

MASTER SERVICES AGREEMENT

THIS AGREEMENT dated November 15, 2016 ("Effective Date"), by and between The Regents of the University of California, a nonprofit educational institution, on behalf of the School of Information at University of California, Berkeley, with an address of 102 South Hall #4600, Berkeley, CA 94720-4600 ("University"), and 2U, Inc., a Delaware corporation, having an office at 8201 Corporate Drive, Suite 900, Landover, Maryland 20785 ("2U"). University and 2U are referred to collectively in this Agreement as the "parties" and individually as a "party."

W I T N E S S E T H:

WHEREAS, University is a world class educational institution and includes its School of Information ("School");

WHEREAS, University has determined a demand for an online distance learning Master of Information and Cybersecurity program for the School;

WHEREAS, University and 2U have agreed to invest into the development and administration of the Program and to perform the work and furnish services as described in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the sufficiency of which is acknowledged, the parties agree hereby as follows:

Definitions. Capitalized terms not defined within the text of the Agreement shall have the respective meanings ascribed to such terms herein or as set forth below:

"2U's Intellectual Property" means the Platform, including all patents, copyrights, trademark rights and other intellectual property rights in the Platform; all other technology, computer programs and software source code developed for the Platform, including 2U-developed or 2U-acquired user interface designs necessary to facilitate access to University's Intellectual Property via the Platform; logic and data modules, algorithms, feature sets and source code, and documentation relating thereto; all micro sites and other marketing content created, developed and/or hosted by 2U as part of 2U's Promotion Strategies (but specifically excluding any University Intellectual Property which may be used or incorporated therein during the Term); Program Trademarks (as defined below), and any information 2U collects that relates to any individual other than information relating to any University student, information relating to any University personnel (including, faculty, staff, consultants or other individuals associated with University), or any Program Applicant Information.

"Admissions Procedure" has the meaning ascribed in Section 2(B)(ii) below.

"Admissions Standards" means the admissions standards applied by the School to Program applicants.

"Bridge Course(s)" means courses designed and offered by the School to Program applicants based on individual needs to better prepare Program applicants in computer science and computer security related subjects and/or other subjects as deemed appropriate by the School. For the avoidance of doubt, the School may require any admitted Program applicant to complete any or all Bridge Courses.

"Change in Control" means (i) any merger, consolidation, acquisition or similar transaction(s) resulting in the stockholders of 2U immediately before such transaction or transactions not retaining a majority of the voting power of the surviving entity, or (ii) a sale of all or substantially all of 2U's assets.

“Competitive Programs” means any program offering any Master of Science in Cybersecurity degree, or other comparable master’s degree in cybersecurity other than the Degree offered by the parties pursuant to this Agreement.

“Confidential Information” means all the business, products, services, costs, and marketing information pertaining to both on-site and online students’ admissions, performance, and post-graduation outcomes as well as all information (including academic as well as personal contact and financial information) pertaining to any faculty, staff, on-site students, on-line students, applicants, and future plans of a Disclosing Party and any other information regarded as confidential and valuable by the Disclosing Party that the Receiving Party knows or should know is regarded as confidential and valuable by the Disclosing Party (whether or not the Confidential Information is labeled as confidential) except such information that: (i) is or becomes publicly known other than through the action of the Receiving Party; (ii) that was possessed before receipt; (iii) is lawfully received from a third party not owing a duty of confidentiality; or (iv) is independently developed. For the avoidance of doubt, non-public information regarding University students, applicants, faculty and staff, and all GPA, GRE and other admission data provided pursuant to Section 2(b)(i), shall be University Confidential Information.

“Curriculum” means the Program curriculum, including all asynchronous lessons and any other course content provided by University faculty and staff.

“Degree” means the School's Master of Science degree in cybersecurity.

“Disclosing Party” means a party that discloses its Confidential Information to Receiving Party as specified in Section 8(B).

“Fiscal Year” means a period starting July 1 and ending on June 30 of the following calendar year.

“Full Time Equivalent Student” or “FTE Student” means the total number of credits started by all Program students during any Semester divided by six (6).

“Indemnified Party” means a party that is indemnified by an Indemnifying Party as specified in Section 6(D).

“Indemnifying Party” means a party that indemnifies an Indemnified Party as specified in Section 6(D).

“Non-Performing Party” means a party that breaches any of its obligations under this Agreement.

“Personal Information” means (i) any educational record of a University student or an applicant to the Program, (ii) Program Applicant Information, or (iii) other non-public personal information that relates to University students or University personnel that could be used, either directly or indirectly, to identify any such person or is otherwise protected under applicable law.

“Platform” means a technology platform for the Program, to serve as an online communication portal for students, faculty, course coordinators, course assistants, and Program staff and to enable online applications, course delivery, Program communications, development and maintenance of student portfolios, career services and such other functions as are mutually agreed to by the parties. For the avoidance of doubt, the Platform specifically excludes all third party software that the University requires or suggests students to use.

“Program” means the online distance-learning program for University developed, delivered and used pursuant to this Agreement.

“Program Applicant Information” means non-public information collected about Program applicants as part of the Program application process, including as contained within the Program application.

“Program Application Website” refers to the Program website with the domain name “cybersecurity.berkeley.edu” that is open to the public for application for admission into the Program or inquiries about the Program.

“Promotion Strategies” means all marketing and promotional strategies related to the Program agreed upon by the parties.

“Produced Segments” means the asynchronous products of the Program produced by 2U from the Curriculum, and comprised of lectures, simulations, videos, PowerPoints and other typical online course content.

“Receiving Party” means the party that receives the Confidential Information of a Disclosing Party as specified in Section 8(B).

“Residencies” means face-to-face components of the Program led in a physical environment by University faculty, staff or instructors within each other’s physical presence.

“Reviews” means due diligence on, audit, inspection and examination of 2U’s operations, computer systems, Platform and access controls directly related to the Program.

“Semester” means each spring, summer and fall semester as defined and otherwise ordinarily referred to by University.

“Territory” means the world.

“University’s Intellectual Property” means all copyrights, trademark rights and other intellectual property rights, in all of the non-technical content of the Program, including the Work Product, the Curriculum and the Produced Segments (excluding 2U’s Intellectual Property), the names “UC Berkeley,” “Berkeley,” “I School” in association with “UC Berkeley” or “Berkeley,” or other trade name, trademark, design or logo specified by University and incorporated into the Program trademark for use in connection with the Program, any domain names incorporating any of the foregoing University names or trademarks that are used for or associated with the Program, including the Program Application Website, any information provided by University to 2U and relating to any University student or University personnel (including, faculty, staff, consultants or other individuals associated with University), and any information relating to any University student, information relating to any University personnel (including, faculty, staff, consultants or other individuals associated with University), or any Program Applicant Information.

“Work Product” consists of all results and proceeds of 2U’s services hereunder in producing the Produced Segments, whether stored on tape, computer disks or otherwise, and all derivative works that are conceived, created or developed as a result of or in connection with such 2U services. For the avoidance of doubt, Work Product constitutes University’s Intellectual Property and specifically excludes all of 2U’s Intellectual Property.

- 1) 2U’s Services. 2U shall provide technological, marketing, promotional, development and support services with respect to the Program as follows:
 - A) Recruitment. 2U shall create and carry out Promotion Strategies targeted toward building awareness of the Program and generating a flow of quality applications from prospective students from the Territory. To do this, 2U shall develop a written plan and appropriate marketing materials for the Program and shall execute this plan. 2U shall fund and develop appropriate materials and shall be responsible for recruiting students into the Program.
 - i) 2U’s Promotion Strategies may include, but shall not be limited to, engaging personnel or utilizing other resources to recruit prospective students, any and all prospective student development efforts (including

online outreach) and any and all other efforts 2U utilizes and resources 2U engages as part of marketing the Program and generating quality applications from prospective students throughout the Territory.

- ii) 2U shall draft and deliver a written plan regarding the Program to the School no less than annually, and the School shall have the right to review and approve the written plan and the ongoing right to review and approve all marketing materials related to the marketing of the Program. As described in paragraph 2(A), the parties shall jointly agree to the creation of any marketing materials newly created or reformatted for the purpose of including the Program as part of University's offerings, and 2U shall be responsible for all direct costs incurred with respect thereto.
- B) Admissions Processing. 2U shall collect completed online applications for the Program and forward those applications to the School's admissions office, all through the Platform in a manner that shall be agreed upon by the parties and set forth in writing, including as amended from time to time. The application function of the Platform shall be provided via the Program Application Website.
- C) Customer Service and Counseling. In an effort to maintain a high level of customer service, 2U shall provide phone support and guidance to prospective students and to students upon matriculation and throughout the Program. Such counseling shall include technical and career issues, but 2U shall defer academic guidance to University counselors. 2U shall provide all such counseling in a manner consistent with reasonable written guidelines provided by the University.
- D) Residences. As described in paragraph 2(D), University may in its discretion require or encourage Program students to participate in Residencies as designed by the School.
- E) Curriculum Design. In the School's design of the Curriculum as described in paragraph 2(E), 2U shall provide technical assistance and recommendations with respect to content and techniques that best use the available technologies and methods embodied in the Platform in order to meet the needs of Program students. 2U may also provide other related support as necessary and as agreed by the parties.
- F) Curriculum Production and Deployment. From the Curriculum designed and created by School faculty, 2U shall produce, and shall coordinate the logistics to produce, the Produced Segments and shall prepare the Curriculum for online deployment through the Platform. Without limiting the generality of the foregoing, 2U shall be responsible for (i) all production costs with respect to each Produced Segment, including the cost of all production personnel and equipment (but not including payment to University for the use of University facilities, or salaries or other compensation of School instructional personnel), (ii) all legal clearances for music and graphics used in the Produced Segments and all legal clearances for students and others who appear in the Produced Segments, provided that the School shall cooperate with 2U in securing such clearances from School instructional personnel, and (iii) digitizing and otherwise converting all content for each Produced Segment to a medium suitable for delivery to students via the Platform. Promptly after completion of each Produced Segment, 2U shall deliver a copy of such Produced Segment to the School. All such Produced Segments shall conform to the School's design as set forth in Section 2(E) and be subject to the School's written approval prior to any distribution or other release thereof; 2U will make reasonable efforts to ensure that School online curricular materials are up to the quality standards of its classroom program and are competitive with the best of competing online programs.
- G) Program Delivery and Support. 2U shall provide consulting assistance for the School's development of the instructional content of the Program, and for its efforts to hire, train and support its faculty who deliver such instruction, all as more fully described in Schedule 1(G). Service levels defined in Schedule 1(G) shall govern 2U's support for Program students and faculty, such service levels to be revised periodically in writing upon mutual agreement by the School and 2U. Service level agreements shall include, but not be limited to, timeliness of response and user satisfaction. 2U shall provide such services as the School may reasonably require to maintain records and communications regarding academic performance. 2U shall

provide training and technical support to School faculty and other instructional personnel with respect to the use of the technologies within the Platform. Throughout the term of this Agreement and any Term Extension(s), 2U shall support the Program with a team headed by 2U's President for Graduate Programs and a designated Senior Vice President/General Manager of the company ("SVP/GM"). The SVP/GM shall be dedicated to the delivery and support of the Program, with his or her principal office located in Berkeley, California.

- H) Technology. 2U has built, and shall maintain, periodically revise, and host the Platform. 2U shall use commercially reasonable efforts to integrate tested new technologies and insights into the Program and the Platform. University may request an upgrade of the Platform if, in the reasonable judgment of University, such upgrade is necessary to maintain the reputation and competitiveness of the Program. Should the School wish to use the Platform for other programs, the related fees from 2U shall be as set forth in Schedule 1(H).
- i) Specifications and Service Levels. The Platform will be accessible through the World Wide Web, and the specifications and performance standards for the Platform and the related service level agreements are as set forth in Schedule 1(H)(i) attached hereto. Such service level agreements shall address availability of the Platform (subject to reasonable amounts of scheduled downtime for maintenance and similar matters), correction of any errors, bugs and defects in the Platform and 2U's responsiveness to students and other users experiencing problems with the Platform. At least once every twelve months following the Program Launch, 2U shall propose changes and updates to the specifications and performance standards for the Platform in order to maintain the effective performance of the Platform.
- ii) Ongoing Quality. After Program Launch, the School shall notify 2U if the Platform has failed to satisfy the specifications and standards contemplated hereby or if 2U is in default of its service level agreements, specifying any failure or default in reasonable detail and suggesting how the School would like such failure to be remedied, and 2U shall, at its expense promptly after receipt of the School's notice, modify or improve the Platform or take other corrective action in order to bring the Platform into compliance with such specifications and standards or improve its service to comply with such service level agreements. Failure of the Platform to meet such specifications and standards or of 2U to comply with such service level agreements within five (5) days after 2U's receipt of the School's notice, shall, pursuant to Section 5(C) below, constitute a material breach by 2U of this Agreement, subject to the right of University to terminate this Agreement according to Section 5.
- I) Program and Student Evaluation. 2U shall gather ongoing data of Program students to assist with overall Program evaluation, including student satisfaction with the Program, evaluation of instructors and such other matters in such form and at such frequency as the School may reasonably require. 2U shall share evaluative data frequently (as agreed upon by the parties) with the University to help drive ongoing improvement. Except as permitted by this Agreement, 2U shall not share any evaluative data relating to the Program in any form with any third party except with the express prior written consent of the University and as permitted by and consistent with applicable law and Schedule 1(K)i). The data that 2U gathers pursuant to this Section 1(I) shall constitute University's Intellectual Property unless it does not relate to any University student, University personnel (including, faculty, staff, consultants or other individuals associated with University), or Program applicant.
- J) Career Services. 2U shall use good-faith efforts to support through the Platform and through other services provided by 2U under this Agreement the career services provided by the School pursuant to Section 2(K) to Program participants and graduates.

K) Compliance.

- i) Personal Information. 2U acknowledges that University is subject to laws and regulations, which govern and restrict the collection, storage, processing, dissemination and use of Personal Information. 2U shall, and shall cause its employees, agents, servants, principals and any subcontractors, to comply at all times with all applicable laws, rules and regulations, including privacy and information security laws and regulations relating to the performance of 2U's obligations under this Agreement, University internal policies, and Schedule 1)(K)i). Without limiting the generality of the foregoing, 2U agrees (a) not to collect, store, process, disseminate or use any such Personal Information obtained from University except to the extent expressly permitted or required in the performance of its obligations under this Agreement and in compliance with law, (b) to store all such Personal Information only in secured form within 2U's information systems and (c) not to sell, distribute, release or disclose lists or compilations of any items of Personal Information unless in compliance with applicable law and with the prior written consent of University (including through the School, as appropriate) or of the subject(s) of the Personal Information to be released or disclosed. Any disclosure of Personal Information by 2U in the performance of its obligations hereunder shall be made only on a "need-to-know" basis, shall be in conformance with Schedule 1)(k)i), and subject to an applicable confidentiality agreement or other obligation substantially similar to the confidentiality, privacy and information security requirements imposed on 2U under this Agreement and applicable law.
- ii) Student Privacy Rights. Without limitation of its obligations under paragraph 1(K)(i) above, (a) 2U shall take all reasonable measures to protect the Personal Information of Program students consistent with Family Education Rights and Privacy Act ("FERPA"), (b) 2U shall furnish the School a copy of 2U's information security procedures for the storage and handling of Personal Information prior to the commencement of 2U's handling and processing of such matter, (c) 2U shall furnish the School a copy of any update or other modification of such security procedures and (d) such security procedures and all updates and modifications thereof shall be subject to the advance written approval of School.
- iii) Agency Regarding Student Information. For the term of this Agreement, the parties intend that 2U will be considered a "school official" pursuant to 34 CFR 99.31(a)(1)(i)(B) solely for the use of Personal Information, including student education records protected under the U.S. Family Educational Rights and Privacy Act (FERPA) 34 CFR 99 in order to provide the student and graduate services and all other services required hereunder throughout the Program and thereafter, including counseling of prospective students, continuing contact with graduates of the Program, and ongoing employment of Program students and graduates. Under such agency arrangement, 2U shall be under the direct control of University and must follow the same rules and laws as University with respect to all such student education records and Personal Information. University shall comply with the annual FERPA notification requirement to parents and eligible students.
- iv) Incentive Compensation Rule. 2U shall compensate its employees engaged in the recruitment of Program students, or in the supervision of such employees, only in accordance with the provisions of 34 CFR § 668.14 (b)(22), commonly referred to as the Incentive Compensation Rule.
- v) HEOA Section 495 Compliance. 2U shall remain in compliance with HEOA Section 495. Without limiting the foregoing, 2U shall, at its sole expense, have and maintain security mechanisms in place to ensure that each student registering for a course is the same student who participates in the course or receives course credit. Such security mechanisms shall, as agreed between the parties, include one or more of the following methods: (a) a secure login and pass code; (b) proctored examinations (with the parties to share equally the marginal costs of any live proctoring); and (c) new or other technologies and practices that are effective in verifying student identification. Nothing herein shall prohibit 2U from requiring Program students to purchase specific hardware intended to enable the security mechanisms referenced herein.

vi) Disability Access.

(1) 2U Obligations. 2U shall be responsible for assuring that the Platform and Produced Segments comply with all applicable federal and state laws and the University's Information Technology Accessibility Policy (appended hereto as Schedule 1)(K)(vi)) ("IT Accessibility Policy") requiring access to the Program and/or the Produced Segments for individuals with disabilities. Without limiting the foregoing, 2U agrees that: (1) the publicly facing websites developed by 2U and associated with the Program shall comply with WCAG 2.0 Level AA (unless another standard is agreed upon in the future); and (2) with respect to any person whom the University determines requires accommodation to access the Platform and/or any Produced Segments due to that person's disability, the Platform and Produced Segments shall comply with Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA (unless another standard is agreed upon in the future) at the time that each such person accesses the components of the Platform and/or the Produced Segments in the ordinary course of Program study. University shall reasonably determine, in consultation with 2U, how these legal obligations will be met in a particular case, and 2U may reasonably require University to provide additional or supplementary Curriculum materials in connection with 2U's compliance efforts. 2U shall be responsible for all required closed captioning within (i) the publicly facing websites developed by 2U and associated with the Program and (ii) the Produced Segments. The parties acknowledge that 2U is not responsible for the accessibility of any software, applications or technology platforms employed in connection with the Program over which 2U has no control. With respect to any Program applicant or Program student identifying themselves to 2U as an individual with a disability or as needing an accommodation due to a disability, 2U shall refer each such individual to University's Disabled Students Program (DSP) office or other individual designated by University and shall promptly notify University's DSP office or other individual designated by University of each such individual and the nature of their request (as applicable).

(2) University Obligations. As between University and 2U, University shall be responsible for maintaining the "Information Technology Accessibility Program" (ITAP) (as set forth in the IT Accessibility Policy). In addition, the University shall be responsible for compliance with IT Accessibility Policy and all applicable federal and state laws requiring access to the Program (excluding the Platform and Produced Segments) for persons with disabilities. Without limiting the foregoing, with respect to any person whom the University determines may require accommodation and excluding the closed-captioning obligation of 2U set forth above, the University shall ensure that all content provided by the University for inclusion in the Produced Segments or used in the Program at the University's direction comply with the IT Accessibility Policy. At University's request, 2U shall provide reasonable assistance to University in executing the University's responsibilities covered by the IT Accessibility Policy as applicable to the Program. University shall be responsible for any required closed captioning within user (*i.e.*, faculty and student) generated audio or video content excluding any user generated audio or video content that is incorporated into the Produced Segments. 2U shall not be responsible for compliance of user (*i.e.*, faculty and student) generated audio or video content with applicable federal or state laws, WCAG (or other standard agreed upon in the future) or the IT Accessibility Policy. University shall be responsible for making real-time faculty presentations accessible and all costs associated therewith.

(3) The parties acknowledge that as of the Effective Date, post-production audio descriptions of the Produced Segments may present an undue burden and/or fundamental alteration of the Program.

vii) Export Control. University shall be responsible for satisfying all compliance requirements applicable to the Program under the U.S. export control laws and regulations (the "U.S. Export Control Laws"), provided that 2U shall follow all reasonable University directives in furtherance thereof, including but

not limited to any licensing requirements and/or any requirements relating to Platform access restriction under U.S. Export Control Laws.

L) Monitoring and Audits Generally.

- i) 2U shall regularly (a) measure, monitor and track the performance of its services, obligations, and Platform; and compare such performance to the service level agreements and other specifications and standards provided for in this Agreement, (b) detect and promptly cure deficiencies and (c) report such deficiencies and cures to the School on a quarterly or other basis as agreed between the parties in a form mutually agreed by the parties from time to time. Such assessment of the performance of 2U's services and obligations shall include providing the School an opportunity to assess or comment to 2U on 2U's performance of its services and obligations, irrespective of any other measurements.
- ii) At least annually as requested by the School, 2U shall provide reasonable, mutually acceptable, written certifications as to 2U's compliance with applicable laws, the service level agreements and other specifications and standards provided for in this Agreement, and such other matters as may be reasonably requested by the School. For the avoidance of doubt, such written certifications shall include any sub-certifications reasonably required by the School to enable the School to provide its own written certifications to any students, graduates or regulators as required by applicable law or contract. The School shall consult with 2U prior to agreeing to provide certifications with regard to the Program that will require a 2U sub-certification.
- iii) Upon the School's request, 2U will promptly furnish (in a time frame not to exceed fifteen (15) business days) the School's authorized representatives, auditors, and representatives of the University's Chief Financial Officer) copies of (a) applicable 2U records, including testing results (whether conducted by 2U or a third-party), (b) 2U's compliance policies and procedures applicable to 2U's operations related to its services and obligations, and (c) any other records required to be delivered by 2U pursuant to this Agreement in each case in order to conduct Reviews or as otherwise relating to 2U's performance under this Agreement for purposes of verifying any sums discussed in Section 3 hereof. At the School's reasonable request and expense, Reviews also may include "ethical hacks," penetration testing or other testing of the 2U system and 2U's information security, data protection, disaster recovery, business continuity and confidentiality policies, procedures and safeguards. The School agrees that Reviews will be completed at 2U's facilities when relating to assessment of the Platform such that on-site review is the only reasonable way to perform the assessment upon reasonable advance notice during regular business hours. The parties will cooperate in good faith to minimize the disruption associated with on-site Reviews, including the timing of such Reviews. Notwithstanding any of 2U's obligations set forth in this paragraph, 2U's release of any information hereunder shall be deemed Confidential Information for purposes of this Agreement to the extent it does not meet one of the exceptions set forth in the definition of that term.
- iv) If 2U receives a request or demand from an applicant, student or graduate of the Program, or a regulator in regard to University or the School or a student or graduate of the Program, requesting a Review, 2U shall notify University or the School (as appropriate) promptly, and 2U shall work with University and/or the School (as appropriate) or any such student, graduate or regulator in conducting and responding to any such request for a Review, provided that 2U shall not be required to provide a Review to a third party (excluding regulators), except as required by law.
- v) 2U will discuss with School personnel, or provide summaries to the School of, any material violations of 2U's code of ethics, laws, or other compliance-related policies and procedures (whether internal to 2U or where compliance with University policy is required by this Agreement) by 2U personnel related to 2U's performance hereunder, and 2U will promptly notify the School of (and, if requested by the School, provide the School summaries of) material changes to 2U's code of ethics and other

compliance-related policies and procedures applicable to 2U's performance hereunder. Notwithstanding any of 2U's obligations set forth in this paragraph, any release of information shall occur in a manner that ensures that the confidentiality and integrity of such information is maintained.

- vi) Without limiting any other provision contained herein, if 2U becomes aware, for any reason, including as a result of any self-testing, "ethical hack," penetration testing or other monitoring or other Review contemplated in this Section 1(K), of a deficiency in meeting any service level or other specification or standard in the performance of any service or obligation under this Agreement, then 2U shall promptly, at its expense (a) perform an analysis to identify the cause of any such failure or deficiency, (b) provide the School with a report identifying the cause of such failure or deficiency and describing the intended procedure/steps for correcting or resolving such failure or deficiency and the timeline for completing such procedure/steps, (c) if requested by the School, meet with the School (in person or by teleconference) to discuss such failure or deficiency and such intended procedure/steps and timeline, (d) promptly cure such failure or deficiency and (e) after such failure or deficiency is cured, promptly notify the School that such failure or deficiency has been cured.

M) Data Sharing. 2U shall provide the following information to the School via electronic access, updated daily: (a) the number of prospective students contacting 2U as of that date during the month; (b) the number of non-completed applications in the process of completion as of that date during the month; (c) the number of completed applications sent, delivered or otherwise transmitted to the School as of that date during the month; and (d) such other information as may be mutually agreed upon by the parties from time to time. Except as permitted by this Agreement, 2U shall not share any such Program application related information or data in any form with any third party except with the express prior written consent of the University and as permitted by and consistent with applicable law and Schedule 1(k)i).

N) 2U Employees & Contractors. 2U shall be responsible for any liabilities arising from 2U's employees and use of subcontractors hereunder. At the School's reasonable request, except if such removal is prohibited by law, 2U agrees to promptly remove from involvement with the Program or from providing services hereunder any 2U employee or contractor, provided that such employee or contractor is one who (i) uses an email address with a domain of "berkeley.edu," (ii) holds himself or herself out as acting on behalf of University or the School in the course of performing services under this Agreement, or (iii) for whom the Program constitutes 50% or more of his or her employment responsibilities.

2) University's Services. The School shall be exclusively responsible for ensuring the academic quality and academic integrity of the Program, including the following:

A) Recruitment. The Program shall be branded with a trademark mutually agreed upon by the parties ("Program Trademark"). University and the School shall promote the Program as in the same method and manner as in-classroom programs at the School, including placement on the School's website (if such placement is given to any other School program), within the School's career center, and at all student recruitment events and professional school fairs attended by School representatives in a manner comparable to the promotion of the School's in-classroom Degree program, and, to the extent University and/or the School promotes the School's in-classroom Degree programs, it will promote the Program in a comparable manner, including by characterizing the Program as equal in quality to the in-class program. Further, the School shall consult with 2U in the development of additional Promotion Strategies, and the School shall have the right to review and approve all marketing and other materials related to the Program prior to their use.

B) Admissions Processing and Financial Aid.

- i) After the School's receipt of a complete application from 2U (as set forth in Section 1(B) above), the School shall, in its sole discretion, determine which qualified students shall be admitted to the Program

based on the Admissions Standards and by applying the Admissions Procedure. The process shall be as objective as possible to help make the process predictable for the parties and for students. The School shall share with 2U non-personally identifiable GPA, GRE and other admissions data (showing, for example, percent of admits in bands of college GPA and other relevant admissions qualifications) to assist 2U in developing an understanding of the School's admissions process, determining how to apply admissions standards, and making projections, provided that, except as permitted by this Agreement, 2U shall not share any such data in any form with any third party except with the express prior written consent of the University and as permitted by and consistent with applicable law and Schedule 1(k)i). After receipt of an applicant's completed application, for ninety percent (90%) of applications, the School shall admit or reject each applicant, within ten business days (excluding campus holidays and closures) and will readmit students for matriculation in accordance with the School's standard matriculation timelines.

ii) After consideration of a Program applicant's Program application, the School shall follow the following Admissions Procedure:

- (1) admit the Program applicant to the Program;
- (2) deny the Program applicant admission to the Program; or
- (3) (i) articulate to the Program applicant the required Bridge Course(s) necessary to be admitted to and remain enrolled in the Program; (ii) admit such Program applicant to the Program; and (iii) require such Program applicant to successfully complete the articulated Bridge Course(s).

iii) The School shall, in its sole discretion, establish Admissions Standards for the Program, which the parties anticipate shall be at least as competitive as those for any of School's residential degree programs. The School and 2U shall cooperate to make the admissions process and the application of admissions standards streamlined, transparent and clear to enable 2U to target its promotional

iv) efforts to students likely to be accepted.

v) University shall be solely responsible for the administration of all financial aid programs and will process all requests for aid quickly. University shall provide financial assistance to Program students similar to that offered students in the School's classroom degree program. 2U shall not be involved in any manner in the award or disbursement of financial assistance provided pursuant to Title IV of the Higher Education Act of 1965, as amended. The parties may agree to provide scholarships and fellowships to Program students in accordance with the terms specified in Section 3 below.

C) Student Service and Counseling. Once admitted to the Program, students shall, to the extent practicable given the inherent differences between in-classroom and online students, have similar rights and privileges and receive services similar to those received by the School's in-classroom Degree students. The School shall ensure the availability and participation of School faculty and staff, and provide academic counseling in Program requirements, add/drop policies, probations, leave of absence and similar matters. Subject to Section 3(C)(v) below, the University may assess Program students fees for on-campus activities (*e.g.*, an on campus gymnasium charge) ("Berkeley Campus Fees") only to the extent that it assesses those fees on all other graduate students enrolled at the University. The School shall provide academic counseling to Program students (in-person to students visiting the campus and by telephone or internet to others) to answer questions concerning incoming/outgoing transfer credits, specific prerequisite academic or certification requirements, academic petitions or disputes and leaves of absence. The School shall provide academic support to any student in danger of dropping or being dropped from the Program, and shall provide academic support to Program students equivalent to the academic support provided to in-classroom students.

- D) Residencies. The Program may, at the option of the School, include a Residency as designed by the School, and the University will establish locations and other logistics as University deems necessary to conduct and implement any such Residency.
- E) Curriculum Design. The School shall be solely responsible for the timely design, timely creation and ongoing revision of the Curriculum, making its reasonable efforts to have the framework of the Curriculum set by April 2017, so that the Program can be launched by January 2018. University shall require School faculty members' timely participation in the creation and design of the Curriculum and in any modifications thereof. As required by 2U and the Platform, School faculty or other personnel provided by the School shall provide reasonable assistance (including timely participation) to 2U's web team in the adaptation of the Curriculum for the Program to web-based presentation via the Platform. The School shall be solely responsible for the ongoing review and revision of the Curriculum as the School determines, at its sole discretion, to be necessary and appropriate to maintain the academic quality and academic integrity of the Program, provided that 2U shall use reasonable efforts to promptly include such revisions into the Produced Segments. Further, while 2U and the School are initially readying the Curriculum for the Program, the School shall provide 2U with meeting space at the School for 2U employees in order to facilitate such employees' interactions with participating faculty. The School shall ensure the availability and participation of faculty and other personnel to achieve the Curriculum design as set forth in this Section 2(E). University shall be responsible to obtain any legally required rights, permissions, consents or other clearances required, whether relating to copyright or otherwise, with respect to the use of any content or materials (educational or otherwise) incorporated into the Curriculum (excluding any clearances required for the Produced Segment more generally pursuant to Section 1(F)). University shall not sell, or directly or indirectly permit to be sold by any third party, the Curriculum, any Produced Segment(s) and/or any Work Product, for any purpose during the term or any Term Extensions. For the avoidance of doubt, the foregoing sentence shall not be construed to prohibit or restrict current or former members of University's faculty having an ownership interest or similar such rights in or to the Curriculum, Produced Segment(s) and/or Work Product pursuant to applicable University policy from exercising such interest or rights consistent with and pursuant to applicable University policy.
- F) Curriculum Production and Deployment. The School shall use reasonable efforts to prepare drafts of the syllabi (and to obtain timely any required internal approval(s)) (i) on or before May 2017, for the courses to be included at the time of Program Launch, and (ii) on or before the date(s) to be mutually agreed upon by the parties for courses to be offered subsequent to Program Launch. The School shall also use reasonable efforts to develop such syllabi into appropriate materials in time for production to meet such schedules. The School shall secure the commitment of those School faculty members and other instructional personnel selected by the School for the Produced Segments and for any modifications to the Curriculum required by the online delivery mechanism. Unless otherwise agreed in writing by the parties, the School shall be solely responsible for the expense of such faculty, other instructional personnel and other University and School staff. Each Produced Segment shall conform to the School's design and be subject to the School's review and written approval prior to any distribution or other release thereof. Each course approved by the School shall be released for distribution on the Platform as such course is approved, subject to the provisions of Section 1(G) and 1(H) hereof. University and the School shall be solely and exclusively responsible for ensuring that University's faculty members do not at any time use any Produced Segment, in whole or in part, for any purpose other than (i) as part of the Program or (ii) as permitted pursuant to Schedule 1(H), and that all such use shall be otherwise in accordance with this Agreement.
- G) Course Development & Support. Each course that comprises Produced Segments shall be taught exclusively by School faculty and other instructional personnel selected by the School. The School and 2U shall be jointly responsible for the creation of a training curriculum and the School shall be responsible for the hiring, training, support, management and oversight of the work of the School faculty and other instructional personnel, provided that 2U will provide consulting support to assist the School in such efforts, in the School's development of the instructional content of the Program, and in the School's efforts to hire,

train and support its faculty who will deliver instruction within the Program. The School shall use reasonable efforts to maintain faculty availability, experience, quality and student to faculty ratio similar to those of competitive degree programs. At 2U's reasonable request, University and the School shall provide 2U with access to information pertaining to both classroom-based and online students' admissions, non-aggregated academic performance, Program satisfaction and post-graduation outcomes, as well as information pertaining to relevant faculty, staff information, to the extent permitted by and subject to the requirements of FERPA and such other laws and regulations as may pertain. The School shall identify the course materials to be used within the Program reasonably in advance of each Semester.

- H) Technology. The School shall, upon 2U's reasonable request, advise and consult with 2U as to the design of the Platform and its sufficiency for use for the Program. At 2U's request, the School shall participate with 2U in the testing and, as necessary, re-testing of the Platform as contemplated by Section 1(H) above.
- I) Academic or Other Certifications. University and the School shall be responsible to secure any accreditations, registrations or approvals with respect to the Program as may be necessary to operate in any domestic or international jurisdiction or to otherwise accomplish the activities set forth in this Agreement. 2U shall provide to University and the School reasonable assistance in securing such accreditations, registrations or approvals as University and the School may reasonably request and as mutually agreed by the parties. 2U shall prepare all necessary applications and/or other forms associated therewith for review and approval by University and University shall execute and file all such approved applications and/or other forms and, as an expense of the Program, pay all associated filing fees.
- J) Evaluation. The School shall oversee the Program evaluation, utilizing University and School data and the data gathered by 2U pursuant to Section 1(I) above and other available data. University and the School shall at their sole discretion determine satisfaction of degree requirements, award all grades, and confer all degrees. University and the School shall share evaluative data frequently (as agreed upon by the parties) to help drive ongoing improvement of the Program, provided that, except as permitted by this Agreement, 2U shall not share any evaluative data relating to the Program in any form with any third party except with the express prior written consent of the University and as permitted by and consistent with applicable law and Schedule 1(k)i).
- K) Placement. The School will, to the extent practicable given the inherent differences between in-classroom and online students, make its career counseling and placement resources available to Program students on a basis similar to that provided to students enrolled in the School's in-classroom Degree program, including in-person meetings to the extent Program students visit the School's campus.
- L) Alumni. University and the School shall be solely responsible for the management of alumni relationships, provided that the School may request 2U to provide reasonable assistance in maintaining contact with Program alumni and tracking their career progress.
- M) Data Sharing.
 - i) University and/or the School (as applicable) will provide 2U with real time electronic access to: (a) information about Program students, which shall include University identification number, name, address, University email address and any activity restrictions (e.g., financial, health or other holds on newly admitted and registered students); (b) Program professor and administrator information, which shall include basic information regarding each Platform user and his or her role; (c) Program course information, which shall include information regarding student registrations for courses and sections, section numbers, professors and related information; and (d) such other information as may be mutually agreed upon by the parties from time to time. Information released to 2U in compliance with this provision shall be deemed University Confidential Information and any Personal Information contained therein shall be handled in accordance with Section 1(K) hereof.

- ii) University and/or the School (as applicable) hereby permits 2U to share the following quantitative and anonymized information: number of prospective students opting in to receive information about an “Other Program” offered by an “Other Program School” (as such terms are defined in Section 11) below), number of such prospective students applying to such Other Program offered by such Other Program School, number of prospective students enrolling in such Other Program offered by such Other Program School, general synopsis of prospective students applying to and/or enrolling in such Other Program School, and such other information which 2U and the Other Program School agree in writing to share) regarding prospective students generated by any marketing property identifying both University and/or the School (as applicable), and any Other Program School/Other Program where University and/or the School (as applicable) is/are primarily identified and the Other Program School(s)/Other Program(s) is/are secondarily identified (through any marketing technique approved herein or otherwise in accordance with this Agreement) with any Other Program School that has agreed to provide reciprocal rights to 2U to share like information with University and/or the School (as applicable) where such Other Program School/Other Program is primarily identified in any marketing property that secondarily identifies University and/or the School (as applicable).

3) Accounting.

A) Fiscal Year. The first Fiscal Year of the Program shall end on June 30, 2019.

B) Program Tuition. University shall collect all Program tuition. University shall have the sole authority to set tuition for the Program. Except as set forth in Section 2(C) above, tuition, non-tuition fees and other charges for Program students shall be no lower than those for comparable classroom students of the School, provided the School may impose additional fees or charges for activities only available to online students.

C) Finances. University shall compensate 2U as follows:

- i) University shall calculate the number of FTE Students in each Semester. For its technology, curriculum production and deployment, student recruiting, technical support and other services, 2U shall receive \$9,333.33 (“Base Fee”) per FTE Student in each Semester. 2U shall be paid for any partial FTE Student on a percentage basis.
- ii) The initial per Program credit charge shall be \$2,592.59. The total number of credits required to successfully complete the Program and obtain the Degree is twenty-seven (27). Should University increase the price per Program credit charged to Program students at any time, the Base Fee set forth in Section 3(C)(i) above shall automatically increase by the same percentage; that is, in the amount of the percentage of the increased price per Program credit over the immediately previous price per Program credit.
- iii) The Base Fee set forth in Section 3(C)(i) shall be effective as of the Effective Date. Any increases to the price per Program credit charged to Program students at any time after the Effective Date shall be subject to Section 3(C)(ii) above.
- iv) The parties agree that the University on-campus students shall be allowed access to the Platform and Produced Segments in exchange for certain fees as more fully set forth in the Schedule 1(H) attached hereto and incorporated hereinto as a part of this Agreement.
- v) Without affecting the parties’ rights and obligations under subsections (i) through (iv) hereof, University may retain 100% of the Berkeley Campus Fee, if any, charged to Program Students in any Semester. Notwithstanding anything to the contrary contained herein, in no event will the Berkeley Campus Fee exceed \$2,000 per Program year.

D) Reports and Payment.

- i) For each Semester during the term of this Agreement, University shall provide to 2U the following reports on or before the 30th day after the commencement of each Semester, (a) a listing for such Semester of: (i) the students offered admission by University to the Program, (ii) the students who enrolled in or dropped from each course in the Program, including a course listing for the enrolled students, (iii) the total number of credits started by each Program student in such Semester, (iv) the total number of FTE Students in such Semester; and (v) a calculation of the payments between the parties pursuant to paragraph 3(D)(ii) below for such Semester; and (b) a reconciliation of the foregoing described report against actual results obtained during the most recently completed Semester.
- ii) Concurrently with the delivery of each report required by paragraph 3(D)(i) above, University shall also pay or adjust, as applicable, the payment due to 2U for the subject Semester by electronic transfer of funds to such bank account as 2U may direct by notice to University no later than ten (10) business days prior to the scheduled date for such electronic transfer. The payment for the most recently commenced Semester shall equal (a) the payment due to 2U (as determined pursuant to paragraph 3(C)(i) above) for such Semester (b) adjusted by changes to the amount due to 2U for Semester prior to the most recently commenced Semester.
- iii) Any payment by 2U to University to make up any post-Semester adjustment shall be paid within thirty (30) days after 2U's receipt of the applicable report.
- iv) A final payment of amounts due from either party to the other pursuant to this Section 3(D) shall be made within thirty (30) days after the termination or expiration of this Agreement.

E) Maintenance of Books and Records; Rights on Audit. University shall maintain such books and records as are necessary to substantiate all calculations and payments made in connection with the Program and this Agreement. During the term of this Agreement and any Term Extension(s) for a period of 180 days after the expiration or termination of this Agreement for any reason, 2U shall have the right to examine such books and records that are specifically related to the Program and this Agreement. The parties will cooperate in good faith to minimize the disruption associated with 2U's exercise of its rights pursuant to this Section 3(E). Such examinations shall be held upon reasonable advance notice to University at University's offices during normal business hours and shall take place no more frequently than once each Fiscal Year. Once a particular Fiscal Year has been so examined, such Fiscal Year shall not be subject to any subsequent re-examination pursuant to this Section 3(E) or otherwise, unless 2U can show reasonable grounds for believing that an uncorrected error that would materially affect the amounts payable to 2U for such Fiscal Year occurred in such previously examined Fiscal Year, either because a new error is subsequently found in a different Fiscal Year or 2U can demonstrate that new information evidencing such error has come to its attention. Any such examination shall be made at 2U's sole cost and expense. If such examination discloses that any amounts have not been paid or have been made in incorrect amounts, and such amounts are not in dispute, the parties shall promptly take appropriate steps to correct such errors in payment, including interest accruing at 12% per annum such interest to be calculated from the date such payment should have been made to the date on which such payment is made, and any reasonable costs of the audit.

4) Intellectual Property.

A) University Property. 2U acknowledges that University's faculty members own or shall own some of the University Intellectual Property created with the aid of 2U's services and/or licensed to 2U by University hereunder. University shall obtain all required licenses, rights and permissions from its faculty members (including all required licenses, rights and permissions for the parties to continue to use (consistent with this

Agreement) any intellectual property owned by any faculty member incorporated into the Program following any such University faculty member's termination of employment with University for any reason, as necessary for University and 2U to perform their obligations as set forth in this Agreement. As between University and 2U, University shall own and retain all right, title and interest to University's Intellectual Property, provided that nothing in the foregoing or this Agreement shall affect the ownership of any University Intellectual Property including the copyright of any underlying content by and between University and any or all of its faculty members. 2U acknowledges and agrees that (i) all Work Product shall constitute a "work made for hire" for University, as that phrase is defined in Section 101 and 201 of the Copyright Act of 1976 (Title 17, United States Code), including a work specially commissioned by University, and (ii) notwithstanding the foregoing subparagraph (i), if and to the extent 2U retains any interest in the Work Product (in whole or in part), 2U hereby grants, assigns and transfers to University all right, title and interest in and to the Work Product, and all intellectual property rights therein, including all patent, copyright, trade secret and other proprietary rights, and the right to make any modifications, adjustments or additions thereto (2U hereby expressly waiving any *droit moral* or similar rights to object to any such changes), the right to make and distribute derivative works thereof and the right to all claims for past infringement thereof. Upon University's request, 2U shall execute and deliver to University all documents and instruments, including copyright assignments, and shall otherwise assist University, at University's expense, to perfect in University the sole and exclusive right, title and other interests in the Work Product. In the event University is unable, because 2U is no longer in business, to obtain the signature of 2U to any document or instrument necessary or desirable to apply for protection of, or to enforce any action with respect to, any intellectual property right in or to the Work Product, 2U hereby irrevocably designates and appoints University and its duly authorized officers and agents as 2U's agent and attorney-in-fact, whose power is expressly coupled with an interest, to act for and on behalf of 2U, to execute such documents and instruments and to take all lawfully permitted actions to protect University's interests in any intellectual property right with the same legal force and effect as if executed by 2U. During the term of this Agreement and any Term Extension(s), University may use the Work Product solely with respect to the Program and as otherwise consistent with this Agreement. Notwithstanding the foregoing, University may use the University's Intellectual Property, including the content of all asynchronous lessons and the Work Product, and Produced Segments (including the 2U Intellectual Property contained therein), in any of University's in-class programs during the term (and Term Extension(s)) of this Agreement, provided that 2U makes no representations or warranties with respect to the usability or functionality of the Produced Segments when accessed or used outside of the Platform.

- B) **2U Property.** 2U shall own and retain all right, title and interest to all 2U's Intellectual Property, provided that, for further clarity, 2U's rights therein shall not give it any right whatsoever in or to any portion of University's Intellectual Property, none of which may be used by 2U except in accordance with the express terms of this Agreement. Anything in this Agreement to the contrary notwithstanding, this Section 4(B) shall not apply to software licensed from persons or entities other than the parties and included in 2U's Intellectual Property by mutual agreement of the parties. University hereby expressly acknowledges that 2U shall be the owner of the Program Trademark and all logos, designs, or other branding feature(s) relating to the Program Trademark, excluding any University Intellectual Property (as already set forth in the definition of University's Intellectual Property). University acknowledges that 2U shall have the right to take any and all actions necessary to apply to the United States Patent and Trademark Office for Program Trademarks, and to otherwise take any and all actions necessary to maintain and protect Program Trademarks. University's acknowledgment of 2U's ownership of Program Trademarks is subject to the express conditions that (i) the parties shall remain at all times obligated to utilize Program Trademarks solely in connection with the Program and consistent with this Agreement; and (ii) 2U shall execute a royalty free licensing agreement with the University with respect to the University's use of any 2U-owned Program Trademark after termination of this Agreement. Should the Program Trademark contain any University Intellectual Property, 2U expressly acknowledges that University shall be the owner of such Program Trademark and shall have the right to take any and all actions necessary to apply to the United States Patent

and Trademark Office for such Program Trademark, and to otherwise take any and all actions necessary to maintain and protect Program Trademarks that contain University Intellectual Property.

- C) License of University Intellectual Property. University grants to 2U the non-exclusive right to use, during the term of this Agreement and any Term Extension(s), the names “UC Berkeley,” in combination with the “I School,” any Program Trademark(s) owned by the University, and/or any other trade names, trademarks, service marks, any domain names used for or associated with the Program and containing University’s Intellectual Property, designs and logos specified by University solely for use by 2U in connection with the Program, including 2U’s marketing and promotion of the Program, subject to the School’s prior approval of the form and manner of each such use. Subject to the limitation of the foregoing sentence with respect to University trademarks, trade names, trademarks, service marks, designs and logos, University and the School grant to 2U the non-exclusive right and royalty free license during the term of this Agreement to use all of University’s Intellectual Property within the Territory *only* to the extent necessary for University’s Intellectual Property to be incorporated into or used with the Program pursuant to the terms of this Agreement (but specifically including 2U’s marketing and other obligations set forth herein). Such right and license shall include without limitation (except that the use must be pursuant to and in furtherance of the terms of this Agreement) a license of all rights under copyright and the rights to reproduce and copy University’s Intellectual Property in all editions, versions and formats for print and in any other form or medium, whether now known or hereafter known, throughout the Territory, including electronic, magnetic, digital, laser, or optical-based media (but excluding the right to make any changes in University’s Intellectual Property or to create derivative or related products). 2U shall acquire no rights in any of University’s Intellectual Property or in any of University’s or the School’s trade names, trademarks, service marks, designs or logos from 2U’s use hereunder. 2U shall require any party to whom or to which it grants (as permitted by and in accordance with the terms and conditions of this Agreement) a sublicense of any University Intellectual Property to be bound by terms no less restrictive than those set forth in this Section 4(C).
- D) License of 2U Intellectual Property. 2U grants to University and the School the right and license during the term of this Agreement and any Term Extension(s) to use all of 2U’s Intellectual Property, including a license of all rights under copyright and the rights to reproduce and copy 2U’s Intellectual Property in all editions, versions and formats for print and in any other form or medium, whether now known or hereafter known, throughout the world, including electronic, magnetic, digital, laser, or optical-based media, for use *only* in conjunction with:
- (i) the School’s delivery of the Program as anticipated by this Agreement,
 - (ii) the School’s and non-Program students’ use of the Produced Segments and/or Work Product pursuant to Schedule 1(H),
 - (iii) the School’s and/or non-Program students’ use of the Platform pursuant to Schedule 1(H), and
 - (iv) as otherwise agreed by the parties in writing in ways that are not competitive with the Program, provided that all such uses comply with the terms of this Agreement.
- 2U shall also grant to each student enrolled in the Program a royalty-free license to use the 2U Intellectual Property as part of the School’s permitted delivery of the Program to such student.
- E) Other Uses of Marks. Other than the licenses granted in Sections 4(C) and 4(D), no party may use the other’s name, trademark, sign, logo or similar designation without each other’s prior written approval, which may be granted in such other’s sole discretion. The rights under Section 4(C) above may not be (i) transferred, except upon a Change in Control or (ii) sublicensed.
- F) Infringements by Others. Each party shall promptly report in writing to the other during the term any known or suspected infringement of any of University’s Intellectual Property or 2U’s Intellectual Property

of which such party becomes aware, and shall provide the other with all available evidence supporting such known or suspected infringement or unauthorized use.

- G) Infringements by Parties. In the event that a party becomes aware of any claim that the practice by either party in the development, production, promotion, marketing or distribution of the Program infringes the intellectual property rights of any third party, such party shall promptly notify the other party. In any such instance, the parties shall cooperate and shall mutually agree upon an appropriate course of action. Each party shall provide to the other party copies of any notices it receives from any person or entity other than a party regarding any alleged infringement or misappropriation of third party intellectual property relating to the development, production, promotion or marketing of the Program. Such notices shall be provided promptly, but in no event after more than fifteen (15) days following receipt thereof.

5) Term and Termination.

- A) Program Launch. The parties contemplate a rollout of the Program as follows: initial launch of the Program projected to start in January 2018 (the “Program Launch”), consisting of three (3) courses and including no more than [100] students for the initial launch, provided that the parties may mutually agree to change the date of the Program Launch, and the parties shall agree in good faith as to when the Program is ready for Program Launch. The parties shall mutually agree on an additional six (6) courses (the “Additional Courses”), nine courses (9) total, to be incorporated into the Program subsequent to Program Launch. The parties shall work towards no fewer than three (3) start dates per Fiscal Year for the Program.

- B) Term. This Agreement and its term shall be deemed to have commenced on the Effective Date and continue for fifteen (15) Fiscal Years ending on June 30, 2033, subject to earlier termination or non-renewal as set forth in Sections 5(C), and 5(D) below, and subject to automatic three (3) year extensions as set forth in Section 5(E) below.

C) Termination For Cause.

- i) University may terminate this Agreement effective upon delivery of written notice in the event of any material breach by 2U of this Agreement that is not cured within 60 days of 2U receiving written notice of such breach, provided that such written notice shall describe in detail such breach.
- ii) 2U may terminate this Agreement effective upon delivery of written notice in the event of any failure by University to make payments, or any other material breach of this Agreement by University that is not cured within 60 days of University receiving written notice of such breach, provided that such written notice shall describe in detail such failure to pay or other breach. 2U may also terminate this Agreement effective one year after delivery of written notice if University unilaterally materially raises its Admissions Standards for the Program.
- iii) A Non-Performing Party that receives a notice of breach and that has reasonable grounds for the position that the alleged breach is not, in fact, a breach hereof, may apply to a court for a temporary restraining order or preliminary injunctive relief to in effect toll the period hereunder to cure such breach or other similar relief, until the court has determined whether such alleged breach is, in fact, a breach hereof.
- iv) Either party may terminate this Agreement if: (a) at any time the other party files or has filed against it a petition for bankruptcy, insolvency, reorganization or for the appointment of a receiver, and such petition is not dismissed, vacated or set aside within sixty (60) days from the commencement thereof; (b) either party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business; or (c) either party takes any action to make an assignment for the benefit of creditors or to liquidate or to dissolve.

- v) Should 2U (or its successor organization) become unable to continue to do business in the ordinary course through bankruptcy or otherwise, and following a reasonable opportunity to restructure or otherwise cure, 2U (or its successor organization) shall immediately make the Platform (including any Platform materials reasonably required for the School to use the Platform) available to University to enable the School to continue to deliver the Program and receive the benefits afforded to University under or pursuant to this Agreement, except that such rights shall be fully subject to, and only as permitted by, all applicable licensing and other agreements relating to the Platform and Platform materials. University shall be obligated at all times to maintain the confidentiality of all confidential aspects of the Platform (including any Platform materials). Should the event(s) causing University to exercise its rights under this Section 5(C)(v) be remedied, the School's right to use the Platform shall cease.
- D) UC Berkeley Termination following 2U Change in Control. Should 2U experience a Change of Control, UC Berkeley may terminate this Agreement prior to the end of the Initial Term if either:
- i) such change results in 2U being controlled by a person or entity in whom or with whom UC Berkeley would not be permitted to invest or contract based on UC Berkeley's investment policies then in effect, or because of moral, social justice or similar reasons; or
 - ii) the surviving entity following a Change in Control unilaterally makes a material reduction in the financial or other resources devoted by 2U (or its successor) to 2U's services in comparison to the Fiscal Year preceding the Change in Control or unilaterally reduces its obligations in operating plans previously agreed upon between 2U and UC Berkeley and in effect in the reasonable time frame prior to the Change in Control, subject to the notice and right to cure provisions of Section 5(C)(iii), above.
- E) Term Extension. Subject to earlier termination as set forth in Sections 5(C) and 5(D), the term of this Agreement shall automatically extend for successive three (3) year periods (each a "Term Extension") as follows: the first Term Extension (covering Fiscal Years sixteen through and including eighteen) shall become effective upon the conclusion of the thirteenth Fiscal Year of the term of this Agreement; and each subsequent Term Extension shall become effective upon the conclusion of the first year of each subsequent three (3) Fiscal Year interval thereafter (*i.e.*, the second Term Extension, covering Fiscal Years nineteen through and including twenty-one, effective upon the conclusion of the sixteenth Fiscal Year; the third Term Extension, covering Fiscal Years twenty-two through and including twenty-four, at the end of the twentieth Fiscal Year; etc.). Notwithstanding the foregoing, the first Term Extension shall not become effective upon either party providing written notice to the other party of non-extension before the conclusion of the thirteenth Fiscal Year of the original term; and any subsequent Term Extension shall not become effective upon either party providing written notice to the other party of non-extension up to two (2) years before the expiration of any Term Extension of this Agreement. Upon receipt of University's notice of non-extension to 2U, 2U shall not be obligated to expend any additional amounts as part of 2U's recruitment services described in Section 1(A) above, and any such non-expenditure by 2U shall not constitute or be deemed to be a breach of the Agreement. Notwithstanding the foregoing, the parties may mutually agree upon an amount that University shall reimburse to 2U for 2U to continue to provide its recruitment services described in Section 1(A) above ("Reimbursable Expenditure"), whereupon 2U shall continue to provide its recruitment services described in Section 1(A) above up to the amount of the Reimbursable Expenditure. In the event that 2U does not extend the Agreement (except for any reason that would permit early termination of the Agreement by University), 2U shall provide a transition plan to University that shall set forth the method and manner for the School to continue to operate the Program through a person (or person) or entity (or entities) other than 2U, as specified by University (which may include specific responsibilities to be completed by 2U upon any such non-extension by 2U and at 2U's expense), with the contents of such transition plan to be mutually agreed upon by the parties.

F) Effect of Termination. Any provision herein notwithstanding, after any termination or expiration of this Agreement:

- i) Subject to paragraph 5(F)(ii), each party shall cease all use of the other party's intellectual property, and 2U shall surrender to University all Work Product and any reproductions thereof, except for one copy that may be maintained solely for archival purposes and not distributed.
- ii) 2U and the School shall allow each student using the Platform to complete all individual courses in the Program that such student has actually commenced prior to the termination of this Agreement (except to the extent that such student is expelled by University or does not finish such course within six months following such termination or expiration). Notwithstanding any other provision of this Agreement, 2U shall be entitled to receive all amounts due hereunder for such courses.
- iii) Upon any termination or expiration, the School shall enable each then-enrolled Program student to complete his or her degree in an online format, subject to the School's right in its sole discretion to determine student evaluation, the awarding of degrees and expulsion of students for cause, and provided that such student does so diligently and within three years of termination or expiration of this Agreement.
- iv) Sections 1)(K)(i) and (ii), 1(N), 4(A) and (B), 6(D), 8, 9, and 12 through 20 of this Agreement, and any other provisions of this Agreement that are expressly stated to survive for a period after termination, shall survive termination or expiration of this Agreement.
- v) Termination of this Agreement shall not prejudice the terminating party's rights to any sums due or accrued under this Agreement prior to termination or expiration and shall not prejudice any cause of action or claim of the terminating party accrued or to accrue on account of any breach or default by the non-terminating party.

G) Transition Plan. University may, at any time, require 2U to provide, at University's expense (provided that 2U's services shall be billed at industry-standard rates), a plan setting forth the method and manner for University to continue operating the Program with University personnel and assets or through a person (or persons) or entity (or entities) other than 2U ("Transition Plan"). 2U shall cooperate with University in implementing any such Transition Plan should University terminate the Agreement as per Section 5(C) or 5(D).

6) Representations and Warranties; Indemnifications.

A) Laws and Regulations. Each party shall comply with all applicable federal, state and local laws and regulations applicable to it.

B) Representations and Warranties of 2U. 2U represents and warrants that (i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; (ii) this Agreement has been duly executed and delivered by 2U and constitutes the legal, valid and binding obligation of 2U, enforceable in accordance with its terms; (iii) the delivery and performance of this Agreement does not and will not conflict with, result in the breach of, constitute a default, with or without notice and/or lapse of time, under, result in being declared void or voidable any provision of, or result in any right to terminate or cancel any contract, lease or agreement to which 2U or any of its affiliates is bound, constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, governmental authority or arbitrator applicable or relating to 2U or any 2U affiliate, or result in the acceleration of any debt or other obligation of 2U; (iv) 2U, in its actions in connection with this Agreement, shall comply with all applicable federal, state and local laws, regulations and rules, and all University policies reasonably ("reasonably" as used in this subsection (iv) to be interpreted solely within the context of a public university setting) applicable to it or

any of its activities on behalf of or in the name of University hereunder in effect on the Effective Date, or promulgated by University after the Effective Date, reasonably applicable to it or any of its activities, and provided by the University in writing to 2U; provided that should any policy or policies (or portion(s) thereof) conflict with any term(s) of this Agreement, the term(s) of this Agreement, and not the conflicting policy or policies (or conflicting portion(s) thereof) shall apply to 2U; (v) 2U owns, or will own, the rights and interests in, or to, the 2U Intellectual Property necessary to enter into this Agreement and to be developed pursuant to this Agreement, and to grant the licenses and assignments of such property described in this Agreement; (vi) 2U Intellectual Property do not, and will not, infringe any statutory or common law copyright, patent, privacy, trade secret or other intellectual property right of any third party; (vii) 2U has not previously assigned, pledged, licensed or otherwise encumbered any rights or interest in, or to, any component of 2U Intellectual Property in any way that would interfere with or prevent the grant of the licenses and assignments of such property described in this Agreement, nor will assign, pledge, license or otherwise encumber any rights or interest in, or to, any component of 2U Intellectual Property in any way that would interfere with the assignment or licenses granted hereunder; and (viii) on the Effective Date of this Agreement, 2U has access to sufficient financial resources to fulfill its obligations under this Agreement.

2U further represents and warrants that (i) it is, and to the best of its knowledge will be, in sufficiently sound financial and operational condition for it to satisfy its obligations hereunder, and that during the term of this Agreement, other than any Change in Control, 2U will not undertake any action that will result in, or omit to take any action necessary to avoid, impairment to its resources such as to substantially affect its ability to perform its obligations hereunder; (ii) there are no known financial, legal or any other type of liabilities encumbering 2U, whether existing or likely to materialize during the term of this Agreement to 2U's knowledge, that by themselves individually or in the aggregate are likely to substantially affect 2U's ability to perform its obligations according to the terms of this Agreement; (iii) as a learning management system and admissions and student information system, the Platform as operated and managed by 2U will perform each of its central functions of course delivery, student learning and support, communication, application and admissions support, and information management to the highest current applicable industry standards; (iv) 2U will adopt reasonable measures to ensure the integrity of all activities 2U undertakes in University's name including but not limited to marketing, recruiting, use, generation, preparation and disposition of information concerning University's students, applicants, graduates, faculty and staff; (v) 2U will keep University reasonably informed about its operation of the Program, and work with University to improve the Program throughout this Agreement; and (vi) 2U will follow University guidelines in using any University trademark or trade name pursuant to the license granted hereunder, and will not engage in any conduct that is likely to result in or omit to take any action reasonably necessary to avoid damage to the University name or reputation or the academic integrity of the Program.

- C) Representations of University. University represents and warrants that (i) it is an institution of higher education chartered by the laws of the State of California; (ii) this Agreement has been duly executed and delivered by University and constitutes the legal, valid and binding obligation of University enforceable in accordance with its terms; (iii) the delivery and performance of this Agreement does not and will not conflict with, result in the breach of, constitute a default, with or without notice and/or lapse of time, under, result in being declared void or voidable any provision of, or result in any right to terminate or cancel any material contract, lease or agreement to which University or any of its properties is bound, constitute a violation of any material statute, judgment, order, decree or regulation or rule of any court, governmental authority or arbitrator applicable or relating to University, or result in the acceleration of any debt or other obligation of University; (iv) University, in its actions in connection with this Agreement, shall comply with all applicable federal, state and local laws, regulations and rules applicable to it (provided that this representation does not impact the division of responsibilities between the parties with respect to complying with applicable law and policy, including the obligations set forth in Section 1(K)); (v) University holds, or will hold, the rights and interests in, or to, the University Intellectual Property necessary to enter into this Agreement and to grant the licenses of such property described in this Agreement; (vi) University

Intellectual Property and the trademarks licensed under Section 4 above do not, and will not, infringe any statutory or common law copyright, privacy, trade secret, trademark or other intellectual property right of any third party; and (vii) University has not previously assigned, pledged, licensed or otherwise encumbered any rights or interest in, or to, any component of University Intellectual Property or the trademarks licensed under Section 4 above in any way which would interfere with or prevent the grant of the licenses of such property described in this Agreement.

The parties agree that any breach by a party of any of its representations or warranties made in this Section (Representations and Warranties) shall constitute a material breach of the Agreement by such party subject to Section 5(C).

The parties agree that the representations and warranties (excluding Section 6(B)(ii) and 6(C)(ii) contained herein shall survive the expiration or early termination of this Agreement.

D) Indemnity.

- i) General. (a) Except as provided for in Sections 6(D)(ii) and (iii) below, 2U shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind arising out of its performance under this Agreement but only in proportion to and to the extent that such losses, expenses, damages and liabilities are caused by the negligent or willful acts or omissions of 2U, its officers, employees, or agents. (b) Except as provided for in Sections 6(D)(ii) and (iii) below, University shall defend, indemnify, and hold harmless 2U, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind arising out of its performance under this Agreement but only in proportion to and to the extent that such losses, expenses, damages and liabilities are caused by the negligent or willful acts or omissions of University, its officers, employees, or agents. (c) Without limiting the foregoing, the Indemnifying Party shall indemnify and defend the Indemnified Party against any costs, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, judgments, settlements and damages (including all damages awarded to any person or entity other than the parties payable by Indemnified Party) arising out of, or related to: (i) the inaccuracy or breach of any of the representations, warranties or covenants of the Indemnifying Party or its employees, agents, or subcontractors in this Agreement, and (ii) any breach by the Indemnifying Party, its employees, agents, or subcontractors of any applicable laws, regulations and rules.
- ii) Accessibility Claims. 2U shall defend, indemnify and hold the University harmless against any and all claims or investigations arising out of or in any way connected to any actual or alleged violation of any federal or state law (including any U.S. territory) relating to 2U's obligations to provide disability access as set forth in Section 1(K)(vi). University shall defend, indemnify and hold 2U harmless against any and all claims or investigations arising out of or in any way connected to any actual or alleged violation of any federal or state law (including any U.S. territory) relating to University's obligations to provide disability access as set forth in Section 1(K)(vi). Each such obligation includes payment of any costs associated with investigations initiated by a governmental enforcement body, settlement or verdict, including payment of attorneys' fees to which any plaintiff is entitled pursuant to federal and state law. Each party understands, agrees and acknowledges that the Indemnified Party maintains sole control of the defense of any such action, including any settlement negotiations and decisions, and any trial or appeal decisions.
- iii) Indemnification Conditions. The indemnification obligations set forth in this Agreement are subject to the following conditions: (a) the Indemnified Party must give prompt notice to the Indemnifying Party of any possible claim for indemnification under this Agreement promptly after the Indemnified Party becomes aware of such possible claim; (b) the Indemnified Party at its own expense may participate

with counsel of its own choosing and appear on an equal footing with the Indemnifying Party in the defense of any such claim; (c) the Indemnifying Party shall not consent to settle or compromise any claim without the prior written approval of the Indemnified Party, not to be unreasonably withheld, conditioned or delayed, provided that the Indemnifying Party shall not be required to obtain prior approval of the Indemnified Party for any settlement that involves only the payment of money by the Indemnifying Party, does not contain any admission of liability by or with respect to the Indemnified Party, and contains a full release of all claims against the Indemnified Party. Any delay by the Indemnified Party in notifying the Indemnifying Party shall not relieve the Indemnifying Party from any liability or obligation under this Agreement unless (and then solely to the extent) the Indemnifying Party is damaged thereby. The Indemnified Party shall cooperate in the defense of any claim for which the Indemnifying Party is indemnifying hereunder, at the expense of the Indemnifying Party, except the Indemnified Party shall bear the expense of the time of its own employees.

iv) Indemnification Procedure. Following notice of a claim or a threatened or actual suit that might result in an indemnification liability under this Section 6(D), the Indemnifying Party may, at its own expense, without obligation to do so, procure for the Indemnified Party the right to continue to use the relevant intellectual property or to replace or modify such intellectual property with products of substantially similar functionality to avoid the infringement or alleged infringement claimed, but such procurement shall not release such Indemnifying Party of its indemnification obligation under this Agreement.

7) Insurance. Each party shall be solely responsible for obtaining workers compensation insurance for its employees and agents and such other insurance as may be required by applicable laws. In addition, each party agrees to carry (or, in University's case, to self-insure for) general liability insurance in an amount not less than \$1,000,000 per occurrence. Any insurance policy required above shall name the other party as additional insured on broad form endorsements with respect to all bodily injury, personal injury, products/completed operations injury, advertising injury, and property damage liability arising out of the party's operations, services or products. Any such insurance policy shall be endorsed to provide that such coverage shall be primary over any coverage available to the other party under its own insurance program in the event of any suit, claim damages or loss. Each party shall provide to the other party a copy or copies of a Certificate or Certificates of Insurance, or in University's case evidence of a self-insurance program, demonstrating that the insurance coverage set forth above is in full force and effect no later than sixty (60) business days after the date of the parties' execution of this Agreement. The certificate(s) shall also evidence the insurers' agreement to endeavor to provide the other party at least 30 days' advance notice of any cancellation or material change in any policy of insurance for coverage required under this Agreement. Further, each party shall maintain any insurance coverage referenced herein for a period of five (5) years after termination of this Agreement.

8) Confidentiality.

A) Announcements. Neither 2U or any of its subsidiaries, officers, directors, employees, other affiliates or agents on the one hand, nor University or any of its subsidiaries, officers, directors, employees, other affiliates or agents on the other hand shall, without the prior consent of the other, make any public statement or announcement or any release to trade publications or through the press or otherwise without the advance consent of the other party, except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation or legal proceeding. 2U may also disclose this Agreement to potential financing parties who agree in a customary form of confidentiality agreement to keep its terms confidential.

B) Confidential Information. Each Receiving Party acknowledges that it has been informed that it is the policy of each Disclosing Party to maintain as secret and confidential all Confidential Information, and further acknowledges that such Confidential Information is of great value to the Disclosing Party. The terms of this Agreement shall be included in the definition of Confidential Information, provided however that 2U understands and acknowledges that the final executed version of this Agreement will be subject to

disclosure pursuant to the California Public Records Act. The parties recognize that in negotiating and carrying out the terms of this Agreement, each Receiving Party has and will acquire Confidential Information as aforesaid. Each Receiving Party confirms that it is reasonably necessary to protect each Disclosing Party's Confidential Information and associated goodwill, and accordingly:

Each Receiving Party shall not directly or indirectly (except where authorized by the Disclosing Party in writing), for or on behalf of the Receiving Party or any Person for any reason, divulge any of the Disclosing Party's Confidential Information to any Person other than the Disclosing Party (hereinafter referred to collectively as a "Third Party"), except as required by law, in which case, when possible, only after providing prior notice to the Disclosing Party, or use or cause to authorize any third parties to use, any such Confidential Information. Each Receiving Party shall, upon the expiration or termination of this Agreement for any reason, forthwith deliver up to the Disclosing Party, or destroy or delete as requested by the Disclosing Party, any and all documents and materials, or copies thereof, in electronic format or otherwise, in the Receiving Party's possession or under its control that relate to any Confidential Information or that are otherwise the property of the Disclosing Party, provided that the Receiving Party may maintain one copy of records containing Confidential Information for archival purposes only.

- C) Return of Confidential Information. Upon the request of the Disclosing Party at any time after the termination of this Agreement, the Receiving Party will return or destroy or delete as requested by the Disclosing party (and purge its systems and files of) all Confidential Information supplied to, or otherwise obtained by, the Receiving Party in connection with this Agreement or provide, in form and substance acceptable to the Disclosing Party, a certificate of destruction with respect to all such Confidential Information, except the Receiving party may retain one copy solely for archival purposes, which shall remain subject to the confidentiality provisions hereof.
- D) Remedies. Any breach or threatened breach by either party of any provision of this Section 8 will, because of the unique nature of the Confidential Information entrusted to it as aforesaid, cause irreparable harm to the other party and shall entitle such other party, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach or threatened breach. The parties understand and intend that each restriction agreed to in this Section 8 shall be construed as separable and divisible from every other restriction, and the unenforceability, in whole or in part, of any such restriction, shall not affect the enforceability of the remaining restrictions and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. Each party further acknowledges that the other party is relying upon such covenants as an inducement to enter into this Agreement. 2U shall cause its employees, agents and independent contractors to enter into appropriate confidentiality agreements to enforce the provisions of this Section 8. University shall cause its employees, agents and independent contractors to comply with the provisions of this Section 8. For the purposes of this Section 8, the term "person" shall mean any person, corporation, limited liability company, partnership or other entity, along with the heirs, successors and assigns of the same. The provisions of this Section 8 shall apply to a party and any affiliate of such party at any time during the term hereof, including at any time that such affiliate is no longer an affiliate of such party.

- 9) Limitation of Liability. To the maximum extent permitted by law, in no event shall either party be liable to the other or to any other person for any indirect, incidental, consequential, exemplary or special damages, of any character, including, but not limited to, damages for loss of goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of warranty or term of the Agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance. In no event will a party's aggregate liability for all claims, damages or losses under this Agreement, apart from claims, damages or losses asserted by a third party and subject to such party's indemnification obligations hereunder, exceed the greater between: (a) the amount paid by University to 2U under Section 3(D)(ii), (iii) and (iv) of this Agreement during the twelve (12) month period preceding the occurrence of the initial event that gives rise to a claim and (b) eight million dollars (\$8,000,000).
- 10) Exclusivity. This Agreement shall be exclusive among the parties, and neither the School nor 2U shall offer, or begin to develop or otherwise enter into any other agreement (either written or oral) to develop or collaborate on or offer, any Competitive Program within any part of the world during the term or Term Extensions of this Agreement, except as provided below:
- A) 2U may offer Competitive Programs as follows: (i) 2U may offer a program under another name provided that such program is not offered (a) through Stanford University, California Institute of Technology and University of California, Los Angeles; (b) through any of the following schools prior to the one (1) year anniversary of Program Launch: Harvard University, Dartmouth College, Vanderbilt University, Rice University and Emory University; or (c) through any of the following schools prior to the two (2) year anniversary of Program Launch: Princeton University, Columbia University, University of Chicago, Massachusetts Institute of Technology, Duke University, University of Pennsylvania, John Hopkins University, Brown University, Cornell University, University of Notre Dame, Carnegie Mellon University, and University of Virginia (collectively, "Restricted Competitive Programs"), provided that the foregoing notwithstanding, 2U may offer any Restricted Competitive Program upon receipt of notice from the University of non-extension of the original term or any Term Extension of this Agreement pursuant to Section 5(E). The parties agree that (i) unless and except as otherwise agreed in writing by the parties, under no circumstances whether during or after the term of this Agreement (or any Term Extension) shall 2U utilize the Curriculum, Work Product, University's Intellectual Property, or other University materials or Confidential Information in offering any Competitive Programs; and (ii) 2U shall create, implement and maintain an "ethical wall" to ensure complete separation of personnel identifying themselves as working for University from personnel identifying themselves as working for any Competitive Program.
- B) University and/or School may offer Competitive Programs in only traditional on-campus (i.e., faculty-student instruction occurring on a face-to-face basis) at any time, provided that the University does not utilize any 2U Intellectual Property or 2U Confidential Information in offering such program.

11) Permission For Certain 2U Marketing Activities

- A) Definitions. The following capitalized terms below shall have the meanings ascribed to them below:
- a. "Cybersecurity Related Program(s)" means online graduate programs in fields related to cybersecurity, including, without limitation, graduate degree programs in the science of the protection of computers and computer networks.
- b. "Highly Qualified Opt-in Individual" means any Opt-in Individual (as defined in subsection 11)B)i) below) who input his or her contact information to request Program information (i) by clicking on a link originating within a University or School (i.e., non-2U managed) web property; or (ii) as the direct result of his or her web search containing the word "Berkeley" (as reported to 2U by the applicable search engine); and (iii) who indicated that he or she had taken or registered for the GRE and/or GMAT test (provided that any Opt-In Individual

inputting his or her contact information to request Program information on a landing page or other web property that does not inquire whether that individual has taken or registered for the GRE and/or the GMAT test shall be deemed to have taken or registered for the GRE and/or the GMAT test).

- c. “Permitted Competitive Program(s)” means Competitive Programs other than Excluded Competitive Programs.
- d. “Other Program(s)” means the Permitted Competitive Program(s) and Cybersecurity Related Program(s).
- e. “Other Program School(s)” means any school with which 2U offers an Other Program.

B) Permitted 2U Activities In Relation to Other Programs. 2U may, in connection with Other Programs, engage in the following activities involving Program applicants and other visitors of the Program Application Website:

- i) Option Box. Including a checkbox option (“Option Box”), in substantially the same form as shown in the attached Exhibits A-1 and A-2, on any landing page or other web property (including, as in the case of Exhibit A-2, within the Program application) where an individual is provided the opportunity to input his or her contact information to request Program information which, when checked by the individual (the “Opt-in Individual”), requests 2U (identified as set forth in Exhibits A-1 and A-2) to provide information (without identifying programs by name(s) or school(s)) about Other Program(s), in addition to the information to be provided about the Program, subject to the following:

1. beginning on the eleventh (11th) day after a Highly Qualified Opt-in Individual submits a request for information about the Program with the Option Box “checked” (e.g., such as in the manner set forth in Exhibits A-1 or A-2), 2U may make Telephonic Communications (“Telephonic Communication” to mean any verbal conversation (via telephone, Skype, FaceTime or other synchronous medium) with, or voice message left for, the Opt-in Individual) with such Highly Qualified Opt-in Individuals about the Permitted Competitive Program(s);
2. beginning on the sixth (6th) day after a Highly Qualified Opt-in Individual submits a request for information about the Program with the Option Box “checked” (e.g., such as in the manner set forth in Exhibits A-1 or A-2), 2U may communicate via email, text message, chat, mail or other like communication in any form (“Written Communication”) with such Highly Qualified Opt-in Individuals about the Permitted Competitive Program(s);
3. after an Opt-in Individual other than a Highly Qualified Opt-In Individual submits a request for information about the Program with the Option Box “checked” (e.g., such as in the manner set forth in Exhibits A-1 or A-2), 2U may communicate (via Telephonic Communication and/or Written Communication) with such Opt-In Individual about the Permitted Competitive Program(s); and
4. beginning on the fifteenth (15th) day after any Opt-In Individual submits a request for information about the Program with the Option Box “checked”, 2U may communicate via Telephonic Communication and/or Written Communication with such individuals about Cybersecurity Related Programs, provided that for the period of fifteen (15) days through thirty

(30) days after such Opt-in Individuals submit a request for information about the Program with the Option Box “checked” (e.g., such as in the manner set forth in Exhibits A-1 or A-2), 2U’s communications with each such individual regarding Cybersecurity Related Programs shall be limited to a maximum of one (1) Written Communication and one (1) Telephonic Communication.

5. Once any Opt-in Individual responds by expressing the desire for more information or additional contact to any Telephonic Communication or responds to any Written Communication permitted by sections 11)B)i)1 through 11)B)i)4 above or starts an application to any of the Other Program(s) (“Open Opt-In Individuals”), the number of Telephonic Communications and Written Communications 2U may make to such individual on behalf of each of the Other Program(s) to which such Open Opt-in Individual has responded shall be unlimited.
6. However, subject and in addition to the requirements of sections 11)B)i)1 through 11)B)i)4 above, except for Open Opt-In Individuals, the maximum number of Telephonic Communications and Written Communications 2U may make to any Opt-in Individual from the Other Program(s) combined shall be as follows:

Number of days after contact first permitted	Telephonic Communications	Written Communications
0 – 30	4	4
31 – 60	4	4
61 – 90	2	4
after 90 days	2/each successive 30 day period	2/each successive 30 day period

Notwithstanding anything set forth above, and at all times subject to Section 11)B)i)7 below, nothing shall prohibit or limit 2U from communicating in any manner with any Open Opt-in Individual about the Other Program(s).

7. 2U shall not include or otherwise use any names, trademarks, service marks, trade-names or other indicia, or any abbreviations of any of the foregoing, of the University, in any communication, including Telephonic Communications and Written Communications, to any Opt-in Individual concerning the Other Program(s) except (i) as expressly authorized in writing by the University, and (ii) that 2U may use the names of the University in Telephonic Communications with Opt-In Individuals solely for the purpose of responding factually to inquiries made by Opt-In Individuals regarding the reason for the communication from the Other Program(s);
8. 2U shall not seek the approval of any Opt-in Individual to allow his or her Program application to be shared with or reviewed by any Other Program(s); and
9. 2U shall refrain from sending or authorizing further communications to any Opt-in Individual who “opts-out” of receiving further communications in accordance with such individual’s “opt-out” request(s), irrespective of what

medium of communication such individual selects, except to the extent that such individual subsequently “opts back-in” to receive communications after previously electing to “opt-out” of receiving further communications.

- ii) 2U may propose revisions in writing to the restrictions on Telephonic Communications and Written Communications set forth in Section 11)B)i) above once every twelve (12) months for the University’s expeditious review and approval. At the University’s request (and no more than once every six (6) months), 2U shall provide the University with anonymized statistical information regarding the identification of Highly Qualified Opt-In Individuals and visitors to various webpages covered by this Agreement.
- C) 2U may market any Permitted Competitive Program(s) by name through a 2U letter in substantially the same form as the attached Exhibit B to Opt-in Individuals and/or Highly Qualified Opt-in Individuals who were accepted into but choose not to enroll in the Program.
- D) 2U may market any Permitted Competitive Program(s) by name through a 2U letter in substantially the same form as the attached Exhibit C to Opt-in Individuals and/or Highly Qualified Opt-in Individuals with incomplete Program applications: (i) who have disengaged with 2U regarding the Program based on criteria to be determined by the parties; or (ii) whom 2U and the University reasonably predict are not otherwise academically qualified or interested in the Program.
- E) 2U may market any Permitted Competitive Program(s) by name through a 2U letter in substantially the same form as the attached Exhibit D to Opt-in Individuals and/or Highly Qualified Opt-in Individuals who were denied admission into the Program.
- F) 2U shall secure the same or similar marketing rights as those set forth in this Section from any such Permitted Competitive Program School to allow any such Permitted Competitive Program prospective students and applicants (as applicable) to request information about and/or apply to the Program via the same or similar Promotion Strategies as set forth in this Section
- G) Any provision in this Agreement to the contrary notwithstanding, the University hereby grants to 2U, solely to the extent necessary to enable 2U to exercise the rights granted by the University to 2U in this Section 11, a non-exclusive, royalty-free license to use the following of the University’s Intellectual Property: Program Applicant Information, and the trademarks and names of School of Information, Berkeley, cybersecurity@berkeley, the University of California, UC, and the image of Campanile, only as shown in the attached exhibits and as otherwise set forth in this Agreement.
- H) For the avoidance of doubt, nothing in this Agreement shall limit, or be deemed to limit, 2U’s rights to recruit for or market the Permitted Competitive Program(s) where 2U’s communications or other materials do not contain or otherwise utilize any of the University’s Intellectual Property (including Program Applicant Information) or Confidential Information.
- I) 2U agrees that all branding of the Permitted Competitive Program(s) shall be distinctive from the branding of the Program (e.g., distinctive color palette, photography, iconography, tone, language style and other prominent branding elements).
- J) Should 2U send any communication in violation of the permissions granted by the University in this Section 11, 2U shall notify the University of any such improper communication(s) within seven (7) business days of 2U’s knowledge thereof.

12) Force Majeure. The nonperformance of either party to this Agreement, except nonperformance of payment obligations, will be excused to the extent that performance is rendered impossible by any act of God or circumstances beyond the control of a party and without its fault or negligence, including fire, war, riots, flood, earthquake, failure of third party hardware or software, governmental acts or orders or restrictions, or power or communications failure (each a “Force Majeure Event”), provided that the non-performing party gives prompt notice of such Force Majeure Event to the other party and makes all reasonable efforts to remove such causes of nonperformance promptly and perform whenever such Force Majeure Event has ceased. In the event that the Force Majeure Event continues and prevents substantial use of the Program for more than forty-five (45) days, either party may terminate this Agreement with respect to that School upon written notice to the other party, and upon such termination, neither party shall have any further obligation or liability to the other except as set forth in Section 5(G) hereof.

13) Sharing of Information. University and 2U shall share information (including access to appropriate electronic data), but only to the degree permitted by applicable law and guidelines. Upon reasonable request, both parties shall share information about online and in-classroom students’ admissions, performance, and post-graduate outcomes. All information shared under this Section 12 shall be deemed University Confidential Information, whether it constitutes Personal Information or not. Such shared information shall include daily updates for admission and financial aid status, grades and academic status. University and 2U shall collaborate to analyze the correlation of application data with grades and other outcome metrics to help the Program continually refine admissions standards. Except as permitted by this Agreement, 2U shall not share any of the aforementioned information or data relating to the Program in any form with any third party except with the express prior written consent of the University and as permitted by and consistent with law and the Appendix DS.

14) Entire Agreement. This Agreement (including all schedules hereto) contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreement between the parties. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

15) Successors and Assigns. This Agreement, including, without limitation, all service levels, quality maintenance controls and investment obligations, shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties, provided that neither party may assign, subcontract or sublicense this Agreement in whole or in part or any of its rights or obligations hereunder without the prior written consent of the other, provided, however, that 2U may subcontract out aspects of the work for the Program other than overall Program management, provided further that 2U shall be responsible for any subcontractor work engaged by 2U for the Program as if 2U were performing it.

16) Resolution of Disputes. Any dispute relating to this Agreement; the making, performance, nonperformance or termination of this Agreement; or any transaction in connection with this Agreement shall be resolved in the following manner. The parties shall first meet in good faith and attempt to resolve the dispute on their own. If the dispute cannot be resolved by the parties, the dispute shall be submitted to non-binding arbitration, and such arbitration shall be conducted in the County of Alameda, California, in accordance with the rules of the American Arbitration Association (“AAA”).

17) Governing Law. This Agreement and any claim or dispute arising out of, relating to or in connection with this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflicts of law principles.

18) Review and Notices.

- A) Approvals Generally. If either party hereto wishes to object to any proposal or other matter submitted by the other party for consent or approval, the objecting party shall promptly after submission of such proposal

provide to the submitting party a description of its objection(s) in reasonable detail together with suggestions as to how it would like to see such objection(s) cured. Unless otherwise specified herein, approval for or consent to any proposal hereunder shall not be unreasonably delayed, conditioned or withheld and shall be deemed to have been given following 10 days after the written submission of such proposal, unless the reviewing party has provided a notice of objection(s) as described in this Section.

- B) Content and Brand Approvals. In the case of any consent or approval required from the School with respect to the content or appearance (to users) of the Program, any substantive modification of any University Intellectual Property, or the content or appearance of any use of any University or School brands in the context of any marketing message in which it will appear, shall require the prior approval of University or the School prior to any use. The University and/or School trademarks, as noted in the exhibits attached hereto, hereto attached and made a part of this Agreement may not be modified in any way without written approval from University's Office of Marketing & Business Outreach. Once the content or appearance of any use of any such brand in context is approved by the School in its sole and absolute discretion, no further approval shall be required hereunder for re-purposing such content or appearance in any media that would be consistent with the marketing plan and media previously approved by the School.
- C) Notices. Any notices or other communications under this Agreement, except as may otherwise be provided in this Agreement, will be deemed given and delivered (a) when delivered personally or (b) on the date received by or rejected by addressee, if mailed postage prepaid by certified mail, return receipt requested or if sent shipping prepaid by nationally recognized courier service requesting signature on delivery or (c) on the date received, if sent by confirmed facsimile (provided, however, in each case, if such confirmation is not by 3 p.m. on a business day, then on the next business day), in each case addressed to the address on the first page hereof, or, in the case of fax, to

2U at: 8201 Corporate Drive
Suite 900
Attention: Office of the General Counsel
Landover, MD 20785
Fax no: (240) 667-7844

and to

University at: Dean of the School of Information
University of California, Berkeley
102 South Hall #4600
Berkeley, CA 94720-4600
Fax: (510) 642-5814

or to such other address as either party shall designate by notice to the other, effective ten (10) days after such notice.

In the case of notice to 2U, a copy shall also be sent to:

Skadden, Arps, Slate, Meagher & Flom LLP
920 N. King Street
Wilmington, DE 19801
Attention: Steve Daniels
Fax: 302-552-3240

In the case of University, a copy shall also be sent to:

Business Contracts Administrator
Business Contracts Office
412 O'Brien Hall
University of California, Berkeley
Berkeley, CA 94720-5620
Fax: 510-643-0622

19) Severability. The invalidity or unenforceability of any particular provision of this Agreement in any jurisdiction shall not affect the other provisions hereof or such provision in other jurisdictions, and this Agreement shall be construed in such jurisdiction in all respects as if such invalid or unenforceable provisions were omitted.

20) Independent Contractors. Each party shall be an independent contractor of the other party hereto. This Agreement shall not create a partnership and shall not authorize either party hereto to bind the other party in any manner.

21) Specific Performance. Each party acknowledges that money damages will not be a sufficient remedy for a breach of certain material obligations of the other party under this Agreement, and each party hereto shall be entitled to equitable relief pursuant to Section 20 compelling specific performance of such material obligations as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of a material obligation of this Agreement but shall be in addition to all other remedies available at law or equity to the parties.

22) 2U Employee Benefit. The School agrees that 2U employees and their immediate family members (as appropriate) who are academically qualified to attend the Program shall be eligible for any and all discounts that University may make available to University and/or School employees and their immediate family members attending the Program.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, University and 2U have each caused this Agreement to be executed by its duly authorized officer as of the date first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its School of Information at the University of California, Berkeley

2U, INC.

By: 
Ling Zhu (Nov 15, 2016)

Name: Ling Zhu
Title: Associate Director, Office of Business Contracts and Brand Protection

By: 
Christopher J Paucek (Nov 15, 2016)

Name: Christopher J. Paucek
Title: Co-Founder and Chief Executive Officer

SCHEDULE 1(G)

2U Support of Program Students & Faculty

1. **Scope of SLA.** This SLA covers a broad range of services and support provided by 2U throughout the Program student lifecycle. *(The Service Level Agreement will be revised periodically and modified through mutual agreement. 2U and the School agree to review annually but may do so more frequently.)*
2. **Student Support.** 2U's Post-Enrollment Services team will provide full lifecycle support for Program students as follows:
 - a) New Enrollment Services. This is defined as assisting Program students once they have signed their Intent to Enroll form and continuing through the on boarding and orientation to the start of courses.
 - i) Welcome Call--Upon acceptance into the program, students receive a congratulatory call from their Admissions Counselor who transitions the relationship to Student Support. Upon conclusion of this call or a period of 48 hours, an email is sent to the student. This email welcomes them to the program and requests a time to conduct a Welcome Call. These calls are an opportunity to gather and share information with the Program student to include:
 - (a) Introduction to the Student Support team and the School Academic Advising team.
 - (b) Financial Aid process – Notify Program students of the forms/process and provide referrals to the University Financial Aid Office.
 - (c) Introduction to the Program and course schedule.
 - ii) Orientation -- Once a Program student signs their Intent to Enroll form, 2U provides them with access to the Platform. Program students are given a username and password and an introduction to the required assignments.
 - iii) Live Orientation -- In Orientation, Program students are invited to attend a Live Orientation session run by a 2U Student Support Advisor. During this session, Program students are introduced to Adobe Connect and asked to test their webcam and headset.
 - b) Student Support. 2U's Student Support team will offer customer and technical support to all Program students.
 - i) Telephone Support – 2U will offer phone support to students:
 - (1) Official Program support hours will be defined in partnership with School staff. Special attention will be paid to distribution of students across times and for international coverage. Student support phone hours will be adjusted to cover enrolled student needs.
 - (2) 2U and the School will review the geographic composition of each incoming class to determine the most appropriate hours of operation. This review will lead to a modification of this agreement to reflect the updated hours of operation.
 - (3) Business Hours are defined as:
 - (a) Monday through Friday, 7AM EST to 12AM EST
 - (b) Saturday, 10AM to 6PM EST
 - (c) Sunday, 10AM to 6PM EST

Hours are subject to change in accordance with mutually agreed-upon holidays or other changes. All changes will be included as an addendum to this Schedule. In the event of a phone system outage due to severe weather, acts of nature, or other events not within 2U's control, 2U will make every reasonable effort to provide telephone support through other methods and/or will provide a recorded message with status updates every 6 hours, if necessary and possible, during the above business hours.
 - ii) Email Support -- 2U will offer email support to Program students according to hours described above. All emails/support cases will be acknowledged and responded to within 24 hours.
 - iii) Feedback via Platform-- The feedback mechanism is available to Program students and faculty on a 24x7 basis. Feedback submissions are reviewed and delegated daily.

- iv) Responsiveness –
 - (1) Phone metrics - 2U will provide routine call metrics as part of its performance reporting (Average Speed to Answer, Abandonment Rates, Call Counts, Talk Times, etc.). 2U and the School will work to define specific targets based upon acceptable industry standards.
 - (2) Email is acknowledged immediately upon receipt and responded to within 24 hours by email or phone. These are documented and included in the student record in Salesforce and reporting is provided based upon any open task.
 - (3) Platform feedback is reviewed nightly and delegated to the appropriate resources for follow-up within 48 hours.
- v) Resolution Expectations
 - (1) 2U and the School will work to establish expected resolution times for various types of support issues.
 - (2) 2U and the School will define specific communication and escalation paths for issues unresolved with the expected resolution times.
- vi) Office Hours -- Student Support representatives will be available in Platform office hours to support Program students and faculty.
- vii) Prior to each Semester, 2U's Student Support team will provide students with the following:
 - (a) Book ordering information
 - (b) Expectations, pre-reading and syllabus for each course
 - (c) Information on how to register for class

c) Administrative Support

- i) Forecasting – 2U will develop and maintain an ongoing retention and enrollment model to provide estimates for class times and sections.
- ii) Documentation and tracking of escalations – 2U will maintain tracking for issues escalated to Academic Advisors, faculty leads or other University or School staff.
- iii) Class times and sections – 2U's Student Services team will lead the operational implementation and communication with Program students regarding registration processing. 2U will leverage 2U and University/School systems and processes to coordinate the logistics of optimizing and assigning class times, sections and faculty. The School is responsible for the final approval of section numbers, class times and faculty.
- iv) University Registration support – 2U will provide necessary support for both Program student self registration or bulk registration processes directly with the Registrar.

3. Faculty Support

- a. Training Materials – The School and 2U will develop and provide faculty-training materials in paper and electronic format covering Program overview processes and procedures, technology and systems, personal computer system check, and ongoing support procedures.
- b. Training
 - i. 2U Technical Training – 2U is responsible for initial technical and platform training.
 - ii. 2U Platform Support – 2U is responsible for on-going Platform support for University faculty.
 - iii. School Technical Support – The School is responsible for all non-Platform technical support for faculty members.
 - iv. School Pedagogical/Instructional Training and Support – the School is responsible for initial and on-going instructional training and support.
- c. Training Delivery -- Training will be provided through a combination of onsite and remote training. The School will schedule major training sessions thirty days in advance. Training is mandatory for all new faculty members involved in the Program.
- d. Scheduling – Training sessions will be planned around quarterly starts as new faculty members are hired. The School is responsible for forecasting and hiring of faculty in a timely fashion commensurate with projected enrollments. In addition, School faculty will participate and lead all aspects of programmatic and course specific sections of the training in partnership with 2U. The School will notify

2U 30 days in advance of scheduled course dates and will secure facilities in Berkeley for the training session.

- e. **Class-Time Observations** – 2U support staff will join in on the first two weeks of class times with all new faculty members teaching in the Program. This will help reinforce the training provided with real world practical follow-up. This will allow support personnel to resolve any student side start-up issues and help the instructor become more familiar and comfortable with the platform.

4. Metrics and Measurement. The School and 2U will agree on Platform, program, and service metrics to track Program success.

- a. 2U will provide the School with a routine dashboard report to include the following components:
 - i. Enrollment
 - ii. Retention
 - iii. Student Satisfaction
 - iv. Faculty Satisfaction
 - v. Call Metrics
 - vi. Platform Feedback

5. Changes and Renewal. The parties will mutually agree on adjustments to this SLA on an annual basis or more frequently as mutually agreed.

The following describes the high-level division of roles and responsibilities between 2U’s Student Services team and the School Program Office. These lists can be altered upon mutual agreement of the parties.

2U Student Services

- Welcome email/call
- Access to Platform
- Access to Orientation
- Personal ID card
- University email account
- Customer support
- Technical setup (headset, video recorder, etc.)
- Confirm contact info
- Assigning Program students for Academic support as identified by the Associate Dean (coordination and management of writing tutor support)
- Technical support
- Reviewing, responding to, escalating online feedback

School Program Office

- Program student course plan (e.g., part-time schedules, leaves of absence, withdrawals, etc.)
- Medical/Personal Issues requiring Leave of Absence/Deferrals
- Course Add/Drops
- Academic support (working with faculty to identify at-risk Program students)
- Program change requests
- Institutional Verification for Program completers
- Provide intro/overview of Curriculum
- Create and share course schedules
- Faculty procedural questions (“can I give him an incomplete”)
- University/School fellowships
- Graduation/Commencement
- Weekly online office hours
- Program scheduling (communication with other departments)

SCHEDULE 1(H)

(1) Except as otherwise explicitly set forth in the Agreement, only Program students and their professors may utilize the Platform. Each Program Student will receive a personal ID card and access password, which password will be required to access the Platform. To the extent possible given the technological considerations with respect thereto, UC Berkeley may use the Produced Segments and Work Product outside of the Platform for on-campus students of the School. Notwithstanding anything contained in the preceding sentence, the Agreement, or otherwise, 2U makes no representations or warranties with respect to the usability or functionality of the Produced Segments or Work Product when accessed or used outside of the Platform.

(2) Campus Scaffold.

(A) 2U shall provide Platform access to students in any on-campus graduate degree program within the University of California system to enable such students to take individual Program courses online in either synchronous or asynchronous formats. 2U shall also provide the related services necessary to so enable such students to complete their Program courses consistent with the format (*i.e.*, synchronous or asynchronous) selected for each student. On-campus students taking Program courses online pursuant to this Section 2(A) of Schedule 1(H) may take up to three (3) total Program courses.

i. Synchronous Access/MIMS Students. For the School's on-campus Master of Information Management and Systems ("MIMS") degree students ("MIMS Students"), the University shall pay to 2U thirty percent (30%) of the amount charged, on a per-credit basis, by the School to MIMS Students for each course taken by any MIMS Student pursuant to Section 2(A) of this Schedule 1(H) in synchronous format, on the same schedule and as otherwise set forth in Section 3 of the Agreement.

ii. Synchronous Access/On-Campus Students. For students enrolled in any on-campus graduate degree program within the University of California system other than MIMS Students, the University shall pay to 2U forty-five percent (45%) of the amount charged by the School, on a per-credit basis, for each course taken by each such student pursuant to Section 2(A) of this Schedule 1(H) in synchronous format, on the same schedule and as otherwise set forth in Section 3 of the Agreement, provided that the cost per credit that the School charges to such students for synchronous access shall not be discounted at a rate of greater than fifteen percent (15%) of the cost per credit that the School charges to MIMS Students for synchronous access.

iii. Asynchronous Access/MIMS Students. For MIMS Students, the University shall pay to 2U five percent (5%) of the amount charged by the School to MIMS Students, on a per-credit basis, for each course taken by any MIMS Student pursuant to Section 2(A) of this Schedule 1(H) in asynchronous format, on the same schedule and as otherwise set forth in Section 3 of the Agreement.

iv. Asynchronous Access/On-Campus Students. For students enrolled in any on-campus graduate degree program within the University of California system other than MIMS Students, the University shall pay to 2U fifteen percent (15%) of the amount charged by the School to such students, on a per-credit basis, for each course taken by any such student pursuant to Section 2(A) of this Schedule 1(H) in asynchronous format, on the same schedule and as otherwise set forth in Section 3 of the Agreement, provided that the cost per credit that the School charges to such students for asynchronous access shall not be less than cost per credit the School charges to MIMS Students for asynchronous access.

(B) Should the School create Program class sections attended primarily by University graduate students other than Program students pursuant to this Schedule 1(H), such class sections shall not exceed twenty-five (25) students in size unless otherwise agreed upon by the parties.

SCHEDULE 1(H)(i)
Specifications and Performance Standards for the Platform and
Related Service Level Agreements

This Service Level Agreement (“SLA”) sets forth 2U’s responsibilities as they apply to the Platform, pursuant to the terms of the Services Agreement between University and 2U. The purpose of this SLA is to ensure that the proper elements and commitment are in place to provide excellent and consistent data processing services.

1) Definitions

- a) **Platform** is a technology platform for the Program that serves as an online communication portal for students, faculty, course coordinators, course assistants, and Program staff and that enables online applications, course delivery, Program communications, development and maintenance of student portfolios, career services and such other functions as are mutually agreed to by the parties. The Platform is the custom developed Learning Management System (LMS), Admissions and Student Information System. The Platform includes the technology for delivering the Produced Segments.
- b) **Functions** include the ability to authenticate/authorize; submit an application; respond to applicants and track communications; accept the offer of admittance; transfer accepted applicant data to University systems; receive or submit all course material (video, documents, audio); receive and submit course assignments; view the “news feed”; leverage checklist for assignments; upload comments in written or video form; collaborate via synchronous sessions with video, audio, whiteboard, slide sharing; and delivery of dashboard style reports for student information throughout the student lifecycle with the Program.
- c) **Initial Response** is contacting a User via email or phone to determine the details of such User’s particular issue. Initial response is not an automated email but rather an individualized discussion.
- d) **Mass Initial Response** is contacting a group of Users for communication of a known issue rather than communicating on a one-by-one basis.
- e) **User or Users** is defined as Program students, staff and faculty related to the University School of Information online programs regardless of whether they work for 2U or University or a 3rd party. Any calculations based on Users would also be on this pool of students, staff, and faculty.
- f) **Business Hours** are defined in Schedule 1(F).
- g) **Organizational Data** is any data in any form associated with any University User.
- h) **Vendor Vulnerability Patch** is any patch that will remediate a known security vulnerability for a product. These patches are not patches for routine bug fixes and program updates. For a patch to constitute a Vendor Vulnerability Patch, the Platform, Organizational Data, and or User systems must be at risk without the patch.

2) 2U’s Hosting Services is any organization that 2U has contracted to house any and all of its computer hardware, software and peripherals.

3) Service Description

- a) 2U will provide, support, and be responsible for the availability of the hosting network, 2U’s Hosting Services, any server operating system, the Platform, and any third party application required to operate the Platform.
- b) 2U will provide hosting support and maintenance, as set forth in this SLA, on the Platform including:

- i) Initial development of the Platform; and
- ii) Patches and upgrades to the Platform
- c) The Platform will be accessible through the then-most popular browsers in their most popular configurations. These include the latest widely adopted production releases of Mozilla Firefox, MS Internet Explorer, Apple Safari and Google Chrome once they have been accepted, and past versions of those browsers within two years of release. The Platform may require a variety of plug-ins. 2U shall evaluate new releases of such browsers promptly, but no later than thirty days after their release.

4) Defects: 2U will repair errors, bugs, or defects in the Platform, and respond promptly to University Users experiencing problems with the Platform.

- a) 2U characterizes Functions as Core, Minor or Ancillary as described below:
 - i) **Core** is defined as the ability to authenticate and log-in to the Platform, submit an assignment, watch or upload a video, join and/or run a course live session (Adobe Connect Pro), or elements of the Platform critical to the delivery of Produced Segments.
 - ii) **Minor** is defined as any Function that is student services-related but not learning-related such as, but not limited to, viewing the event calendar, verifying grades, or changing profile contact information.
 - iii) **Ancillary** is defined as any Function that is not student services-related or learning-related such as, but not limited to, writing on or viewing the chat wall.

- b) 2U characterizes defects as follows:

1-High Priority	A Core Function of the Platform is not operational for 5% or more of Users.
2-Medium Priority	A Core Function of the Platform is not operational for a single User.
3-Low Priority	A Minor or Ancillary Function of the Platform is not operational for one or more Users (who can continue to use other application Functions). A User has questions about a Platform Function, or needs administrative assistance.

- c) The 2U Help Desk prioritizes requests for support according to their priority-level. The priority level is determined by 1st line support generally without contacting the User. When additional information is needed to determine that priority, the User will be contacted for clarification. The time required for a User to receive an Initial Response after reporting a problem to the Help Desk is below. Once an issue is determined to be a Priority 1, the Help Desk may meet these requirements by sending a Mass Initial Response to those they reasonably believe are impacted. All Users believed to be directly impacted by a Priority 1 issue shall be contacted and will receive regular communication on the progress of the issue's resolution.

Regular communications on the progress of the resolution of the issue will be sent to all Users until the issue is resolved.

Priority	Initial Response Time
1	2 business hours
2	12 business hours
3	48 hours

- d) 2U will provide a solution to a User problem based on the priority of the issue as follows:

Priority	Solution Time
1	24 hours, 90% of the time
2	48 hours , 90% of the time
3	5 business days, 90% of the time.

5) Availability

- a) Availability of the Platform will be guaranteed at 99% for any given calendar month, excluding the items defined in the Exceptions Section below.
- b) Should Availability of the Platform fall below 99.5% in any given month, 2U and the School will meet to discuss the impact of the Availability and reasonable, mutually agreeable steps to improve the Availability above 99.5%.
- c) Availability is measured as the percentage of a particular calendar month that access to the Platform is available by third parties via HTTP and HTTPS. For example, availability for a given month is calculated by subtracting downtime from the total available time in that month, and dividing the remainder by the total available time.
- d) Availability is measured by synthetic transactions using a third party contracted by 2U, and reasonably acceptable to the School, whose determinations shall be binding on the parties, or at the request of University upon receiving evidence contrary to or inconsistent with such third party's determination, jointly by the parties.
- e) Outages of a reasonable duration (generally less than three (3) hours) due to executing a Vendor Vulnerability Patch will not be included in the Availability calculation regardless of the scheduling and notification capability and those patches will be applied at 2U's discretion. In addition, Vendor Vulnerability Patching will be excluded from the calculation of Availability.

6) Exceptions: The Availability guarantee set forth above shall not apply to the following service interruptions:

- a) Unscheduled necessary maintenance shall result in no more than one half hour of unavailability of the Platform during any calendar week. 2U will use reasonable efforts to give Users one (1) hour advance notice of unscheduled necessary maintenance. Any unscheduled maintenance resulting in more than one half hour of unavailability of the Platform during any calendar week once will count against the Platform Availability calculation.
- b) Scheduled maintenance and upgrades:
 - i) Routine scheduled maintenance means maintenance on the Platform that is scheduled at least 24 hours ahead and which results in less than one (1) hour of unavailability of the Platform. 2U will use reasonable efforts to schedule such routine maintenance between 6:00 AM and 11:00 AM ET on Mondays, Wednesdays and Fridays. 2U will give Users 24 hours advance notice of routine scheduled maintenance for any maintenance requiring more than 15 minutes of unavailability of the Platform. 2U will select a time for the outage with the lowest level of activity based on recent activity trends for the Program's use of the Platform, whenever reasonably possible, and the Platform more generally in all other instances. A routine scheduled maintenance occurring more than once in any 24 hour period will count against the Platform Availability calculation.

- ii) Extensive scheduled maintenance means maintenance on the Platform that is scheduled at least 7 days ahead and which results in more than one (1) hour of unavailability of the Platform. 2U will schedule extensive scheduled maintenance during the lowest expected level of activity on the Platform based on recent activity on the Platform. 2U will give Users seven (7) days advance notice of extensive scheduled maintenance. An extensive scheduled maintenance occurring more than once in one calendar month will count against the Availability calculation.
- iii) Upgrades are defined as updates to the Platform. Upgrades will be applied during a routine scheduled maintenance window or other mutually agreed timeframe.
- c) Outages due to School-requested events such as intrusive testing, data loading, custom export or usage outside SLA parameters.
- d) Domain Name Server (DNS) propagation or DNS issues outside the direct control of 2U. Similarly, outages elsewhere on the Internet that hinder access to the Platform. 2U is not responsible for browser or DNS caching that may make the Platform appear inaccessible when others can still access it.
- e) Circumstances beyond 2U's reasonable control, including acts of any governmental body, war, insurrection, sabotage or other criminal act, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party Services contracted for use in the Platform or inability to obtain raw materials, supplies, or equipment needed for provision of this SLA, provided however, 2U shall take all reasonable measures to mitigate any outage and to restore services.

7) Disaster Recovery

- a) Geographically-redundant data backups are made on the following schedule:
 - i) Incremental backups are made every three (3) hours and kept for seven (7) days;
 - ii) Full backups are made weekly and kept for three (3) months;
- b) The maximum recovery point data differential (or the amount of time for which work may be lost) in event of an unrecoverable hosting outage, is five (5) days.
- c) The maximum time to service restoration following a disaster as declared by 2U's Hosting Services is five (5) days.

8) Remedies

- a) If the School believes that a service level commitment herein is not being met, it shall notify 2U of the perceived problem. 2U shall promptly investigate any such matter and respond within two business days by either (i) acknowledging the shortfall, and summarizing the steps and estimating the time necessary to correct it, or (ii) by disagreeing that any commitment has not been met and explaining its reasons. If more than one problem is asserted, 2U shall respond separately to each.

If the School believes that the response is insufficient, the parties shall meet in person as promptly as possible to discuss and attempt to resolve such differences. If the parties are unable to resolve all differences at that meeting, then they shall resolve such differences as they are able, and 2U shall proceed immediately and diligently in accordance with such resolution, and University may, if it thinks appropriate, send a notice of default as set forth in Section 5(C) of the Services Agreement with regard to any unresolved difference.

SCHEDULE 1)k)i)
DATA SECURITY AND PRIVACY APPENDIX

- A. This Data Security and Privacy Appendix (this “Appendix”), attached as Schedule 1)K)i) to and incorporated into that certain Master Services Agreement dated November 15, 2016 between the Regents of the University of California (“UC”) and 2U, Inc. (“2U”) for establishing and administering an online educational program in cybersecurity (the “Agreement”), is intended to protect Personal Information and UC Information Resources (each as defined below). This Appendix describes the data security and privacy obligations of 2U and, consistent with Section 1)K)i) of the Agreement, its subcontractors with access to UC Information Resources and/or Personal Information (defined below) through 2U. Except as otherwise defined in this Appendix, capitalized terms used herein shall have the same meanings as set forth in the Agreement.
- B. 2U agrees to be bound by the obligations set forth in this Appendix, remains responsible for the performance of any subcontractor(s), remains the sole point of contract for UC and shall:
- (i) Include the terms of this Appendix in agreements with subcontractors with access to either UC’s Information Resources or Personal Information and perform due diligence adequate to ensure compliance by such subcontractors with these terms when such subcontractors have access to Personal Information or UC Information Resources; or
 - (ii) Perform due diligence adequate to ensure that each such subcontractor with access to Personal Information or UC Information Resources implements and complies with information security and privacy controls, policies, processes and procedures substantially equivalent or similar to those within this Appendix and has agreed to terms at least as protective of Personal Information and UC Information Resources as those within this Appendix.

ARTICLE 1 – DEFINED TERMS

- A. Information Security Breach. “Information Security Breach” means the unauthorized acquisition, access, use or disclosure of Personal Information that compromises the security, confidentiality or integrity of such information.
- B. Personal Information. “Personal Information” shall have the meaning ascribed in the Agreement.
- C. UC Information Resources. “UC Information Resources” shall be defined as those devices, networks and related infrastructure that UC owns, operates or has obtained for use to conduct UC business and any credentials or authentication secrets (e.g., usernames and passwords) that provide access to them. Devices include but are not limited to, UC-owned or managed storage, processing, communications devices and related infrastructure on which UC data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Personal Information, other UC-created or managed business and research data, metadata, and credentials created by or issued on behalf of UC.

ARTICLE 2 – ACCESS TO UC INFORMATION RESOURCES

Where UC provides 2U access to UC Information Resources, 2U shall comply with reasonable information security requirements provided by UC in writing. 2U shall be responsible for any unauthorized access to UC Information Resources to the extent that such access arises out of or is caused by 2U’s acts or omissions.

ARTICLE 3 – COMPLIANCE WITH FAIR INFORMATION PRACTICE PRINCIPLES; APPROVAL OF PRIVACY POLICIES

2U agrees to comply (as applicable) with the following Fair Information Practice Principles, as defined by the U.S. Federal Trade Commission:

Transparency: Organizations should be transparent and notify individuals regarding collection, use, dissemination, and maintenance of personally identifiable information (PII).

Individual Participation: Organizations should involve the individual in the process of using PII and, to the extent practicable, seek individual consent for the collection, use, dissemination, and maintenance of PII. Organizations should also provide mechanisms for appropriate access, correction, and redress regarding use of PII.

Purpose Specification: Organizations should specifically articulate the authority that permits the collection of PII and specifically articulate the purpose or purposes for which the PII is intended to be used.

Data Minimization: Organizations should only collect PII that is directly relevant and necessary to accomplish the specified purpose(s) and only retain PII for as long as is necessary to fulfill the specified purpose(s).

Use Limitation: Organizations should use PII solely for the purpose(s) specified in the notice. Sharing PII should be for a purpose compatible with the purpose for which the PII was collected.

Data Quality and Integrity: Organizations should, to the extent practicable, ensure that PII is accurate, relevant, timely, and complete.

Security: Organizations should protect PII (in all media) through appropriate security safeguards against risks such as loss, unauthorized access or use, destruction, modification, or unintended or inappropriate disclosure.

Accountability and Auditing: Organizations should be accountable for complying with these principles, providing training to all employees and contractors who use PII, and auditing the actual use of PII to demonstrate compliance with these principles and all applicable privacy protection requirements.

2U shall submit any proposed privacy policies (including any material changes or updates thereto) appearing on or applicable to the Platform for UC's approval in accordance with Section 18(A) of the Agreement.

ARTICLE 4 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF PERSONAL INFORMATION

Subject to the Agreement, 2U agrees to hold UC's Personal Information, and any information derived from such information, in strictest confidence. 2U will not access, use or disclose Personal Information other than to carry out the purposes for which UC or any other third party disclosed the Personal Information to 2U in connection with performing the Agreement (including as set forth in the Agreement), except as permitted or required by applicable law, or as otherwise authorized in writing by UC or the third party consistent with applicable law. For avoidance of doubt, this provision prohibits 2U from using for its own benefit Personal Information or any information derived from such information except to the extent authorized in the Agreement. If required by a court of competent jurisdiction or an administrative body to disclose Personal Information, 2U will notify UC in writing promptly upon receiving notice of such requirement and prior to any such disclosure (unless prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. 2U's transmission, transportation or storage of Personal Information outside the United States, or access of Personal Information from outside the United States, is prohibited except on prior written authorization by UC; provided that the foregoing shall not prohibit 2U from allowing 2U employees who are employed by 2U and associated with a 2U facility located

outside of the United States and (i) who interface with Program applicants for the purpose of supporting such Program applicants through the Program application and admissions process, or (ii) who interface with Program students for the purpose of supporting such Program students while enrolled in the Program, from accessing Personal Information of the Program prospects or students such 2U employees support, as long as (x) such 2U employees' access to Personal Information is restricted on a "need to know" basis, applying the principle of least privilege, and (y) 2U has implemented reasonable access controls to enforce that restriction.

ARTICLE 5 – SAFEGUARD STANDARD

2U agrees to protect the privacy and security of Personal Information by commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. 2U will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Personal Information. 2U shall make commercially reasonable efforts to minimize the storage of Personal Information on portable media or devices. All Personal Information stored on portable devices or media will be encrypted subject to any exceptions approved by UC; provided that, where Personal Information on portable devices or media is not encrypted, 2U shall, for the purposes of Article 10, be deemed to have caused any Information Security Breach which would have been prevented through the use of encryption as set forth in this sentence. 2U will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while 2U has responsibility for the Personal Information under the terms of this Appendix. At UC's request, 2U's CTO (or his/her designee) will certify in writing, in a form reasonably acceptable to UC, 2U's compliance with this Appendix.

ARTICLE 6 – INFORMATION SECURITY POLICY

- A. 2U acknowledges that UC is required to comply with information security standards for the protection of Personal Information as required by law, regulation and regulatory guidance, as well as UC's internal security program for information and systems protection.
- B. 2U has established and will continue to maintain and follow for the duration of the Agreement its ISP (as defined in Attachment 2 to this Appendix).
- C. 2U's ISP is designed to:
 - i. Ensure the security, integrity and confidentiality of Personal Information;
 - ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
 - iii. Protect against unauthorized access to or use of such information;
 - iv. Reduce risks associated with 2U having access to UC Information Resources; and
 - v. Comply with all applicable legal and regulatory requirements for data protection.
- D. UC acknowledges that 2U has submitted its ISP to UC. Upon UC's request at any time during the term of the Agreement, 2U shall provide UC a copy of its ISP. 2U shall furnish a copy of its ISP to UC promptly upon making any material modifications thereto.

ARTICLE 7 – RETURN OR DESTRUCTION OF PERSONAL INFORMATION

Upon either party's notice of non-renewal, termination, cancellation, expiration or other conclusion of the Agreement, the parties shall meet and confer regarding 2U's return or destruction of Personal Information (including Personal Information that is in the possession of 2U's contractors or agents) within a commercially reasonable period of time, provided that, for the avoidance of doubt, 2U shall be obligated to return or destroy all

Personal Information upon the conclusion of the Agreement and any term following the conclusion of the Agreement during which 2U continues to provide services to UC (e.g., any “teach out” of Program students following conclusion of the Agreement). Such destruction will be accomplished via commercially reasonable standards that are current at the time of the conclusion of the Agreement. 2U will certify in writing to UC that such return and/or destruction has been completed.

If 2U believes that return or destruction of the Personal Information is technically impossible or impractical, 2U shall provide UC with a written statement of the reason(s) that return or destruction by 2U is technically impossible or impractical. If UC reasonably determines that return or destruction is technically impossible or impractical, 2U will continue to protect the Personal Information in accordance with the terms of this Appendix applicable to such remaining Personal Information.

ARTICLE 8 – NOTIFICATION OF INQUIRIES CONCERNING PERSONAL INFORMATION

Should 2U receive a complaint, investigative inquiry or other similar such inquiry from any student, regulator or administrative, law enforcement or other governmental body regarding Personal Information, 2U shall provide written notice of such inquiry to UC promptly, but in no event more than two (2) business days after 2U’s receipt of such inquiry.

ARTICLE 9 – INFORMATION SECURITY BREACH

- A. **Reporting.** 2U shall provide written notice of any Information Security Breach to UC promptly upon discovery, but in no event more than two (2) business days after 2U reasonably believes an Information Security Breach has occurred. 2U’s written notice will include, to the best of 2U’s knowledge, information and belief as of the time of making such notice: (i) the nature of the unauthorized access, use or disclosure, (ii) the Personal Information accessed, used or disclosed, and (iii) if known, the person(s) who accessed, used, disclosed and/or received Personal Information. 2U shall provide regular (no less frequently than every thirty (30) days) written updates until remedied, such updates to include, at a minimum: (i) what 2U has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (ii) what corrective action 2U has taken or will take to prevent future unauthorized access, use or disclosure. 2U will provide such other information, including a written report, as reasonably requested by UC.
- B. **Coordination of Information Security Breach Response Activities.** 2U will cooperate with UC’s investigation of any Information Security Breach involving 2U and/or its services, including but not limited to making witnesses and documents reasonably available to UC upon 2U’s notice of the Information Security Breach. 2U’s cooperation will include but not necessarily be limited to 2U:
- i. Promptly and diligently preserving any potential forensic evidence relating to the Information Security Breach, and remedying the Information Security Breach as quickly as circumstances permit;
 - ii. Promptly (within 2 business days from 2U’s notice of an Information Security Breach as required above) designating a contact person to whom UC will direct inquiries, and who will communicate 2U’s responses to UC inquiries;
 - iii. As rapidly as circumstances reasonably permit, deploying appropriate resources to investigate, document and remedy the Information Security Breach, restore any UC service(s) affected by the Information Security Breach as reasonably directed by UC, and undertake appropriate other response activities;
 - iv. Providing status reports to UC on Information Security Breach response activities on a frequency reasonably requested by UC;

- v. Coordinating all media, law enforcement, or other Information Security Breach notifications with UC in advance of such notification(s), unless expressly prohibited by law; and
- vi. Ensuring that knowledgeable 2U staff is available on short notice, if needed, to participate in UC-initiated meetings and/or conference calls regarding the Information Security Breach.

C. Assistance in Litigation or Administrative Proceedings. In the event of an Information Security Breach caused by 2U that results in litigation, governmental investigation or administrative proceeding against UC, its directors, officers, agents or employees, 2U will make its employees, and to the extent possible, contractors or agents assisting 2U in the performance of its obligations pursuant to the Agreement, available to UC at no cost to UC to testify as witnesses, or otherwise assist UC in litigation or administrative proceedings relating to such Information Security Breach.

ARTICLE 10 – SUPPLEMENTAL INDEMNITY

In the event of an Information Security Breach caused by or arising out of 2U's breach of this Appendix, negligent acts or omissions, or willful misconduct, or failure to encrypt in accordance with Article 5, 2U shall indemnify UC for the following fees and costs: any and all costs associated with notification to individuals or remedial measures offered to individuals as required by law or by UC in its reasonable discretion, including but not limited to reasonable costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; fees and costs incurred in third party litigation not to exceed \$10,000,000; civil or criminal penalties levied against UC; and civil judgments entered against UC. For the avoidance of doubt, the foregoing indemnity provision shall be in addition to any indemnity obligations set forth in the Agreement.

ARTICLE 11 – ADDITIONAL INSURANCE

In addition to the insurance required under the Agreement, 2U at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for errors and omissions, privacy liability, and data security breaches, which shall include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits: \$3,000,000 Each Occurrence and Aggregate; and cyber coverage for notification expenses, crisis management expenses, data privacy regulatory and credit monitoring expenses, cyber investigation expenses and cyber extortion expenses in the amount of \$2,000,000.

ATTACHMENT 1 TO SCHEDULE 1(k)i)

SECURE REDIRECT PAYMENT CARD ACCEPTANCE ADDENDUM

2U and UC are parties to the Agreement and wish to make the additional agreements set forth within this Secure Redirect Payment Card Acceptance Addendum ("Attachment 1"). All capitalized terms used herein and not defined shall have the meaning set forth in the Agreement.

This Attachment 1 to Schedule 1(k)i) applies to 2U's facilitation of online payments for UC in connection with the Program, including without limitation payments via credit card:

1. 2U will not collect, process, store, or transmit Cardholder Data as defined by the Payment Card Industry Data Security Standards. The Payment Card Data Security Standards (PCI-DSS) and any revisions to them may be found at <https://www.pcisecuritystandards.org>.
2. For online payments facilitated as part of its services to UC, 2U agrees to use a secure web redirect to the external secure payment acceptance provider ("EP") selected by UC for handling electronic payments through UC's acquiring financial institution and payment processor. The purpose of the secure web redirect (or "secure redirect") is to ensure that customers supply electronic payment information directly to the EP.
3. 2U acknowledges that UC has selected CyberSource, a Visa company, as its EP. UC will have the right to change its EP from time to time upon reasonable advance written notice to 2U.
4. 2U agrees to implement and maintain a secure web redirect to UC's EP for acceptance of electronic payments (including but not limited to those via credit card). 2U will comply with UC's and EP's specifications for using the secure redirect.
5. 2U will take commercially reasonable measures to prevent unauthorized changes to the Platform that result in the misdirection of users to fraudulent websites.
6. 2U will provide UC with reasonable assistance at no cost to UC to (1) integrate the EP's secure redirect for accepting online payments facilitated as part of its services and (2) implement any subsequent changes required by the EP for continued support.
7. In addition to any indemnity obligations in the Agreement, 2U will defend, indemnify and hold harmless UC, its officers, employees, and agents, from and against all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) of any kind resulting from or arising out of 2U's breach of this Attachment 1 to Schedule 1(k)i).

ATTACHMENT 2 TO SCHEDULE 1)k)i)

- A. 2U has developed and will maintain for the duration of the Agreement its Information Security Policy (“ISP”).
- B. The ISP shall at all times include the following:
- i. Designating one or more employees to maintain the ISP.
 - ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Personal Information or credentials supplied by UC to access UC Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
 - a. Ongoing employee (including temporary and contract employee) training;
 - b. Employee compliance with policies and procedures; and
 - c. Means for detecting and preventing security system failures.
 - iii. Developing security policies for employees relating to the storage, access and transportation of records containing Personal Information outside of business premises.
 - iv. Imposing disciplinary measures for violations of the ISP.
 - v. Preventing terminated employees from accessing records containing Personal Information and/or UC Information Resources.
 - vi. Overseeing contractors, by:
 - a. Taking reasonable steps to select and retain contractors that are capable of maintaining appropriate security measures to protect such Personal Information and UC Information Resources consistent with all applicable law; and
 - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Personal Information.
 - vii. Placing reasonable restrictions upon physical access to records containing Personal Information or credentials to UC Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.
 - viii. Restrict physical access to any network or data centers that may have access to Personal Information or UC Information Resources.
 - ix. Requiring regular monitoring to ensure that the ISP is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Personal Information and UC Information Resources; and upgrading information safeguards as necessary to limit risks.
 - x. Reviewing the scope of the security measures at least annually or whenever there is a

material change in business practices that may reasonably implicate the security or integrity of records containing Personal Information or access to UC Information Resources.

- xi. Documenting responsive actions taken in connection with any incident involving an Information Security Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Personal Information and UC Information Resources.

Computer System Security Requirements

To the extent that 2U electronically stores or transmits Personal Information or has access to any UC Information Resources, it will include in its ISP, or otherwise require, the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

- A. Secure user authentication protocols including:
 - i. Control of user IDs and other identifiers;
 - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
 - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - iv. Restricting access to active users and active user accounts only;
 - v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system; and
 - vi. Periodic review of user access, access rights and audit of user accounts.
- B. Secure access control measures that:
 - i. Restrict access to records and files containing Personal Information and systems that may have access to UC Information Resources to those who need such information to perform their job duties;
 - ii. Protect any electronic credentials used to access Personal Information, including within UC Information Resources; and
 - iii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.
- C. Encryption in transit of all records and files containing Personal Information.
- D. Adequate security of all networks that connect to UC Information Resources or access Personal Information, including wireless networks.
- E. Reasonable monitoring of systems, for unauthorized use of or access to Personal Information and UC Information Resources.
- F. For files containing Personal Information on a system that is connected to the Internet or that may have access to UC Information Resources, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Personal Information.

- G. Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
- H. Education and training of employees on the proper use of the computer security system and the importance of protecting Personal Information and network security.
- I. Upon reasonable written notice to 2U, UC may require reasonable additional security measures.

SCHEDULE 1)k)vi)

University of California – Policy IMT-1300
Information Technology Accessibility



Information Technology Accessibility

Responsible Officer:	Chief Information Officer & VP - Information Technology Services
Responsible Office:	IT - Information Technology Services
Issuance Date:	8/27/2013
Effective Date:	8/27/2013
Scope:	All UC Locations, to all members of the University of California community. Also applicable to Lawrence Berkeley National Labs to the extent that the provisions of this policy are not superseded by those of the Department of Energy.

Contact:	Stephen Lau
Email:	Stephen.Lau@ucop.edu
Phone #:	(510) 987- 0409

Table of Contents

I. Policy Summary	2
II. Definitions	2
III. Policy Text	2
IV. Compliance / Responsibilities	3
A.Implementation of the Policy	3
B.Revisions to the Policy	3
V. Procedures	3
VI. Related Information.....	3
VII.Revision History	4

I. POLICY SUMMARY

The University seeks to deploy information technology that has been designed, developed, or procured to be accessible to people with disabilities, including those who use assistive technologies.

II. DEFINITIONS

Accessible: Refers to the concept that people with disabilities are able to access and use a product or system, including with the help of assistive technologies. For example, an “accessible” Web site may be designed so that the text can be enlarged by the user, rather than having a fixed font size, or may be designed so that it can be interpreted and “read out loud” by screen reader software used by blind or low-vision people.

Accessible Information Technology: Information technology that has been designed, developed, or procured to be usable by, and therefore accessible to people with disabilities, including those who use assistive technologies.

Assistive Technologies: Adaptive, rehabilitative devices that promote greater independence for individuals with disabilities by changing how these individuals interact with technology. Examples include special input devices (e.g., head or foot mouse, puff-and-sip switches, speech recognition), screen-reading software, and screen magnifiers.

UC Location / Location: Physical sites with a University of California presence, including, but not limited to UC campuses, medical centers and UC managed national labs.

Usability: Refers to how easily, effectively, and efficiently users can use a product or system to achieve their goals, and how satisfied they are with the experience.

III. POLICY TEXT

The University of California is committed to supporting an information technology (IT) environment that is accessible to all, and in particular to individuals with disabilities. To this end, the University seeks to deploy information technology that has been designed, developed, or procured to be accessible to people with disabilities, including those who use assistive technologies. An accessible IT environment generally enhances usability for everyone. By supporting IT accessibility, the University helps ensure that as broad a population as possible is able to access, benefit from, and contribute to its electronic programs and services.

Under this policy, all UC Locations must:

- Adhere to the UC IT Accessibility Requirements, including the establishment of an IT Accessibility Program.
- Develop, purchase and/or acquire, to the extent feasible, hardware and software products that are accessible to people with disabilities.
- Promote awareness of this policy to all members of the University community, particularly those in roles that are responsible for creating, selecting, or maintaining electronic content and applications.

IV. COMPLIANCE / RESPONSIBILITIES

A. Implementation of the Policy

Chancellors, Medical Center Directors, and Lawrence Berkeley National Laboratory Directors are responsible for facilitating and ensuring implementation of this Policy at their Locations.

The Vice President for Information Technology Services and Chief Information Officer is responsible for issuing and updating any requirements, standards or guidelines that support this policy and shall facilitate regular communication among Locations to address consistent implementation of this policy throughout the University of California.

B. Revisions to the Policy

The President is the Policy Approver for this policy and has the authority to approve policy revisions upon recommendation by the Vice President for Information Technology Services and Chief Information Officer.

The Vice President for Information Technology Services and Chief Information Officer has the authority to initiate policy revisions and is responsible for regular reviews and updates.

V. PROCEDURES

See Addendum A: Information Technology Accessibility Requirements

VI. RELATED INFORMATION

- **University of California**
 - IMT-1300 Information Technology Accessibility Addendum A
 - [Electronic Accessibility at the University of California](#)

- **External**

- [Americans with Disabilities Act](#)
- [ADA as it applies to electronic information](#)
- [Sections 504 and 508 of the Rehabilitation Act](#)
- [Sections 504 and 508 as they apply to electronic information](#)
- [Web Content Accessibility Guidelines \(WCAG\) 2.0](#)

VII. REVISION HISTORY

Version Number	Date	Changes
1.0	08/01/2013	Initial version.

Addendum A: Information Technology Accessibility Requirements

Table of Contents

I. Summary	1
II. Requirements	1
A. Information Technology Accessibility Program	1
B. Standards	2
1. Web Standard	2
2. New Development and Purchases	2
C. Exceptions	2
III. Related Information.....	3
IV. Revision History	3

I. SUMMARY

This addendum describes the minimum requirements for UC locations to comply with UC IMT-1300 - Information Technology Accessibility. Information technology is a dynamic field and these requirements are expected to be updated as technology and accessibility-related issues evolve.

II. REQUIREMENTS

A. Information Technology Accessibility Program

The purpose of the IT Accessibility Program is to establish processes to address IT accessibility in a systematic fashion at each UC Location, using local structures and practices as appropriate. The Chancellor must designate an individual, and/or a committee to develop and oversee the Program and to promote coordination with systemwide IT accessibility initiatives. Any designated individual and/or committee must represent a broad range of functional areas and be able to address academic, research, and administrative concerns and needs.

Locations are encouraged to be innovative in addressing IT accessibility. At a minimum, the Program must include the following:

1. **Authority and Responsibility:** Assignment of roles, authority, responsibilities, and accountability for achieving policy compliance.

2. **Audience:** A strategy to address the different needs of the academic, research, and administrative functions and to support IT accessibility for decentralized academic and research activities.
3. **Prioritization:** A process to prioritize effort that takes into consideration local needs, practices and available resources, including providing access to centralized IT accessibility support.
4. **Design Process:** A strategy to incorporate accessibility into the design and authoring process of electronic information resources.
5. **Procurement:** A procedure to incorporate IT accessibility into the procurement process, including establishment of a formal means for evaluating the accessibility of products or systems under consideration for procurement.
6. **Training:** A training plan for personnel who develop and maintain electronic information resources, author web content, or make IT related purchases.
7. **Awareness Campaign:** A communication plan and campaign to raise awareness about IT accessibility.
8. **Compliance Monitoring:** Processes for monitoring compliance, including compliance with any standards listed in this Requirements document.
9. **Evaluation:** An evaluation process to measure the effectiveness of the Program.
10. **Exception Process:** A process for determining exceptions and for ensuring the development, documentation, and communication of effective alternate forms of access.

B. Standards

Compliance to standards listed in this section must be considered high priority in the development and implementation of the Location's IT Accessibility Program and must be measured as part of the formal Program evaluation process.

1. Web Standard
Electronic information must meet the Web Content Accessibility Guidelines (WCAG) 2.0 at level AA Success Criteria. More information about the World Wide Web Consortium's (W3C) standards for accessibility can be found at the W3C website.
2. New Development and Purchases
New development and purchases, including development and purchases for major revisions and updates of existing electronic information resources, must receive higher priority over the retrofit of existing electronic information resources.

Additional standards for other electronic information resources may be identified over time and added to this Requirements document.

C. Exceptions

Conformance to standards may not always be feasible due to the nature of the content, the purpose of the resource, the lack of accessible solutions, or an unreasonably high administrative or financial cost necessary to make the resource accessible. However,

these difficulties do not relieve University programs or services from their IT accessibility obligations. University managers of programs and services must be prepared to provide content and/or services in a suitable alternative format (e.g., electronic text file or audio description) upon request.

III. RELATED INFORMATION

- **University of California**
 - UC IMT-1300 Information Technology Accessibility
 - [Electronic Accessibility at the University of California](#)
- **External**
 - [Americans with Disabilities Act](#)
 - [ADA as it applies to electronic information](#)
 - [Sections 504 and 508 of the Rehabilitation Act](#)
 - [Sections 504 and 508 as they apply to electronic information](#)
 - [Web Content Accessibility Guidelines \(WCAG\) 2.0](#)

IV. REVISION HISTORY

Version Number	Date	Changes
1.0	08/01/2013	Initial version.

SCHEDULE 6(B)

University policies and/or code of conduct applicable to 2U or any of 2U's activities on behalf of or in the name of University hereunder as of the Effective Date

Intellectual Property and Use of the University Name

- Campus Online Activities Policy:
<http://technology.berkeley.edu/policy/online.html>
- Patent Policy:
<http://policy.ucop.edu/doc/2500493/PatentPolicy>
- Policy on Copyright Ownership:
<http://www.universityofcalifornia.edu/copyright/systemwide/pcoi.html>
- Policy on Course Materials:
<http://policy.ucop.edu/doc/2100004/CourseMaterials>
- Policy on the Use of the University Name, Seals, and Trademarks:
<http://ombo.berkeley.edu/forms/policies/campuspolicy>
- Policy to Permit Use of the University Name:
<http://www.ucop.edu/ucophome/coordrev/da/da0864.html>
- Policy to Permit Use of the University Seal:
<http://www.ucop.edu/ucophome/coordrev/da/da0865.html>
- Representation of the University on Letterhead and Business Cards:
<http://www.ucop.edu/ucophome/coordrev/policy/9-28-99ltrhead.html>
- UC Code of Conduct for Trademark Licensees:
<http://www.ucop.edu/ucophome/coordrev/policy/1-05-00code.pdf>

Student Information – Privacy and Access

- Policies Applying To The Disclosure Of Information From Student Records:
<http://policy.ucop.edu/doc/2710533/PACAOS-130>
- Business and Finance Bulletin RMP-4, Vital Records Policy:
<http://policy.ucop.edu/doc/7020458/BFB-RMP-4>
- Business and Finance Bulletin RMP-7 on Privacy of and Access to Information Responsibilities: <http://policy.ucop.edu/doc/7020462/BFB-RMP-7>
- Business and Finance Bulletin RMP-8, Legal Requirements on Privacy of and Access to Information:
<http://policy.ucop.edu/doc/7020463/BFB-RMP-8>
- Policy on Student Applicant Records (RMP-11):
<http://policy.ucop.edu/doc/7020468/BFB-RMP-11>

Non-Discrimination and Harassment

- Guidelines Applying To Nondiscrimination On The Basis Of Disability
<http://policy.ucop.edu/doc/2710534/PACAOS-140> and
- Student-Related Policy Applying To Nondiscrimination On The Basis Of Sex:
<http://policy.ucop.edu/doc/2710535/PACAOS-150>
- Policy On Nondiscrimination:
<http://policy.ucop.edu/doc/2710522/PACAOS-20>
- University of California Policy on Sexual Harassment and Procedures for Responding to Reports of Sexual Harassment:
<http://policy.ucop.edu/doc/4000385/SexualHarassment>

Student Rights and Student Conduct

- Policy On University Obligations And Student Rights:
<http://policy.ucop.edu/doc/2710537/PACAOS-170>
- Berkeley_Campus_Code_of_Student_Conduct:
<http://sa.berkeley.edu/code-of-conduct>

Electronic Information

- Business and Finance Bulletin, IS-2 (Inventory, Classification, and Release of University Electronic Information):
<http://policy.ucop.edu/doc/7020447/BFB-IS-2>
- IS-3 (Electronic Information Security)
<http://policy.ucop.edu/doc/7000543/BFB-IS-3>

Miscellaneous

- Conflict of Interest Policy and Compendium of Specialized University Policies: Guidelines and Regulations Related Conflict of Interest (PDF):
<http://policy.ucop.edu/doc/1220367/BFB-G-39>
- Regulations Governing Conduct of Non-Affiliates in the Buildings and on the Grounds of the University of California:
<http://policy.ucop.edu/doc/3000127/NonAffiliateRegs>

EXHIBITS A-1, A-2, B, C, D and E

Exhibit A-1

Sample Berkeley Lead Landing Page

90% Complete

1

2

3

First Name

Last Name

Email

Country of Residence

— Select —

Phone

ZIP / Postal Code

State

— Select —

cybersecurity@berkeley's program partner, 2U, Inc., works with other universities to offer online graduate programs in cybersecurity and other related fields.

☒

Yes, I would like to learn more about these additional online graduate programs.

SUBMIT

Your privacy is important to us.




Exhibit A-2

Application Information Request

19% Complete

[Change My Password](#)[Save & Sign Out](#)[Preview Application](#)

● Use of Information

❗ Personal Information

↔ Language Information

↔ Program Information

↔ Academic Background

↔ Core Competencies

↔ GMAT/GRE

↔ Uploads

↔ Recommendations

Use of Information Agreement

Accuracy of Information

The submission of any false or misleading information of any kind in support of an application for admission to the Graduate Division at the University of California, Berkeley, can result in the permanent cancellation or rescission of admission by the Dean of the Graduate Division. It is the responsibility of the applicant to ensure that all information is accurate and complete.

Information Practices Act

The State of California Information Practices Act of 1977 requires the university to provide the following information to applicants for admission who are asked to supply data about themselves:

- The principal purpose for requesting information is to process your application for admission. Maintenance of this information is authorized by university policy.
- Furnishing information that is not designated as voluntary or optional is mandatory. Failure to provide such information will delay or can even prevent completion of the application process.

Do you agree to the terms outlined above? *

Yes, I have read and understand the above information and wish to proceed with my application. ▾

cybersecurity@berkeley's program partner, 2U, Inc., works with other universities to offer online graduate programs in cybersecurity and other related fields.

☒ Yes, I would like to learn more about these additional online graduate programs.

→ Save & Continue

Exhibit B

Sample Email to Admitted Applicants Choosing Not to Enroll (Declines)



8201 Corporate Drive | Suite 900 | Landover, MD 20785

Dear Jennifer,

While we, cybersecurity@berkeley's program partner, understand that you have chosen not to pursue your master's degree with UC Berkeley, there are other opportunities for you to pursue a career or graduate education cybersecurity.

With this in mind, we wanted to let you know that we partner with additional universities to offer online graduate programs in cybersecurity and other fields.

[button] REQUEST INFORMATION

If you would like to discuss additional opportunities to earn your degree online, you can contact an admissions counselor directly at XXX-XXX-XXXX.

We appreciate your interest and wish you the best of luck in your future endeavors.

Sincerely,
2U, Inc.

The letter above ("Letter") is sent on behalf of 2U, Inc., not the University of California (UC). UC does not approve or endorse, and is not responsible in any manner for the Letter or its content, accuracy, any opinions expressed or recommendations made therein. UC does not assume and will not have any liability or responsibility to you or any other person for any losses or damages arising out of or relating to the Letter or any other non-UC materials or web sites, products, or services.

AnnaLee Saxenian, cybersecurity@berkeley

By requesting more information, you are agreeing to be contacted by 2U, Inc. and its partner universities. You may unsubscribe from these communications at any time.

Exhibit C

Sample Email to Disengaged Prospects



8201 Corporate Drive | Suite 900 | Landover, MD 20785

Dear Jennifer,

We are the program partner of UC Berkeley's online Master of Science in Cybersecurity program and understand that you may be exploring options other than cybersecurity@berkeley.

With this in mind, we wanted to let you know that we partner with additional universities to offer online graduate programs in cybersecurity and other fields.

[button] REQUEST INFORMATION

If you would like to discuss additional opportunities to earn your degree online, you can contact an admissions counselor directly at XXX-XXX-XXXX.

Sincerely,
2U, Inc.

*The letter below ("Letter") is sent on behalf of 2U, Inc., not the University of California (UC). UC does not approve or endorse, and is not responsible in any manner for the Letter or its content, accuracy, any opinions expressed or recommendations made therein. UC does not assume and will not have any liability or responsibility to you or any other person for any losses or damages arising out of or relating to the Letter or any other non-UC materials or web sites, products, or services.
AnnaLee Saxenian, cybersecurity@berkeley*

By requesting more information, you are agreeing to be contacted by 2U, Inc. and its partner universities. You may unsubscribe from these communications at any time.

Exhibit D

Sample Email to Denied Applicants



8201 Corporate Drive | Suite 900 | Landover, MD 20785

Dear Jennifer,

Although the University of California was unable to offer you admission, we as cybersecurity@berkeley's program partner, we appreciate your interest in and desire to pursue your Master of Science in CyberSecurity.

With this in mind, we wanted to let you know that we partner with additional universities to offer online graduate programs in Cybersecurity and other fields.

[button] REQUEST INFORMATION

If you would like to discuss additional opportunities to earn your degree online, you can contact an admissions counselor directly at XXX-XXX-XXXX.

We appreciate your interest and wish you the best of luck in your future endeavors.

Sincerely,
2U, Inc.

The letter below ("Letter") is sent on behalf of 2U, Inc., not the University of California (UC). UC does not approve or endorse, and is not responsible in any manner for the Letter or its content, accuracy, any opinions expressed or recommendations made therein. UC does not assume and will not have any liability or responsibility to you or any other person for any losses or damages arising out of or relating to the Letter or any other non-UC materials or web sites, products, or services. AnnaLee Saxenian, cybersecurity@berkeley

By requesting more information, you are agreeing to be contacted by 2U, Inc. and its partner universities. You may unsubscribe from these communications at any time.

Exhibit E

Sample Email to Prospects Who Have Opted-In and Who Submit an Application



8201 Corporate Drive | Suite 900 | Landover, MD 20785

Dear Jennifer,

We are a technology service provider of University of California and understand that you have submitted an application for a master's degree program with UC Berkeley. We also work with [PROGRAM], the online Master of Science in Cybersecurity program from [SCHOOL].

This interdisciplinary program is designed and taught by the same [SCHOOL] faculty members who teach on campus, and takes advantage of a state-of-the-art online learning platform to blend live, face-to-face online classes with dynamic self-paced coursework.

You can choose to have your application separately reviewed for admission to [SCHOOL] for their online Master of Science in Cybersecurity program. To learn more about this option, please call [NUMBER] or if you would like your application to be reviewed by [PROGRAM], click the submit button below.

[SUBMIT BUTTON]

By clicking this button, I authorize my application to be shared with and reviewed by [PROGRAM]. I understand that my information will be shared with [SCHOOL], a university that is unaffiliated with the University of California. I may review the privacy policy for details.

The letter above ("Letter") is sent on behalf of 2U, Inc., not the University of California (UC). UC does not approve or endorse, and is not responsible in any manner for the Letter or its content, accuracy, any opinions expressed or recommendations made therein. UC does not assume and will not have any liability or responsibility to you or any other person for any losses or damages arising out of or relating to the Letter or any other non-UC materials or web sites, products, or services. AnnaLee Saxenian, cybersecurity@berkeley

ADDENDUM 1 TO MASTER SERVICES AGREEMENT

Article 5 of Schedule 1(k)i) requires that 2U encrypt Personal Information stored on portable devices or media subject to any exceptions approved by UC. Subject to the terms of that Article 5, UC hereby approves an exception to that encryption requirement for 2U employee owned portable devices. The foregoing exception does not relieve 2U of any other obligation under the Agreement.

By: Ling Zhu
Ling Zhu (Nov 15, 2016)

Name: Ling Zhu

Title: Associate Director, BCBP