

MOU17-007  
MEMORANDUM OF UNDERSTANDING

Dated August 26, 2016

**PARTIES**

- (1) **Trilogy Education Services, LLC**, a Delaware limited liability company with an office at 31 E 32<sup>nd</sup> Street, #1202, New York, New York, 10016 ("TES"); and
- (2) **University of California San Diego Extension** with an office at 9600 N Torrey Pines Rd, La Jolla, CA 92037 ("UCSDX").

**RECITALS**

- (A) TES helps colleges prepare learners 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) The Parties are proposing to offer TES' non-credit, part-time intensive coding boot camp (approximately 250 contact hours in length per cohort) which shall be classroom-based at facilities provided by UCSDX and supported by video content (the "Program").
- (D) This Memorandum of Understanding ("MoU") defines the terms of agreement for a pilot project to offer the Program. Each party will dedicate the appropriate resources required to meet the deadlines and obligations defined in this MoU.

**1. TERM AND TERMINATION**

- 1.1. The initial term of the MoU will be for a term of two (2) years.
- 1.2. If the Program is successful (based on a joint review after completion of the first cohort), the MoU shall automatically renew for successive periods of two (2) years unless either party provides notice of non-renewal as set forth below.
- 1.3. The Parties may terminate this Agreement at any time by written agreement.
- 1.4. Either Party may terminate this Agreement for convenience upon 180 days' prior written notice to the other party after the end of the initial term or a renewal term.
- 1.5. 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.
- 1.6. 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.
  - 1.7. 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.
- 2. TIMEFRAME**
- 2.1. The Parties anticipate a sales and marketing launch in October 2016, with the first cohort to start in February 2017. The Parties may agree to change the marketing launch and start date for the first cohort.
- 3. STRUCTURE OF THE PROGRAM**
- 3.1. The Program, to be titled "The Coding Bootcamp at UCSD Extension" ("Web development methods"), will be based on TES' intensive coding boot camp and shall be approximately 250 contact hours, as mutually agreed. It shall consist of face-to-face learning conducted in facilities supplied by UCSDX. There shall also be portions of the Program that are video-based, not to exceed ten percent (10%) of the overall hours. Additional details of the Program shall be 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 in San Diego, California.
  - 3.3. The Parties will target a minimum of four (4) cohorts per year during the initial term. If the Program is successful, additional cohorts may be offered during the initial term or the renewal term.
  - 3.4. The Parties agree that the program will not be offered for UCSDX credit.
- 4. TES's OBLIGATIONS**
- 4.1. TES will be responsible for generating all enrollments for the Program, however, as noted below in the UCSDX obligations, UCSDX will support the Program with standard UCSDX levels of marketing and publicity, reasonably similar to that currently provided for other similar non-credit University of California San Diego ("University") programs.
  - 4.2. TES will be responsible for marketing the Program using a combined TES' and UCSDX's brand. TES agrees that any use of UCSDX's brand will be subject to UCSDX's

- prior approval and such restrictions on the use of said brand as UCSDX in its sole discretion may determine. Failure to seek approval will be considered a breach of this MOU and allow UCSDX to terminate this MOU.
- 4.3. TES will select instructors who will be presented to UCSDX for approval. Instructors are subject to UCSDX approval for any teaching, in any format, in any TES program bearing the UCSDX brand. Instructors are hired ‘at will’ by TES for programs and subject to evaluation by UCSDX before any reappointment or new appointments.
  - 4.4. TES will provide support services for students in the Program and placement services for students in the Program.
  - 4.5. TES will collect all enrollment fees (revenue) and shall pay UCSDX based on actual collections as set forth below.
  - 4.6. TES shall provide the course materials required for the Program. TES shall retain all right, title and interest in and to all course materials, know-how, methodologies, processes, technologies or other Intellectual Property Rights (as defined below) contained in the course materials and used in providing the Program including any and all additions, improvements, supplements, enhancements or developments to the course materials that are used in the Program. “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.
  - 4.7. TES shall abide by all written policies and procedures of UCSDX provided to TES during the course design phase, as the same may be supplemented and updated from time to time upon written notice to TES.
  - 4.8. TES will provide UCSDX with a list of students who register for each cohort and those who graduate, which list shall include the students’ First Name, Last Name, Email Address, Street Address, City, State, Zip, phone number, course number, course title, section ID. UCSDX may use the student list for purposes of conducting surveys of the students with respect to the Program.

**5. UNIVERSITY/UCSDX'S OBLIGATIONS**

- 5.1. UCSDX will provide appropriate classrooms for the Program at its cost. Any licensing required to offer the Program shall be provided under UCSDX's or University's license as an educational institution in the state of California.
- 5.2. UCSDX will market the Program which will be co-branded with TES according to its standard marketing practices for similar non-credit programs, including in its printed materials and on its website (including a FAQ page for students interested in the program). In connection therewith, UCSDX shall make its brand available (according to the conditions stated above including prior written approval) to TES for marketing of the Program. In addition, a specific list of marketing support activities will be agreed between the Parties (i.e., listing the Program on University's Facebook page, etc.) but shall include at least one email with the course offering per calendar quarter to all University alumni.
- 5.3. UCSDX agrees that leads for the Program that are received by UCSDX directly from the UCSDX 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.
- 5.4. The Parties will market the program to the University's student and alumni database which will include, at a minimum, a quarterly email containing the Program offering. UCSDX will create the email and TES will have the ability to suggest revisions. UCSDX will be responsible for transmitting the email to the database.
- 5.5. UCSDX will not offer any part-time coding boot camp substantially the same or similar to the Program in California or online targeting the same potential student pools except as offered with and through TES while this Agreement is in effect and for a period of six (6) months thereafter. UCSDX agrees that the right to offer the Program will be exclusive to TES during the initial term, which will be extended if the term is extended under Section 1.2. For purposes hereof, the term "substantially the same or similar to the Program" shall mean an immersive coding boot camp for an adult population that covers at last a majority of the topics covered by the Program in the format that the Program is offered pursuant to this MOU.

**6. JOINT OBLIGATIONS**

- 6.1. The Parties will agree on the plan and supervised execution of public notification concerning this MoU 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 Program or any other activities involving both Parties, is 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.

- 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 inherent 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 (i.e., quarterly starts) after the initial term.
- 6.3. TES may choose to offer financial support in the form of special discounts or scholarships to interested, selected students. University may offer financial support, including private loans, offered to students in other University continuing education programs.
- 6.4. The Parties agree that the optimal 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).

**7. REVENUE SHARE**

- 7.1. TES shall collect all revenue related to the Program. The Parties shall agree on a budget for the pilot phase of the Program and shall share [REDACTED] the Net Profit (to be defined as revenue received less costs included in the budget, including but not limited to those for the instructors, student services, career services and sales and marketing ). [REDACTED]
- 7.2. Revenue included in the revenue sharing pool will be the tuition and fees received for the Program attributable to enrollments. [REDACTED]

**8. PAYMENT TERMS**

**8.1.**

**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 Clause 9.2.
- 9.2. 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 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 clause 9; and
  - (b) 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. Each Party will indemnify and hold the other 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 brought by a third party directly arising from or relating to the first party's infringement of any third party intellectual property rights in performing the activities contemplated under this MoU ('Performance'). 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 the Performance may become the subject of a third-party infringement claim, it may (a) obtain a license to continue providing such Performance; (b) modify the Performance such that they are 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. Each party will indemnify and hold the other harmless from and against any and all damages, losses, liabilities, costs and expenses resulting from (and will defend the other party 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; or (ii) any breach by the indemnifying party of any contract between the indemnifying party and any third party in connection with the Performance or any representations or warranties that the indemnifying party may have made to third Parties regarding the Performance; (iii) and/or any breach by the indemnifying party of any provision of this MoU or any applicable law or regulation, (iv) any information that the indemnifying party delivers to the indemnified party under this MOU (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 Performance caused by or relating to the negligence or willful misconduct of the indemnifying party; and (vi) any personal injury or property damage suffered by one party's employees or contractors while present on the other party's premises, 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. 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 UCSDX hereunder, PROVIDED THAT nothing in this clause shall limit either party's liability for death, bodily injury or fraud.

11. Governing law and Jurisdiction

Both Parties agree to settle disputes in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the United States and the State of California will govern.

[Signatures on Following Page]

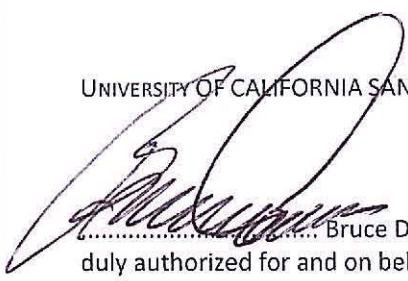
IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

TRILOGY EDUCATION SERVICES, LLC

*Dan Sommer*

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

UNIVERSITY OF CALIFORNIA SAN DIEGO EXTENSION



..... Bruce Dunn, Associate Dean  
duly authorized for and on behalf of UCSDX

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING**  
**MOU17-007**

This First Amendment (this “Amendment”) to Memorandum of Understanding (the “MOU”) is made with an effective date of July 31, 2017 (the “Effective Date”), by and between Trilogy Education Services, Inc., a Delaware corporation f/k/a Trilogy Education Services, LLC (“TES”) and (2) University of California San Diego Extension (“UCSDX” and together with TES, the “Parties”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the MOU.

WHEREAS, UCSDX and TES entered into that certain MOU dated August 26, 2016 whereby they would offer an intensive coding boot camp (the “Program”).

WHEREAS, UCSDX and TES desire to amend the MOU to add a new boot camp non-credit certificate program titled “The Data Analytics Boot Camp at UC San Diego Extension” (the “New Program”).

NOW, THEREFORE, in consideration of the above, the Parties agree as follows:

Amendments of MOU. The MOU shall be amended such that from and after the Effective Date the parties may offer the New Program as more fully defined below:

- a. The New Program shall be a Data Visualization and Analytics boot camp non-credit certificate program, approximately 250 contact hours with career services, that provides comprehensive training on the fundamental and specialized skills necessary for data intensive fields. The New Program will include significant work with off-the-shelf tools like Microsoft Excel and Tableau, extensive training on core programming languages like Python and JavaScript, real-world exercises with database systems like MySQL and MongoDB, and introductory exposure to advanced topics like Hadoop and Machine Learning.

2. Other Agreements.

- a. The parties anticipate a sales and marketing launch for the New Program in September 2017, with the first cohort to start in January 2018.
- b. The first cohort shall be one class in San Diego, CA with a target student population of 25. The Parties may add an additional class of the New Program in the first cohort if demand and space permits. The Parties have agreed on semi-annual starts.
- c. UCSDX will not offer any tools-based boot camp non-credit certificate program, similar to the New Program in California or online except as offered by UCSDX with and through TES during the term of the MOU and for six months thereafter; and

d. All provisions of the MOU related to the Program shall be applicable to the New Program, including the term and renewals thereof as well as Section 7 and Section 8; provided, however, that the Parties agree that (i) the consumer facing price for the New Program shall be \$11,995 per student, not precluding any mutually decided early registration and alumni tuition adjustments, (ii) [REDACTED]

[REDACTED]  
(iii)  
[REDACTED]

3. No Other Amendments. Except as modified by the terms of this Amendment, the MOU is hereby ratified and confirmed in its entirety, and shall remain in full force and effect in accordance with its terms.

4. General. This Amendment shall be governed by the laws of the State of California and shall bind and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties. Captions are for convenience only and are not deemed to be part of this Amendment. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by facsimile.

[Signatures on Following Page]

IN WITNESS WHEREOF, TES and UCSDX have executed this Amendment on the day and year first written above.

TRILOGY EDUCATION SERVICES, INC.

By: Dan Sommer  
Name: A. Daniel Sommer  
Title: CEO

UNIVERSITY OF CALIFORNIA SAN DIEGO  
EXTENSION

By: Tim Emery 7/24/17  
Name: Tim Emery  
Title: Director of Business Affairs and Human Resources

## **SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

MOU17-

007

This Second Amendment (this "Amendment") to Memorandum of Understanding (the "MOU") is made with an effective date of August 26, 2018 (the "Effective Date"), by and between Trilogy Education Services, Inc., a Delaware corporation f/k/a Trilogy Education Services, LLC ("TES") and (2) University of California San Diego Extension ("UCSDX" and together with TES, the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the MOU.

WHEREAS, UCSDX and TES entered into that certain MOU dated August 26, 2016 whereby they would offer an intensive coding boot camp (the "Program").

WHEREAS, UCSDX and TES entered into that certain First Amendment to Memorandum of Understanding with an effective date of July 31, 2017 whereby they would offer a data analytics boot camp (the "New Program").

WHEREAS, UCSDX and TES desire to further amend the MOU to (i) extend and renew the term, and (ii) add a new boot camp non-credit certificate program titled "The Cybersecurity Boot Camp at UC San Diego Extension" (the "Cybersecurity Program") and to clarify certain provisions of the MOU with respect to the New Program.

NOW, THEREFORE, in consideration of the above, the Parties agree as follows:

### **1. Amendments of MOU.**

- a. The following shall be added to the end of Section 1.1 of the MOU, effectively extending the term to August 25, 2021: "Upon expiration of the initial term, this Agreement shall automatically and without further action by the Parties renew for an additional three (3) year period.
- b. The MOU shall be amended such that from and after the Effective Date the parties may offer the Cybersecurity Program as more fully defined below:

The Cybersecurity Program provides the fundamental knowledge, skills, and abilities needed to enter the multidisciplinary field of cyber security. Students combine theory with practical application labs to achieve proficiency in industry standard tools and techniques. The program progresses from core security subjects to advanced cyber security leadership topics. By the end of the program students have knowledge of networking, systems, web technologies, databases, programming, and security.

### **2. Other Agreements.**

- a. The parties anticipate a sales and marketing launch for the Cybersecurity Program in January 2019, with the first cohort to start in April 2019.

- b. The first cohort shall be one class in San Diego, CA with a target student population of 27. The Parties may add an additional class of the New Program in the first cohort if demand and space permits. The Parties have agreed on quarterly starts.
- c. UCSDX will not offer any tools-based boot camp non-credit certificate program, similar to the Cybersecurity Program in California or online except as offered by UCSDX with and through TES during the term of the MOU and for six months thereafter;
- d. All provisions of the MOU related to the Program and the New Program shall be applicable to the Cybersecurity Program, including the term and renewals thereof as well as Section 7 and Section 8; provided, however, that the Parties agree that (i) the consumer facing price for the Cybersecurity Program shall be \$10,995 per student, not precluding any mutually decided early registration and alumni tuition adjustments; and
- e. Although the Parties had previously agreed to semi-annual starts for the New Program, they hereby agree to quarterly starts.

3. No Other Amendments. Except as modified by the terms of this Amendment, the MOU is hereby ratified and confirmed in its entirety, and shall remain in full force and effect in accordance with its terms.

4. General. This Amendment shall be governed by the laws of the State of California and shall bind and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties. Captions are for convenience only and are not deemed to be part of this Amendment. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by facsimile.

[Signatures on Following Page]

IN WITNESS WHEREOF, TES and UCSDX have executed this Amendment on the day and year first written above.

TRILOGY EDUCATION SERVICES, INC.

By Dan Sommer  
Name: Dan Sommer  
Title: CEO

UNIVERSITY OF CALIFORNIA SAN DIEGO  
EXTENSION

By: Douglas S. Lincoln  
Name: Douglas Lincoln  
Title: Chief Administrative Officer

**THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING**  
MOU17-  
007

This Third Amendment (this "Amendment") to Memorandum of Understanding (the "MOU") is made with an effective date as of the last signature below (the "Effective Date"), by and between Trilogy Education Services, LLC, a Delaware limited liability company f/k/a Trilogy Education Services, Inc. ("TES") and (2) University of California San Diego Extension ("UCSDX" and together with TES, the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the MOU.

WHEREAS, UCSDX and TES entered into that certain MOU dated August 26, 2016 whereby they would offer, with the assistance of TES, an intensive coding boot camp (the "Initial Program").

WHEREAS, UCSDX and TES entered into that certain First Amendment to Memorandum of Understanding with an effective date of July 31, 2017 whereby UCSDX would offer, with the assistance of TES, a data analytics boot camp (the "New Program").

WHEREAS, UCSDX and TES entered into that certain Second Amendment to Memorandum of Understanding with an effective date of August 26, 2018 whereby (i) UCSDX would offer a cybersecurity boot camp (the "Cybersecurity Program"), and (ii) the Parties agreed to extend the term through August 25, 2021.

WHEREAS, UCSDX and TES desire to further amend the MOU to (i) further extend the term an additional year, (ii) clarify certain accounting procedures currently in place, and (iii) add a new in-person boot camp non-credit program on user interface-user experience titled "The UI/UX Boot Camp at UC San Diego Extension" (the "UI/UX Program" and together with the Initial Program, the New Program, and the Cybersecurity Program, the "Programs" and each, individually, a "Program").

NOW, THEREFORE, in consideration of the above, the Parties agree as follows:

1. Amendments of MOU.

a. The Term of the Agreement shall be amended such that it shall now run through August 25, 2023.

b. A new Section 7.3 shall be added to the MOU, as follows:

"For purposes of clarity, the term "Revenue" shall mean all revenue recognized, less credit card fees, discounts, bad debt expense, and amounts actually refunded in accordance with a Program's published refund policy or otherwise agreed by the Parties."

c. The MOU shall be amended such that from and after the Effective Date the parties may offer the UI/UX Program as more fully defined below:

"The UI/UX Program is a 24-week program that prepares students to complete 'real world' design projects and receive in-depth training on design thinking and the toolsets of the modern day UI-UX Designer. By program end, students will achieve concrete skills in user-centric design research, visual prototyping and wireframing using Adobe Creative Cloud and other tools, key user interface development principles, and web prototyping and development with HTML, CSS, and JavaScript."

2. Other Agreements related to the UI/UX Program.

- a. The parties anticipate a sales and marketing launch for the UI/UX Program in October 2020, with the first cohort to start in January 2021, although these dates are subject to change.
- b. The first cohort shall be one class in San Diego, CA with a target student population of 27. The Parties may jointly decide to add an additional class of the New Program in the first cohort if demand and space permits. The Parties have agreed on quarterly starts.
- c. UCSDX will not offer any in-person tools-based non-credit boot camp program, similar to the UI/UX Program in California except as offered by UCSDX with and through TES during the term of the MOU and for six months thereafter;
- d. All provisions of the MOU, as amended (including the amendments made hereby), related to the Initial, Program and New Program and the Cybersecurity Program shall be applicable to the UI/UX Program, including Section 7 and Section 8; provided, however, that the Parties agree that (i) the consumer facing price for the UI/UX Program shall be \$10,995 per student, not precluding any mutually decided early registration and alumni tuition adjustments.
- e. [REDACTED]
- f. TES will provide UCSDX with access to cost of tuition assessed to each student via the current student dashboard or other methodology.
- g. Leads for the UI/UX Program will be sent a marketing email from TES with details on the UI/UX Program as well as UCSDX's current Online UX/UI offering.

3. No Other Amendments. Except as previously amended and as further modified by the terms of this Amendment, the MOU is hereby ratified and confirmed in its entirety, and shall remain in full force and effect in accordance with its terms.

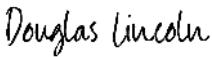
4. General. This Amendment shall be governed by the laws of the State of California and shall bind and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties. Captions are for convenience only and are not deemed to be part of this Amendment. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by facsimile.

IN WITNESS WHEREOF, TES and UCSDX have executed this Amendment on the day and year of the last signature below.

TRILOGY EDUCATION SERVICES, LLC

By:   
Name: Greg Carverase  
Title: Managing Director  
Date: 06-12-2020 | 2:27 PM PDT

UNIVERSITY OF CALIFORNIA SAN DIEGO  
EXTENSION

By:   
Name: Douglas Lincoln  
Title: Chief Administrative Officer  
Date: 06-17-2020 | 10:58 AM PDT