

MEMORANDUM OF UNDERSTANDING

Dated: January 18, 2017

PARTIES

(1) Trilogy Education Services, LLC, a Delaware limited liability company with an office at 31 E 32nd Street, #1202, New York, New York, 10016 ("TES"); and

(2) The University of Kansas Professional & Continuing Education with an office at Regents Center 125 12600 Quivira Rd. Overland Park, KS 66213 ("KUPCE" and together with TES, the "Parties" and each, individually, a "Party").

RECITALS

(A) TES helps educational institutions prepare students for high growth careers in the digital economy.

(B) TES offers a turnkey package of services including coding curriculum, student recruitment, and career placement services to position graduates for job market success.

(C) Subject to the terms of this MOU, the Parties shall offer TES' non-credit, part-time intensive coding boot camp (approximately 250 contact hours in length) in a classroom-based environment at facilities provided by KUPCE and supported by supplemental video content (the "Program").

(D) This Memorandum of Understanding ("MOU") defines the terms of agreement pursuant to which the Parties shall offer the Program. Each Party will dedicate the appropriate resources required to meet the deadlines and obligations defined in this MOU.

1. TERM

1.1. The initial term of the MOU will be for an initial term of three (3) years; provided, however that the initial and any renewal term shall be extended to cover the period of time during which any cohort is in session such that this MOU shall be in effect until all cohorts have concluded.

1.2. The MOU shall automatically renew for successive three (3) year periods unless either Party provides notice of non-renewal at least one hundred twenty (120) days prior to the end of any term or renewal term.

1. TIMEFRAME

2.1. The Parties will initiate a sales and marketing launch in March 2017, with the first cohort to start in June 2017. For purposes of this MOU, the term "cohort" means one or more sections of the Program, having the same start and end date.

3. STRUCTURE OF THE PROGRAM

3.1. The Program will be based on TES' intensive coding boot camp and shall be approximately 250 contact hours. It shall consist of face-to-face learning conducted in facilities supplied by KUPCE. There may also be portions of the Program that are video-based which may include pre-work, supplemental material, and captured lectures from class, but will not replace the 250 contact hours classroom time. Additional details of the Program shall be as mutually agreed in the course design phase.

3.2. The Parties agree that the initial location for the face-to-face sessions included in the Program will be held at the University of Kansas, Edwards Campus, in Overland Park, Kansas.

3.3. The Parties will target a minimum of four (4) cohorts per year during the initial term with starts on a quarterly basis. Additional cohorts may be offered during the initial term or the renewal term, provide the Parties mutually agree that enrollment expansion is warranted.

3.4. The Parties anticipate marketing other TES programs. Following the initial term and subject to execution of a separate written agreement(or amendment to this MOU) signed by both Parties, TES grants to KUPCE the option to contract with TES on similar or comparable terms, for the following additional (blended online and on campus) programs:

- (a) Full-time intensive coding boot camp (350 hours +/-);
- (b) Part-time abbreviated boot camp (96 hours +/-);
- (c) Additional coding programs (i.e., IOS Application Development) based on demand; and
- (d) Data Analytics course

3.5. The Parties shall agree on standard quality control and course evaluation processes for the Program to be conducted during and at the conclusion of each cohort.

4. TES' OBLIGATIONS

4.1. TES will be responsible for generating all enrollments for the Program, however, as noted below in the KUPCE obligations, KUPCE will support the Program with appropriate KUPCE levels of marketing and publicity, reasonably similar to that currently provided for other similar KUPCE programs.

4.2. TES will be responsible for marketing the general Program, which may include the use of KUPCE's name and mark, as approved by KUPCE. Use of the University of Kansas name, logo, and marks, including the Jayhawk and anything related to KU Athletics will not be allowed except through permission by a separate licensing agreement. KUPCE grants to TES a limited, non-transferable license to use of the KUPCE name and mark solely for purposes of rendering services under this Agreement. TES shall own all marketing materials during the terms of this contract, the ownership and use of which shall be subject to KUPCE's license set forth herein. The license provided herein is expressly limited to the marketing materials for the Program.

4.3. TES will provide, in reports shared, at a minimum, quarterly with KUPCE:

Response rate; (Number of inquiries)
Conversion rate (Number of people who enroll from the inquiries)
Expenditures for marketing.

4.4. TES will select faculty who will be presented to KUPCE for approval. Faculty are subject to KUPCE approval for any teaching, in any format, in any TES program bearing the KUPCE brand. Faculty are hired 'at will' and paid by TES for the Program and subject to evaluation by KUPCE before any reappointment or new appointments. Prior to KUPCE review, TES will conduct a background check on each selected faculty member. Said background checks must include at a minimum, the following: criminal search (7 years or up to 5 criminal searches); sexual offender and predator registry search.

4.5. TES will provide support services for students in the Program and placement services for students in the Program.

4.6. TES will collect all enrollment fees (Revenue) and shall pay KUPCE based on actual collections as set forth below in Section 7.

4.7. TES shall provide the course materials required for the Program. Except for KUPCE's name and mark use of which is being made available by limited license only, TES shall hold and retain all right, title and interest in and to all course materials, know-how, methodologies, processes, marketing materials), technologies or other Intellectual Property Rights (as defined below) contained in the course materials and otherwise used in connection with the Program including any and all additions, improvements, supplements, enhancements or developments thereto. "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 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.

5. KUPCE'S OBLIGATIONS

5.1. KUPCE will provide appropriate classrooms for the Program at no direct cost to TES.

5.2. KUPCE shall be responsible for securing any approvals or licenses required to offer the Program through KUPCE in the State of Kansas.

5.3. KUPCE will market the Program according to its appropriate marketing practices for similar non-credit programs including any appropriate printed materials and on its website. KUPCE grants to TES a limited, non-transferable license to use the KUPCE name and mark solely for purposes of rendering services under this Agreement. The license provided herein is expressly limited to the marketing materials for the Program.

5.4. KUPCE agrees that lead data for the Program that is received by KUPCE directly from the KUPCE website will be sent to TES as soon as reasonably practicable for follow-up and/or processing so that all enrollments can be managed by TES regardless of origin.

5.5. KUPCE will market the Program to appropriate University alumni and past KUPCE program attendees which will include, at a minimum, a quarterly email containing the Program offering.

Specifically, provided that TES creates the email content, in consultation with and final approval by KUPCE, then KUPCE will transmit the email to its distribution list.

5.6 KUPCE shall hold and retain all right, title and interest in lead data generated solely by KUPCE (but not the lead data generated by TES); provided however, KUPCE grants to TES a limited, non-transferable license to use the lead data during the term of this Agreement only to perform services herein.

6. JOINT OBLIGATIONS

6.1. The Parties will agree on the Program marketing plan by no later than March 15, 2017. The plan must address the supervised execution of public notification concerning this MOU, the timing, content, delivery and media to be used for any and all publicity about the Parties' relationship or about the Program or any other activities involving both Parties. Pursuant to the marketing plan described in Section 6.1, a specific list of marketing support activities will be agreed between the Parties (e.g., listing the Program on KUPCE's social media accounts, Facebook page, etc.) but shall include at least one email with the course offering per calendar quarter to all appropriate University of Kansas alumni, as further described in Section 5.4.

6.2. Subject to the success of the Program and the structure for the Program set forth herein, the Parties acknowledge that there is no restriction on the number of cohorts per year; however, the Parties agree that, assuming minimum enrollment targets are met; there will be a minimum of four (4) cohorts per year.

6.3 TES may choose to offer financial support in the form of special discounts or scholarships to interested, selected students. If, in the future KUPCE shall offer financial support, including loans, to students in other continuing education programs, students in the Program will be offered the opportunity to qualify for loans on the same or similar terms.

6.4 The Parties agree that the price point for the Program will be determined by mutual agreement between the Parties. Any amendment to the optimal price point must be agreed in writing (which may include email).

6.5 The Parties mutually agree that neither will offer any coding boot camp or other program, which is substantially the same or similar to the Program or other program that the Parties are offering jointly, in the Overland Park, KS and Kansas City, MO metropolitan region except as offered by the Parties during the term of this Agreement and for a period of six (6) months thereafter (the "Restricted Period"), it being understood that the foregoing in no way restricts future programs that are offered jointly by TES and KUPCE.

7 REVENUE SHARE

7.1 TES shall collect all revenue related to the Program and will pay [REDACTED] of Revenue to KUPCE. For purposes of this MOU, "Revenue" is defined as all gross, collected enrollment fees charged to students for the Program less any refunds paid back to students. TES and KUPCE will agree upon any discounts and refunds offered to students.

7.2 TES covenants and agrees to keep accurate and complete records and books, in electronic form, made in connection with the number of enrollments and revenue collected, in a form mutually agreed upon, to substantiate revenue payments to KUPCE. TES shall retain such records during the term of this Agreement and for a period of three (3) years thereafter. KUPCE shall have access to all relevant records of TES, including all support documentation, for the purpose of verifying the amounts of payments to KUPCE under the revenue sharing obligations. TES shall cooperate with KUPCE by providing KUPCE with electronic access to TES records within seven (7) days of KUPCE's request.

8. PAYMENT TERMS

8.1 TES will generate a quarterly revenue report as of the end of each calendar quarter that will show quarterly enrollments and Revenue. That report will be received by KUPCE no later than thirty (30) days after the end of the calendar quarter. Payment of the amount due in full will be received by KUPCE no later than thirty (30) days of the date the Parties agree on the calculation and the amount to be paid to KUPCE.

9. CONFIDENTIALITY

9.1 Each Party undertakes that it 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 9.2.

9.2 Each Party may disclose the other Party's confidential information:

i. 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 MOU. 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 9; and

ii. As may be required by law, court order or any governmental or regulatory authority.

9.3 No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this MOU.

10 INDEMNIFICATION

10.1 TES will indemnify and hold TES harmless from and against any and all damages, losses, liabilities, costs and expenses directly resulting from (and will defend KUCPE from) any claim, suit, dispute, or proceeding brought by a third party directly arising from or relating to TES's infringement of any third party intellectual property rights, including trademarks. Notwithstanding the foregoing, TES shall have no legal liability and no indemnification obligations with respect to any infringement that results from KUPCE's intellectual property (including trademarks). For those Claims which the indemnified party wishes the indemnifying party to defend, the indemnified party will (i) provide prompt notice to the other Party of the existence of such Claim (and in any event, within 7 days of it learning of the existence of such Claim); (ii) tender control of the defense to the indemnifying party, provided that the indemnifying party may not enter into any settlement affecting the indemnified party's interests without the indemnified party's consent (such consent not to be unreasonably withheld or delayed); and (iii) provide reasonable assistance to the indemnifying party in the defense of such Claim. The

indemnified party may participate in the defense with counsel of its choice at its own expense. If the indemnifying party believes that its intellectual property may become the subject of a third-party infringement claim, it may (a) obtain a license to continue providing such intellectual property for use hereunder; (b) modify the intellectual property such that it is no longer infringing; or (c) if neither of the foregoing is reasonably practicable after the indemnifying party's application of commercially reasonable efforts, terminate this MOU upon written notice to the other Party. The indemnification obligation described in Section 10.1 represents the indemnified party's sole and exclusive remedy, and the indemnifying party's entire liability, arising from or relating to any infringement of third-party intellectual property rights. Without limiting the generality of the foregoing, the indemnifying party may apply for strike-off (or similar relief in any jurisdiction) of any vexatious claims which counsel advises have no reasonable prospect of success.

10.2 TES will indemnify and hold KUPCE harmless from and against any and all damages, losses, liabilities, costs and expenses resulting from (and will defend KUPCE from) any claim, suit, dispute, or proceeding brought by a third party arising from or relating to (i) the gross negligence or willful misconduct of the indemnifying party or its directors, officers, employees, agents or representatives in connection with this MOU or their Performance; (ii) any disputes arising from prospective students, enrolled students, or other students arising from TES's performance ; and (iii) any personal injury or property damage suffered by one Party's employees or contractors, EXCEPTING IN ALL CASES any claims arising from or relating to the indemnified party's negligence or willful misconduct. For those Claims which the indemnified party wishes the indemnifying party to defend, the indemnified party will (i) provide prompt notice to the indemnifying party of the existence of such Claim (and in any event, within 7 days of it learning of the existence of such Claim); (ii) tender control of the defense to the indemnifying party, provided that the indemnifying party may not enter into any settlement affecting the indemnified party's interests without the indemnified party's consent (such consent not to be unreasonably withheld or delayed); and (iii) provide reasonable assistance to the indemnifying party in the defense of such Claim. The indemnified party may participate in the defense with counsel of its choice at its own expense. Without limiting the generality of the foregoing, the indemnifying party may apply for strike-off (or similar relief in any jurisdiction) of any vexatious claims which counsel advises have no reasonable prospect of success.

10.3 In accordance with the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the State of Kansas has assumed liability for the negligent or wrongful acts or omissions of its employees and agents acting within the scope and course of their responsibilities on behalf of the State of Kansas. Liability for claims within the scope of the Act may not exceed \$500,000 per occurrence. KUPCE agrees that claims for injury or damages which arise out of KUPCE performance of this Agreement and which are subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), will be processed according to that Act. KUPCE further agrees that TES shall not be liable for damages resulting from the negligent or wrongful act or omission by KUPCE or its employees.

10.4 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 MOU or applicable law; and (v) to the greatest extent such agreement or waiver is permitted under applicable law. Either Party's liability to the other under this MOU, the

Indemnification Clause and any matters arising from or in connection with this MOU and their subject-matter, whether in law or equity, shall be limited to the amounts paid by TES to KUPCE hereunder, PROVIDED THAT nothing in this Section 10 shall limit either Party's liability for death, bodily injury or fraud.

11 TERMINATION

11.1 The Parties may terminate this Agreement at any time by written agreement.

11.2 Either Party may terminate this Agreement for convenience upon 120 days' prior written notice to the other party after the end of the initial term or a renewal term.

11.3 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 may be extended by mutual agreement for a reasonable time period 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.

11.4 A Party may terminate this Agreement with reasonable notice if there is any change in law that prohibits or renders impracticable the continued performance of this Agreement.

11.5 In the event of termination of this Agreement per the terms of this Section, 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. Further, all outstanding payments due to KUPCE will be paid within thirty (30) days of the termination date.

12 GENERAL PROVISIONS

12.1 This Agreement along with its attached schedules and exhibits represent the entire understanding between KUPCE 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.

12.2 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 State of Kansas excluding its conflict of law provisions.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 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 KUPCE of non-employee independent professional consultants shall be permitted, and (ii) that TES can use subcontractors to provide course instruction, as approved by KUPCE. 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.

12.9 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 above. 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.

12.10 A "Force Majeure" event shall mean any event, circumstance or conditions 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.

12.11 In the event of a dispute between the Parties, the Parties shall use their reasonable best efforts to resolve the dispute in an informal fashion and in good faith through consultation and communication, or other forms of non-binding alternative resolution mutually acceptable to the Parties.

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

TRILOGY EDUCATION SERVICES, LLC



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

UNIVERSITY OF KANSAS PROFESSIONAL & CONTINUING EDUCATION



Sharon Graham, Assistant Vice Chancellor of Professional & Continuing Education,
duly authorized for and on behalf of KUPCE

