offer any non-credit instructional program that competes with any Program offered under this Agreement or a Program Addendum during the term of this Agreement. In addition to and not in limitation of the foregoing, during the term of this Agreement prior to offering any non-credit instructional program or course of study that would be substantially similar to a program offered by TES, the Institution must provide TES with written notice specifying the program or course of study it intends to offer and TES shall have the right of first negotiation for a period of sixty (60) days following such notice to collaborate with the Institution to offer such program or course of study under terms materially similar to the terms of this Agreement.
- 3.14. The Parties will collaborate in good faith on any public notification concerning this Agreement any other activities of the Parties involving both organizations, the timing, content, delivery and media to be used for any and all publicity about the Parties' relationship or about the Programs or any other activities involving both Parties, and agree that all such public notification shall be subject to prior written approval by both Parties. Both Parties retain the absolute right to determine whether permission will be granted to use that Party's name or brand or when and how to publicize the relationship between the Parties. In the event that the Institution receives a freedom of information act, public records or similar request for information related to the business relationship created by this Agreement, the Institution shall promptly notify TES of receiving such request and, in any event, prior to releasing any information regarding the subject matter hereof. The Institution covenants and agrees to cooperate with TES in responding to any such request and to limit any disclosure resulting therefrom to the minimum required to satisfy the request under applicable law.
- 3.15. TES shall allow the Institution and its representatives to visit and audit, with or without advance notice to TES, all administrations of the Program. Notwithstanding the foregoing, the foregoing does not include the books, records, or offices of TES, access to and audit of which shall be governed exclusively by Section 5.4.

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- 3.16. Throughout the term of this Agreement, the Parties agree to meet at least every six (6) months to evaluate the Programs currently being offered and to consider the offering of additional Programs under the terms of this Agreement.
- 3.17. TES may choose to offer financial support in the form of special discounts or scholarships to interested, selected students.
- 3.18. The Parties agree that the fees charged for each Program will be determined by mutual agreement between the Parties. Any amendment to the fees charged for any Program shall be subject to mutual agreement of the Parties.
- 3.19. The Parties shall take all actions necessary to comply with all applicable laws in fulfilling their respective obligations under this Agreement.

#### **4. Consideration For TES Services**

- 4.1. In consideration for the provision of the services provided by TES as set forth in this Agreement and further detailed in each Program Addendum, TES shall be compensated through a revenue share arrangement as provided herein or in such Program Addendum. For the convenience of the Parties, TES shall collect all fees and other revenue derived from the Programs and remit to the Institution such sum as shall become due in the manner provided herein or in the applicable Program Addendum.

#### **5. Economics and Reporting**

- 5.1. TES shall collect all fees and other revenue related to the Program on behalf of the Institution. For cohorts begun in the 12 month period from the first day of teaching (e.g., the first session of the first class), TES shall retain [REDACTED] of all Net Program Revenue and shall remit the remaining [REDACTED] to Institution. Thereafter, TES shall retain [REDACTED] of all Net Program Revenue and shall remit the remaining [REDACTED] to Institution. Net Program Revenue shall mean all revenue recognized, less credit card fees, ADA Costs (as defined below) and amounts actually refunded in accordance with the Program's published refund policy or otherwise agreed by the Parties. For purposes hereof the term "ADA Costs" means the cost directly incurred by TES to comply with the American's with Disabilities Act and related policies of the Institution for accommodations that the Parties agree to make for students in

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the Program. If the Institution determines additional accommodations to what the Parties may agree upon are necessary or appropriate for a student, TES shall provide such accommodations and the Institution shall be responsible for the additional costs associated with such additional accommodations.

- 5.2. TES shall generate a quarterly revenue report as of the end of each calendar quarter that will show quarterly enrollments and revenue recognized. That report will be provided to Institution no later than forty-five (45) days after the end of the calendar quarter.
- 5.3. Institution will use reasonable efforts to review and forward any questions to TES within (30) days after receipt of the revenue report. Subject to Section 5.4, if no questions are received by TES within thirty (30) days the revenue report will be deemed agreed to and final.
- 5.4. Payment of the amount due in full (net of any amounts that may have been received by Institution directly) will be received by Institution no later than thirty (30) days after the date the Parties agree on the calculation and the amount to be paid to Institution.
- 5.5. The payment described herein represents the total financial agreement between TES and Institution for the Programs.
- 5.6. TES shall retain, during the term of this Agreement and for a period of three (3) years thereafter, all books, records, supporting materials, statistical and financial records and any other documents (including electronic storage media) relating to the Programs, the Services or otherwise pertaining to this Agreement. During the term of this Agreement and for a period of one (1) year thereafter, TES shall permit the Institution and its representatives who are under non-disclosure agreement reasonably acceptable to TES or otherwise subject to obligations of confidentiality at least as restrictive of those set forth in this Agreement to have access to such books and records as may be necessary to determine the correctness of any report or payment made under this Agreement. If such audit concludes that additional amounts were owed to the Institution during the period(s) under review, then TES shall immediately pay such additional amounts to the Institution, plus interest calculated at a rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is less, from the date such amounts were owed. The Institution shall be responsible for the expenses of such audit, except that TES shall reimburse the Institution for such expenses if the audit

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determines the amounts paid by TES to the Institution are less than 95% of the amount actually owed to the Institution for the period(s) under review.

**6. Data Privacy and Confidentiality**

- 6.1. Each Party acknowledges that, from time to time, each Party may receive confidential and proprietary information, data, knowledge or know-how of the other Party ("Confidential Information"). Each Party shall not, at any time, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by Section 6.2 of this Agreement. The terms of this Agreement shall constitute the Confidential Information and Trade Secrets of TES.
- 6.2. Each Party may disclose the other Party's Confidential Information:
  - (a) To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Section 6;
  - (b) As may be required by law, court order or any governmental or regulatory authority; and
  - (c) Subject to Section 3.14, responses to demands made under the Connecticut Freedom of Information Act ("CFOIA"), as set forth in Chapter 14 of the Connecticut General Statutes; provided, however that at least five (5) business days prior to releasing any TES confidential information, Institution shall provide TES with written notice and covenants and agrees to cooperate with TES in responding to any such request and to limit any disclosure resulting therefrom to the minimum required to satisfy the request under applicable law.
- 6.3. No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 6.4. To the extent that TES receives or is otherwise granted access to personally identifiable information from a student education record maintained by the Institution ("Student Records"), TES agrees to maintain such Student Records

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in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC § 1232g, and its implementing regulations, 34 CFR pt. 99. The Institution agrees (i) that TES is performing services for which the Institution would otherwise use its employees, (ii) that the Institution will exercise direct control over all Student Records, and (iii) that the Institution is responsible for maintaining adequate FERPA policies and complying with FERPA's annual notification requirement (34 C.F.R. § 99.7).

- 6.5. TES further agrees to comply with the terms set forth in the confidentiality addendum attached hereto as Appendix B.
- 6.6. In furtherance and not in limitation of the foregoing, University agrees to take measures to treat all Data, Trade Secrets and Intellectual Property provided to it by TES in the same manner it treats its own Data and Intellectual Property, but in no event less than reasonable measures, and the University party shall require all of its employees and representatives who have a need to access Data, Trade Secrets and Intellectual Property to be legally bound to obligations of non-disclosure, which are at least as protective as those terms herein, including Appendix B.

## 7. Indemnification

- 7.1. TES agrees to indemnify and hold the Institution harmless from and against any and all damages, losses, liabilities, costs and expenses directly resulting from (and will defend the other Party from) any claim, suit, dispute, or proceeding ("Claims") brought by a third party directly arising from or relating to TES's infringement of any third party intellectual property rights in performing the activities contemplated under this Agreement ("IP Performance"). For those Claims which the Institution wishes TES to defend, the Institution will (i) provide prompt notice to TES of its learning of the existence of such Claim; (ii) tender control of the defense to TES, provided that TES may not enter into any settlement affecting the Institution or its interests without the Institution's consent (such consent not to be unreasonably withheld or delayed); and (iii) provide reasonable assistance to TES in the defense of such Claim. The Institution may participate in the defense with counsel of its choice at its own expense.
- 7.2. TES will indemnify and hold the Institution harmless from and against any and all damages, losses, liabilities, costs and expenses resulting from (and will defend the other Party from) any Claims arising from or relating to (i) the gross negligence or willful misconduct of TES or its directors, officers, employees, agents or representatives in connection with this Agreement or

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their performance ("Contract Performance"); (ii) any breach by TES of any contract between TES and any third party in connection with the Contract Performance or any representations or warranties that TES may have made to third parties regarding the Contract Performance; (iii) any breach by TES of any provision of this Agreement or any applicable law or regulation, (iv) any information that TES delivers to the Institution under this Agreement (save for de minimis changes, typographical errors and honest human errors provided that such errors are rectified as soon as discovered); (v) any disputes arising from prospective students, enrolled students, or other students arising from the Contract Performance caused by or relating to the negligence or willful misconduct of TES; and/or (vi) any personal injury or property damage caused by TES or its directors, officers, employees, agents or representatives, EXCEPTING IN ALL CASES to the extent such damages, losses, liabilities, costs and expenses arise from or relate to the Institution's negligence or willful misconduct. For those Claims which the Institution wishes TES to defend, the Institution will (i) provide prompt notice to TES of its learning of the existence of such Claim; (ii) tender control of the defense to TES, provided that TES may not enter into any settlement affecting the Institution or its interests without the Institution's consent (such consent not to be unreasonably withheld or delayed); and (iii) provide reasonable assistance to TES in the defense of such Claim. The Institution may participate in the defense with counsel of its choice at its own expense.

- 7.3. Except for TES's obligations in this Section 7, no Party shall be liable to the other Party for any lost profit or consequential, exemplary, punitive, statutory or other special damages, and each Party hereby unconditionally, expressly and forever waives any right it may now or hereafter have against the other Party respecting any and all such damages, in each case: (i) whether through action, suit, counterclaim or otherwise; (ii) whether in contract, tort, strict liability, indemnity, reimbursement or otherwise; (iii) whether or not it has been advised of the possibility of any such damages; (iv) whether or not any other remedy is available or enforceable under this Agreement or applicable law; and (v) to the greatest extent such agreement or waiver is permitted under applicable law.

## 8. Intellectual Property

- 8.1. Subject to the terms of this Agreement, Institution grants TES the limited, nonexclusive, non-sublicensable, revocable right and license, during the term of this Agreement, to use the Institution name, trademarks, service marks, logos, and other corporate indicia (collectively, the "Institution Marks") in

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connection with fulfilling TES's obligations under and subject to the terms of this Agreement, provided that all such use shall be subject to the prior review and approval of Institution relative to Institution's standards of use. TES shall submit any proposed uses of the Institution Marks to the Institution's Office of Trademark Licensing and to such other officials as the Institution may designate from time to time in writing for purposes of a Program. Any such use, once approved in writing by the Institution's Office of Trademark Licensing and such other officials, may continue to be used for the same purpose for which it was submitted without seeking further approval from the Institution. All uses of the Institution Marks inures to the benefit of the Institution.

- 8.2. Institution shall retain all right, title and interest in and to all the Institution Marks and any course materials, know-how, methodologies, processes, technologies or other Intellectual Property Rights (as defined below) in materials, data and information provided to TES to conduct the Programs including any and all additions, improvements, supplements, enhancements or developments thereto.
- 8.3. TES shall retain all right, title and interest in and to all course materials, know-how, methodologies, processes, technologies or other Intellectual Property Rights contained in the course materials developed and used by TES to conduct the Programs including any and all additions, improvements, supplements, enhancements or developments thereto. In addition, the Institution hereby grants TES a perpetual, irrevocable, worldwide, royalty-free right and license to any suggestions, enhancement requests, recommendations, comments, feedback, ideas or the like provided by the Institution to the course materials developed and used by TES to conduct the Programs.
- 8.4. "**Intellectual Property Rights**" means all patents and industrial property rights, patent applications and registrations, trademarks, trademark applications and registrations, copyrights and moral rights, copyright applications and registrations, renewals, extensions, continuations, divisions, and reissues of, and applications for any of the rights referred to herein, Trade Secrets, trade names and industrial designs, domestic or foreign, whether arising by statute or common law. "**Trade Secrets**" means information that is used or may be used in business or for any commercial advantage, derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain

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economic value from its disclosure or use, is the subject of reasonable efforts to prevent it from becoming generally known, and the disclosure of which would result in harm or improper benefit.

**9. Termination**

- 9.1. The Parties may terminate this Agreement at any time by mutual written agreement.
- 9.2. A Party may terminate this Agreement effective immediately upon its delivery of a termination notice in the event of a material breach of this Agreement by the other Party which breach is not cured within 30 days of the breaching Party's receipt of a written notice concerning the breach; provided, however, that if the breach is not capable of being cured within such thirty (30) day period, the period within which the breaching party has to cure shall be extended for so long as necessary to cure the breach so long as the breaching party initiates the cure within the thirty (30) day period and diligently pursues the cure to completion.
- 9.3. A Party may terminate this Agreement with reasonable written notice if there is any change in law that prohibits or renders impracticable the continued performance of this Agreement.

In the event of termination of this Agreement per the terms of this Section 9, pursuant to Section 1.2 of this Agreement, the Parties shall work together to ensure that students already enrolled in the Program prior to the date of termination be permitted to complete the Program. In the event that TES is unable to complete a Program for any reason that is not related to or caused in whole or in part by Institution, TES shall take reasonable steps to mitigate the impact to students and provide a substantially comparable alternative to allow students to complete the program, or in TES's discretion, issue full refunds of all fees paid by each student that was unable to complete such Program.

**10. Insurance**

- 10.1. In connection with the performance of this Agreement, TES, at its own cost and expense, shall obtain and maintain in force during the Term, and where claims made insurance coverage applies, for a period of one (1) years after the termination or expiration of this Agreement, the following insurance coverage: (a) a policy of workers compensation insurance, in amounts

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required by law, covering all officers, employees, agents and contractors of TES who are engaged in or connected with the Program or the performance of the Agreement; (b) a policy of commercial general liability insurance including products, completed operations and infringement of intellectual property rights coverage, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. The limit requirements of this paragraph may be satisfied by a combination of primary and excess liability coverage; (c) a policy of errors and omissions insurance, including professional liability coverage, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (d) Cyber liability with limits not less than \$2M which covers unauthorized access to TES network as well as the unintentional release of personally identifiable information. The insurance policies referenced in (b), (c) and (d) above shall (i) contain an additional insured endorsement in favor of Institution, (ii) be issued by insurance companies each with an AM Best Rating of A- or better, and (iii) be written as primary coverage and not contributing with or in excess of any coverage that Institution may carry. Prior to the commencement of this Agreement, and on each policy renewal date as long as the Agreement is in effect, TES shall furnish to Institution a current certificate of insurance for each of the policies required. Insurance coverage obtained pursuant to this Agreement shall not limit or restrict in any way any liability or obligation to indemnify arising under or in connection with this Agreement or any Program.

## **11. Miscellaneous Provisions**

- 11.1.** This Agreement along with its attached Appendices represent the entire understanding between the Institution and TES concerning the subject matter hereof and supersede all prior negotiations, representations and agreements between them, both written and oral, concerning the subject matter hereof. This Agreement may only be modified pursuant to a written amendment signed by duly authorized signatories of the parties. Notwithstanding the foregoing, the Parties may add additional Programs to this Agreement by entering into a Program Addendum, which, when so entered into by the Parties, will be attached hereto and become a part of Appendix A.
- 11.2.** The formation of this Agreement, its validity, performance of this Agreement, and the settlement of any disputes between the parties hereunder, shall be governed by the laws of the Connecticut, excluding its conflict of law provisions.

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- 11.3. TES acknowledges and agrees that the sole and exclusive means for the presentation of any claim against the Institution arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes and TES further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- 11.4. If any provision of this Agreement shall be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect.
- 11.5. The waiver by any party of a default under any provision of this Agreement shall not be construed as a waiver of any subsequent default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of a party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
- 11.6. Headings in this Agreement are solely for convenience and shall not be used to define or construe any provision hereof. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances, including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.
- 11.7. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument. Execution and delivery of this Agreement by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this Agreement by such party. Such copies shall constitute enforceable original documents.
- 11.8. The Parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, joint venture partner, or sponsor of the other in their relationship under this Agreement and neither Party may bind the other Party in any agreement with a third party or otherwise act on behalf of or in the name of the other Party in any fashion without the express written consent of the other Party.

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- 11.9. Neither Party shall subcontract any of its obligations pursuant to this Agreement without the express written consent of the other party; provided, however, that (i) the use by the Institution of non-employee independent professional consultants shall be permitted, and (ii) that TES can use subcontractors to provide course instruction. No assignment of this Agreement other than to a successor in interest via stock or asset purchase or merger may be made by either Party except with the express written consent of the other Party. In the event that a Party subcontracts any work or services under this Agreement or delegates such work or services in accordance with this provision, such Party shall be fully responsible for the compliance of the subcontractor or consultant with this Agreement.
- 11.10. All notices under this Agreement shall be in writing and shall be served either personally, by overnight delivery service, by registered or certified mail, return receipt requested, or by email, addressed to the parties as set forth below. Any notice shall be deemed delivered (a) three (3) business days after notice is mailed, or (b) if personally delivered, when acknowledgment of receipt is signed, or (c) if given by a reputable overnight courier, the next business day after deposit with the courier (provided that proof of delivery is obtained), or (d) if sent by e-mail, upon actual delivery as evidenced by printed confirmation of transmission. Notwithstanding the foregoing, (i) in the case of e-mail, if the notice or communication cannot be transmitted because of a problem affecting the recipient's computer, then it shall be deemed given and received at the end of the next business day; and (ii) if delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or communication so made shall be deemed received on the first business day after the day of delivery. By written notice to the other, either Party may change its notice address.

**Notice to TES:**

Trilogy Education Services, Inc.  
31 E 32nd Street  
New York, NY 10016  
Attn: CEO

**Notice to the Institution:**

University of Connecticut  
Office of the Provost  
Gulley Hall  
352 Mansfield Road, Unit 1086  
Storrs, Connecticut 06269-1086

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Attn: Provost

- 11.11. A “Force Majeure” event shall mean any event, circumstance or condition that (i) directly or indirectly prevents the fulfillment of any material obligation specified under this Agreement by one (or both) Party, (ii) is beyond the reasonable control of the Party, and (iii) could not, by the exercise of due diligence and prudence, have been avoided or overcome in whole or in part by such Party. Subject to the aforementioned items (i), (ii) and (iii), a Force Majeure event includes, but is not limited to, acts of God, war, terrorism, civil commotion, riot, blockade or embargo, delays of carriers, fire, explosion, organized labor dispute, casualty, accident, earthquake, epidemic, flood, windstorm, or by reason of any law, order, proclamation, regulation, ordinance, demand, expropriation, requisition or requirement or any other act of any governmental authority, including military action, court orders, judgments or decrees. Any delay or failure in performance of this Agreement caused by an event of Force Majeure shall not constitute default by the Party prevented from performing the Agreement or give rise to any claim for damage, losses or penalties. Under such circumstances, both Parties are still under an obligation to take reasonable measures to implement this Agreement, so far as is practical. Once the Force Majeure event ends, the Party that has been prevented from performing shall notify the other Party as soon as possible of the end of such event, and the other Party shall confirm receipt of such notice. Both Parties should then continue to perform their respective obligations under the Agreement.
- 11.12. TES and each Program Instructor shall, at no additional cost to the Institution or any of the students enrolled in the Program, comply with all policies and procedures of the Institution provided to TES and each Program Instructor in writing from time to time during the term of this Agreement, together with any updates and modifications thereto, applicable to the Program and/or TES’s performance of the Services. Any such policies and procedures shall apply similarly to all instructors and partners of the Institution and shall not become effective until a reasonable period of time after notification.
- 11.13. Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all

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applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

- 11.14. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- 11.15. For all State contracts as defined in Connecticut General Statutes § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") Notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice on the SEEC's website at [http://www.ct.gov/seec/lib/seec/forms/contractor\\_reporting\\_/seec\\_form\\_1\\_1\\_notice\\_only.pdf](http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_1_1_notice_only.pdf).
- 11.16. Connecticut General Statutes 4a-52a, 10a-104, 10a-108, 10a-114a, and 10a-151b provide the University of Connecticut, including UConn Health, with authority to enter into contracts in the pursuit of its mission.

[signature page follows]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TRILOGY EDUCATION SERVICES, INC.

*Dan Sommer*

....., Daniel Sommer, CEO  
duly authorized for and on behalf of TES

UNIVERSITY OF CONNECTICUT

*Craig H. Kennedy* ..... Craig H. Kennedy, Provost and Executive Vice President  
for Academic Affairs

duly authorized for and on behalf of Institution

*Kazem Kazerounian* ..... Kazem Kazerounian, Dean of the School of Engineering

duly authorized for and on behalf of Institution

AGO Approval (As to Form)

By: 

Print Name: Joseph Rubin

Date: 1/17/19

Asst Dep   
Title: Associate Attorney General

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**Appendix A –**

**Program Addendum**

**University of Connecticut Cyber Security Boot Camp (the “Program”)**

As described at Recital D of the Agreement between the Institution and TES dated [date of master agreement], this Program Addendum (this “Addendum”) represents the agreement of the Institution and TES for the offering of the Program pursuant to the terms and conditions of the Agreement between the Institution and TES.

Pursuant to the terms and conditions of the Agreement, the Parties agree to work in collaboration to offer and market the Program described by this Program Addendum, and provide support services to students and graduates of the Program

**I. Program Details.**

1. Program Name: University of Connecticut Cyber Security Boot Camp
2. Program Description: A 24-week program in which students are trained in knowledge, skills, and abilities across a wide array of topics in the networking and cybersecurity space. The program blends essential theory with hands-on lab experiences and certification preparation.
3. Term: This Addendum will be for a period of three (3) years from the later of (i) the date of execution, and (ii) the first day of teaching (i.e., the first classroom session of the first cohort hereunder), provided, however, that the term shall be extended for a period of time during which any cohort permitted hereunder is in session such that this Addendum shall be in effect until all Program cohorts have concluded.
4. Initiation of Marketing: On or about [INSERT].
5. Target Date of First Class: On or about [INSERT].
6. Approximate Instructional Hours of the Program: 240 hours.
7. Number of Admissions Entry Points Each Calendar Year: Minimum of 4.

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8. Program Tuition and Fees: To be mutually agreed in writing (email acceptable).

9. Admissions Requirements:

Degree Required at Entry	None or specify
Restrictions on Degree Field of Study	None or specify
Required Prerequisites	None or specify
Certificates or Licensure Required	None or specify
Admissions Tests and Score Requirements	None or specify [[e.g. Test Score of XX out of 20]]
Exceptions/Waivers to Test Requirements	None or specify
Minimum Grade Point Average	None or specify
Other Admissions Requirements	None or specify [[e.g. Interview Required? Resume? Statement of Purpose?]]

10. Instructional Locations:

Campus Location/Address/Classroom	Fairfield County, CT. The exact location to be agreed in writing (email acceptable).
The Program or subsequent instances of the Program may be conducted online.	

11. Financial aid, scholarships, or other discounts to be made available to Program students: [None or specify or to be agreed]

12. Approved Instructors: To be submitted to Institution for approval prior to hiring.

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IN WITNESS WHEREOF, the Parties have executed this Addendum  
as of the date first set forth above.

TRILOGY EDUCATION SERVICES, INC.

....., Dan Sommer, CEO  
duly authorized for and on behalf of TES

UNIVERSITY OF CONNECTICUT

..... Craig H. Kennedy, Provost and Executive Vice President  
for Academic Affairs  
duly authorized for and on behalf of Institution

..... Kazem Kazerounian, Dean of the School of Engineering  
duly authorized for and on behalf of Institution

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## Appendix B

### Confidentiality Specifications

References to "Contractor" in this Appendix B shall refer to Trilogy Education Services, Inc. These specifications serve to document agreed upon requirements regarding the duty to safeguard Data and Intellectual Property that is or may become available to Contractor in the course of providing services to and/or on behalf of the University.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. **STUDENT DATA.** In the course of performing work for or on behalf of the University, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.

Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all University data received from, or on behalf of the University. These measures shall be extended by contract between Contractor to all subcontractors used by Contractor who may encounter University data.

In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the University of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the University. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the University. It shall be the University's sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should Contractor receive a

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court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the University of its receipt of such court order or lawfully issued subpoena and shall promptly provide the University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. **PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA.**
  - a.) **CONFIDENTIAL DATA.** The data available to Contractor in the course of providing technical support to or on behalf of the University shall be considered Confidential Information, unless the University indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by, Gramm-Leach Bliley Act ("GLBA"), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.
  - b.) Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.
  - c.) In the event any person(s) seek to access protected and confidential data or information, such access shall be through the University, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.
  - d.) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the University of its receipt of

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such court order or lawfully issued subpoena prior to releasing the requested data or information.

- e.) Notwithstanding the foregoing, but subject to the provisions of applicable law (i.e., FERPA), Contractor may use Data or information in accordance with the privacy policy pursuant to which such data was collected.

**3. BREACH OF CONFIDENTIALITY.**

The parties agree that any material breach of the confidentiality obligations set forth in this Agreement shall be deemed a material breach of the Agreement.

For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

In the event that a security breach occurs, Contractor agrees to the following:

- (1) Contractor shall immediately notify University in the event Contractor has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and Contractor shall immediately take such measures as are reasonably necessary, or reasonably requested by University, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").
- (2) To the extent the Unauthorized Access was not related to the gross negligence and/or willful misconduct of Contractor and its subcontractors and employees and to Contractor's failure to comply with the terms of this Agreement, Contractor shall, by amendment to this Agreement, be compensated for the Mitigation Measures as an additional service.
- (3) To the extent the Unauthorized Access resulted from the gross negligence and/or willful misconduct of Contractor or its subcontractors or employees, or from Contractor's failure to comply with the terms of this Agreement, Contractor shall (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs

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therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs , claims, damages, or expenses, including reasonable attorney's fees, arising from such Unauthorized Access.

4. **NOTIFICATION.** For the purpose of notification to the University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax, and also in writing:
  - Chief Information System and Security Officer, University Information Technology Services, University of Connecticut, Math Sciences Building, 196 Auditorium Road, Unit 3138, Storrs, CT 06269-3138, Phone: (860) 486-3743, Fax: (860) 486-5744
  - Associate Vice President / Chief Privacy Officer, Office of Privacy Protection & Management, University of Connecticut, 28 Professional Park Road, U5084, Storrs, CT 06268, Phone: (860) 486-5256 Fax: (860) 486-4527
5. **RETURN/DESTRUCTION OF DATA.** Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the University once the University has directed Contractor as to how such information shall be returned to the University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data. Notwithstanding the foregoing, (i) to the extent required by applicable law, regulation or industry practice, Contractor shall be entitled to retain solely for record or compliance purposes copies of any such materials required to be redelivered or destroyed and (ii) Contractor shall be not be required to delete or destroy Confidential Information maintained pursuant to a bona fide document retention program or to delete Confidential Information from its regularly occurring back-up, electronic storage or any Confidential Information that is otherwise maintained on routine computer system backup tapes, disks or other backup storage devices

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as long as such backed-up information is not accessed other than by information technology personnel and legal and compliance personnel; provided, that, all such retained information shall remain Confidential Information subject to this Agreement.

6. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the University to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the University. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.
7. **IDENTITY THEFT PREVENTION.** In an effort to combat identity theft, the University maintains a comprehensive *Identity Theft Prevention Program* with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the University. It is the University's expectation that Contractor will assist the University in its identity theft prevention efforts under the University's *Identity Theft Prevention Program*. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:

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- Associate Vice President / Chief Privacy Officer, Office of Privacy Protection & Management, University of Connecticut, 28 Professional Park Road, U5084, Storrs, CT 06268, Phone: (860) 486-5256 Fax: (860) 486-4527