

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment (this "Amendment") to Memorandum of Understanding (the "MOU") is made with an effective date of March 3, 2017 (the "Effective Date"), by and between Trilogy Education Services, LLC, a Delaware limited liability company ("TES") and The Regents of the University of California, on behalf of the University of California Berkeley Extension ("UCB" and together with TES, the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the MOU.

WHEREAS, UCB and TES entered into that certain MOU dated September 21, 2016 whereby they would offer an intensive coding boot camp (the "Program").

WHEREAS, UCB and TES desire to amend the MOU to add a new program on data visualization and analytics titled "The Data Visualization Coding Bootcamp at UC Berkeley Extension" (the "New Program").

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

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

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

2. Other Agreements.

a. The parties anticipate a sales and marketing launch for the New Program in March 2017, with the first cohort to start in June 2017.

b. UCB will not offer any data boot camp or program substantially the same or similar to the New Program as defined in Section 1.a above in the Berkeley, California metropolitan area or online except as offered by UCB with and through TES while this Agreement is in effect, it being understood that the foregoing in no way restricts UCB's ability to offer (i) any existing or new courses or programs of the same type and formats as currently being offered to the public in its normal course of business, whether or not such course or program involves advanced data science topics such as machine learning and deep

- learning; or (ii) any programs of whatever type focused on more advanced data science topics such as deep learning and machine learning, or to data wrangling, data mining, statistical modeling, and machine learning on data sets that may be very large and/or complex.
- c. TES shall not re-use leads generated under the MOU for any purpose other than to recruit students for UCB's programs. TES shall share leads that are 12 months old and are no longer active with UCB so that UCB may market other non-competing programs to those leads.
 - d. The New Program will be launched with one section of between twenty-five (25) and thirty (30) students at consumer facing price point of \$11,500. UCB shall provide a classroom that holds up to thirty (30) students.
 - e. Except as specified in this Amendment, all other provisions of the MOU related to the Program shall be applicable to the New Program.

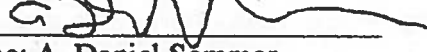
3. No Other Amendments. Except as modified by the terms of this Amendment, the MOU is hereby ratified and confirmed in its entirety, and shall remain in full force and effect in accordance with its terms.

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

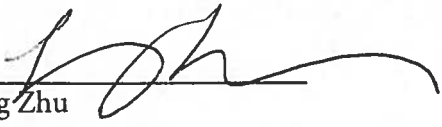
[Signatures on Following Page]

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

TRILOGY EDUCATION SERVICES, LLC

By: 
Name: A. Daniel Sommer
Title: CEO

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, ON BEHALF OF THE
UNIVERSITY OF CALIFORNIA BERKELEY
EXTENSION

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