

**AGREEMENT FOR
DIGITAL EDUCATION AND OTHER SERVICES**

**BY AND BETWEEN
THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
AND
2U, INC.**

MASTER TERMS AND CONDITIONS FOR DIGITAL EDUCATION AND OTHER SERVICES

THESE MASTER TERMS AND CONDITIONS FOR DIGITAL EDUCATION AND OTHER SERVICES ("Master Terms") are made and entered into and shall be effective as of November 19, 2020 ("Effective Date"), by and between The University of North Carolina at Chapel Hill ("University"), and 2U, Inc., a Delaware corporation registered and doing business in North Carolina ("2U").

RECITALS:

WHEREAS, the University's mission is to serve as a center for research, scholarship, and creativity and to teach a diverse community of undergraduate, graduate, and professional students to become the next generation of leaders;

WHEREAS, through the efforts of the University's exceptional faculty and staff, and with generous support from North Carolina's citizens, the University invests its knowledge and resources to enhance access to learning and to foster the success and prosperity of each rising generation;

WHEREAS, the University also extends knowledge-based services and other resources to the people of North Carolina and their institutions to enhance the quality of life for all people in the State;

WHEREAS, the University desires to work with a seasoned and sophisticated education technology company to facilitate the development and support of high-quality digital education experiences which are an extension of the commitment to quality represented across the University's academic programs;

WHEREAS, the University seeks to collaborate with a well-established education technology firm in pursuit of learning experiences that are focused on learner-participant outcomes, approaches that leverage the substantial expertise of the University's faculty, and increased capacity for using digital and flexible approaches to education that can help the University continue its position as a leader in an evolving higher education landscape;

WHEREAS, the University issued a Request for Proposal, #OPM41019, on April 10, 2019 ("RFP"), requesting proposals from qualified, experienced online program management firms to provide services, supplies, and equipment in support of the development, implementation, and management of degree programs, certificate programs, and other non-degree educational opportunities leveraging digital technologies and serving current and future learners at the University;

WHEREAS, 2U submitted a proposal in response to the RFP for education technology services on May 31, 2019;

WHEREAS, the University selected 2U as its exclusive education technology firm (as contemplated herein) based on 2U's proven ability to provide such expert education technology, personnel, equipment, and facilities necessary to accomplish such services; and

WHEREAS, the University's residential and nonresidential digital education programming will be a revenue generating endeavor which may include, but is not limited to, commercializing intellectual property developed at the University.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by both Parties, the benefits of which flow to each Party from each other, and in further consideration of the mutual covenants, terms, conditions, restrictions, and representations contained or incorporated in these Master Terms, the Parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** In these Master Terms, the following terms shall bear the following meanings:

- 1.1.** **2U** means 2U, Inc., and its Affiliates (including, but not necessarily limited to, Trilogy and GetSmarter), successors, and assigns.
- 1.2.** **Addendum** means (a) with respect to Full-Service Digital Graduate Degree Programs, any addendum to Schedule I memorializing a Full-Service Digital Graduate Degree Program to be delivered by the Parties in accordance therewith that has been executed by the Parties and incorporated by reference into the Agreement; (b) with respect to Bootcamps, any addendum to Schedule II memorializing any Bootcamp to be delivered by the Parties in accordance therewith that has been executed by the Parties and incorporated by reference into the Agreement; (c) with respect to Short Courses, any addendum to Schedule III memorializing a Short Course to be delivered by the Parties in accordance therewith that has been executed by the Parties and incorporated by reference into the Agreement; (d) with respect to a SSDGD Program, any addendum to Schedule IV memorializing those Services to be delivered by 2U in support of a SSSDGD Program; and (e) any addendum to any other Schedule memorializing those Services to be delivered by 2U in support of the program to be offered pursuant to said Schedule.
- 1.3.** **Affiliate(s)** means any other party that directly or indirectly, through one (1) or more intermediaries, controls, is controlled by, or is under common control with, 2U.
- 1.4.** **Agreement** means these Master Terms and all Schedules, Addenda, Amendments, exhibits, appendices, attachments, service level agreements, data protection agreements, and any other agreements mutually agreed upon by the Parties and incorporated by reference as if the same were fully set forth herein.
- 1.5.** **Amendment** means any written change to the Agreement executed by the Parties.
- 1.6.** **Applicant** means a prospective Participant to any Digital Education Program offered by the Parties pursuant to the Agreement that initiates or submits an application to a Schedule I, Schedule II, or Schedule IV program, or an enrollment form for a Schedule III program.
- 1.7.** **Applicant Data** means data provided by an Applicant (a) in connection with an application to a Schedule I, Schedule II, or Schedule IV program, or an enrollment form for a Schedule III program, offered by the Parties pursuant to the Agreement; (b) submitted in connection with a partial or complete application or enrollment form; or (c) related to any assessment or evaluation of the Applicant's application or enrollment form. Applicant Data does not include Prospect Data.

- 1.8. **Board of Governors** ("BOG") means the Board of Governors of The University of North Carolina.
- 1.9. **Board of Trustees** means the Board of Trustees of The University of North Carolina at Chapel Hill.
- 1.10. **Bootcamp** means any instructional program 2U provides to Bootcamp Participants on behalf of the University pursuant to and as further defined in Schedule II and any Addendum thereto.
- 1.11. **Bootcamp Course Materials** means all course materials and asynchronous components of any Bootcamp, including lectures, simulations, videos, PowerPoint presentations, text, videos, audio clips, photos, graphics, and other course content that are produced by 2U related to any Bootcamp, and all know-how, methodologies, processes, technologies, or other Intellectual Property Rights contained in such course materials and/or otherwise used in providing any Bootcamp including any and all additions, improvements, supplements, enhancements or developments to the course materials that are used in the Bootcamp.
- 1.12. **Change in Control** means (a) the sale or other disposition of all or substantially all of the assets of 2U, or (b) the merger, consolidation, acquisition, or similar transaction(s) of 2U resulting in the stockholders of 2U immediately before such transaction or series of related transactions owning less than fifty percent (50%) of the voting power of the surviving entity in such transaction or series of related transactions immediately after such merger, consolidation, acquisition, or similar transaction(s); provided, however, that (i) any transaction(s) effected primarily to change the domicile of 2U, (ii) any transaction(s) effected principally for bona fide equity financing purposes in which cash is received by 2U or indebtedness of 2U is cancelled or converted or a combination thereof, or (iii) a sale, lease, transfer, exclusive license or other disposition to, or merger with or into, a wholly-owned subsidiary of 2U shall not, in each case, constitute a Change in Control.
- 1.13. **Curriculum** means the educational objectives of a Digital Education Program and the planned interaction of Participants with instructional content, materials, resources, and processes for the attainment of the applicable educational objectives.
- 1.14. **Curriculum Materials** means all course materials and asynchronous components of any course, including lectures, simulations, PowerPoint presentations, text, videos, audio clips, photos, graphics, any other content and materials, and all know-how, methodologies, processes, technologies, or other Intellectual Property Rights contained in such course materials used in any Schedule program, including any and all additions, improvements, supplements, enhancements, or developments to such course materials, that are: (a) provided by the University or University faculty and staff to 2U under the Agreement; or (b) required of 2U by the University or University faculty and staff under the Agreement, to be included in, or to assist 2U in the development of, the Produced Segments, including but not necessarily limited to, Schedules I, III, and IV (but specifically excluding Schedule II).

- 1.15. **Data Protection Laws** means any applicable Law(s) and Regulation(s) relating to the processing of Personal Information, privacy, data protection, data breach response and notification, and any successor legislation, as implemented in each jurisdiction, and all amendments, or all other applicable international, regional, or national data protection laws and regulations.
- 1.16. **Day(s)** means any day that is not a Saturday, Sunday, University Holiday or University Closed Day as shown on the annual University calendar, or day when the majority of the University administrative functions are not operational due to a declared emergency.
- 1.17. **Deliverable** means any information, items, and content identified by the Parties to be developed or prepared by 2U for the University pursuant to the Agreement.
- 1.18. **Digital Education Program** means a University educational course offering or comprehensive course of study, intended for an external-facing audience and for which the University charges the participants a fee, whether or not for credit, that is enhanced with online instruction, whether offered entirely online or with a substantial component of online instruction that is blended with traditional in-person instruction. For the avoidance of doubt, the term Digital Education Program includes Bootcamps offered by the Parties under Schedule II.
- 1.19. **Digital Graduate Degree Program** means a graduate or professional degree program offered by the University for which the primary method of education is online.
- 1.20. **Existing Full-Service Digital Graduate Degree Programs** means those four (4) programs developed prior to the Effective Date between the Parties for the University's Kenan-Flagler Business School, School of Government, and Gillings School of Global Public Health.
- 1.21. **Full-Service Digital Graduate Degree Program** means any graduate or professional degree program for which 2U provides Services to the University pursuant to Schedule I and any Addendum thereto.
- 1.22. **GetSmarter** means 2U GetSmarter (U.S.), LLC, a wholly-owned subsidiary of 2U, and its Affiliates.
- 1.23. **Government** means any and all governmental bodies, agencies, authorities, regulators, and courts having jurisdiction over the Agreement, the University, 2U, or the provision of digital education.
- 1.24. **GST** means all Taxes imposed on the supply of goods and services and in the nature of sales taxes, use taxes, goods and services taxes, or value-added taxes, and includes any interest, penalties, additions to tax, or additional amounts in respect of any of the foregoing.
- 1.25. **Intellectual Property Rights** means any and all ideas, concepts, techniques, inventions, designs, processes, or works of authorship that are or may be the subject of protection, such as (a) patents, patent disclosures, and inventions; (b) trademarks, service marks,

trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and all renewals, reissues, reexaminations, extensions, divisions, continuations, continuations in part, and counterparts (whether foreign or domestic) of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Laws and Regulations in any jurisdiction throughout the world.

- 1.26. **Key Position** means (a) the General Manager; and (b) any other 2U employee that the Parties identify as a "Key Position" in a Schedule or an Addendum.
- 1.27. **Laws and Regulations** means the applicable laws, rules, regulations, ordinances, codes, licensing requirements, tariffs, and orders of any and all bodies, agencies, authorities, Governments, and courts applicable to the University or 2U based on the University's or 2U's operations, incorporation, establishment, or otherwise.
- 1.28. **Marketing Materials** means microsites, brochures, scripts, and other marketing content created, developed, or otherwise used by 2U to promote a Digital Education Program offered by the Parties pursuant to the Agreement, but excluding SSDGD Marketing Materials, Brands, Program Trademarks, University Intellectual Property, and any Curriculum Materials.
- 1.29. **N.C.G.S.** means the North Carolina General Statutes.
- 1.30. **Other Program** means any program enabled by 2U other than (a) any program offered by the Parties pursuant to the Agreement; and (b) the Existing Full-Service Digital Graduate Degree Programs.
- 1.31. **Other Program School ("OPS")** means any institution of higher education with which 2U offers an Other Program.
- 1.32. **Participant** means any person participating or enrolling in any Digital Education Program offered by the Parties pursuant to this Agreement.
- 1.33. **Party** means either the University or 2U, as applicable. "Parties" means the University and 2U, collectively.
- 1.34. **Personal Information** means (a) any information that can be used to identify an individual (including, but not limited to, Social Security number(s), name(s), email address(es), physical address(es), phone number(s), user name(s), password(s), identifiable location information, driver's license, Government-issued identification number(s), account number(s), unique device identifier(s), and internet protocol address(es)); or (b) any other information that is otherwise considered personally identifiable information, personal data, personal financial information, identifying data, an educational record, or identifying information under any Data Protection Law.

- 1.35. **Platform** means (a) for Full-Service Digital Graduate Degree Programs and for SSDGD Programs, the Schedule I Platform (as defined in Schedule I); (b) for Bootcamps, the Schedule II Platform (as defined in Schedule II); (c) for Short Courses, the Schedule III Platform (as defined in Schedule III); and (d) any other software suite or online application provided by 2U to the University under any other Schedule hereto. For the avoidance of doubt, the Platform includes any third party software or application licensed by 2U and excludes any third party software or application (i) not licensed by 2U, or (ii) which 2U licensed as required by the University or its faculty (including any third party software licensed by the University), provided that 2U does not incorporate such required software or application into its standard Platform.
- 1.36. **Platform Usage Data** means "de-identified information" collected or generated by 2U regarding the tracking and analysis of users' interactions with the Platform and specifically excludes student education records protected by FERPA, University Intellectual Property, and academic content submitted by Participants, students, staff, or faculty. As used in the preceding sentence, "de-identified information" means information that has had enough Personal Information removed or obscured such that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual.
- 1.37. **Policies and Procedures** means those policies and procedures of the University, the Board of Trustees, the System, or the BOG, applicable to the University and reasonably applicable to 2U in its performance of Services and Work hereunder.
- 1.38. **Program MAE** means a material adverse effect on the enrollment and/or the quality of a Digital Education Program offered by the Parties pursuant to the Agreement resulting from a change in (a) the level of financial, technological, or human resources that 2U invests in the development and service of a Digital Education Program offered by the Parties pursuant to the Agreement; or (b) the quality of the Schedule I Platform, the Schedule II Platform, the Schedule III Platform, and any other Platform made available by 2U to the University pursuant to any future Schedule(s) under the Agreement, or the Services.
- 1.39. **Program Term** means the term (including any renewal terms) of any Full-Service Digital Graduate Degree Program or SSDGD Program (defined below) as defined in any Schedule I or IV Addendum.
- 1.40. **Program Trademarks** means the trademarks, service marks, and trade dress owned by the University that are identified in any Schedule I Addendum as the Program Trademarks or otherwise agreed upon by the Parties to be Program Trademarks.
- 1.41. **Produced Segments** means the asynchronous components of a Digital Education Program offered by the Parties pursuant to the Agreement (excluding Bootcamps offered by the Parties pursuant to Schedule II and any Addendum thereto), including lectures, simulations, videos, PowerPoint presentations, text, audio clips, photos, graphics, and any other course content and materials that are produced by 2U from the Curriculum and Curriculum Materials and made available to Participants through the Schedule I or

Schedule III Platforms, and any other Participants as may be set forth in any future Schedule(s) and/or Addendum(s).

- 1.42. **Prospect** means any prospective Participant (excluding Applicants) to any Schedule I, II, or III program that 2U identifies through its marketing strategies as interested in a Schedule I, II, or III program offered by the Parties pursuant to the Agreement.
- 1.43. **Prospect Data** means (a) data collected or generated by 2U from or about a Prospect that is not provided or submitted in connection with an application to any Digital Educational Program, or (b) data collected or generated by 2U about a Prospect that provides rights to 2U to market Other Programs to that Prospect. Prospect Data does not include Applicant Data, Participant or student education records, or other University Data related to the Prospect that is combined with Prospect Data.
- 1.44. **Schedule** means a schedule appended to these Master Terms containing the terms and conditions applicable to a particular Digital Education Program offered by the Parties pursuant to the Agreement.
- 1.45. **Services** means those services to be performed by 2U for the University as set forth in the Agreement, but excluding the Work.
- 1.46. **Short Course** means any online course provided to Short Course Participants on behalf of the University pursuant to Schedule III and any Addendum thereto.
- 1.47. **Small Scale Digital Graduate Degree Program** ("SSDGD Program") means any graduate or professional degree program for which 2U provides certain Services to the University pursuant to Schedule IV and any Addendum thereto.
- 1.48. **SSDGD Marketing Materials** means microsites, brochures, scripts, and other marketing content created, developed, or otherwise used by a Party to promote a SSDGD Program.
- 1.49. **State** means the State of North Carolina, all of its agencies, departments, units, and political subdivisions, its Governor, and its General Assembly.
- 1.50. **Subcontractor** means any person or entity (individual, partnership, firm, joint venture, corporation, or any combination thereof) who has a contract with 2U, an Affiliate, or a 2U contractor to perform any Services or Work.
- 1.51. **System** means The University of North Carolina System.
- 1.52. **Tax(es)** means all domestic and foreign Government taxes of any nature, whether collected or paid directly, indirectly, or on a withholding basis, and whether denominated as documentary taxes, excise taxes, stamp taxes, sales taxes, use taxes, goods and services taxes, value-added taxes, transfer taxes, registration taxes, business taxes, occupation taxes, disability taxes, currency exchange taxes, customs duties, tariffs, gross receipts taxes, net income taxes, or franchise taxes, and includes any interest, penalties, additions to tax, or additional amounts in respect of any of the foregoing.

- 1.53. **Term** means the length of the Agreement, commencing on the Effective Date and, subject to any earlier termination as set forth herein, continuing for ten (10) years thereafter.
- 1.54. **Third-Party Vendor** means any entity with whom the University contracts for the provision of services or software that are intended primarily and specifically to support any Digital Education Program(s). For the avoidance of doubt, a Third-Party Vendor does not include individuals retained by the University as independent contractors rather than full-time employees, provided that such individuals retained by the University do not engage persons or entities as subcontractors to perform services that are the same or functionally similar to Services that 2U provides as contemplated by this Agreement.
- 1.55. **Trilogy** means Trilogy Education Services, LLC, a wholly-owned subsidiary of 2U, and its Affiliates.
- 1.56. **University** means The University of North Carolina at Chapel Hill.
- 1.57. **University Data** means all data and/or records, in any form or medium, that (a) are owned by the University; (b) are collected by 2U on behalf of the University in connection with any Digital Education Program or otherwise pursuant to the Agreement for use within or relating to the administration, operations, governance, or mission of the University or any unit of the University; or (c) the University has a legal, contractual, or regulatory right or obligation to control. University Data includes, but is not necessarily limited to, data and/or records that constitute the University's Confidential Information, Applicant Data, Participant or student education records, or University Intellectual Property, but it does not include data and/or records that constitute Prospect Data, Platform Usage Data, 2U Intellectual Property, or any other data and/or records that 2U has a legal, contractual, or regulatory right or obligation to control.
- 1.58. **Work** means 2U's performance obligations set forth in Section 4.3 (Market Feasibility Analysis), Section 5.13 (Pipeline Report), Section 8 (Research Hub), Section 9 (Faculty and Staff Recruitment and Institutional Development), and Section 10 (Strategic Partnerships).
- 1.59. **Work Product** means the Produced Segments and any contributions, modifications, or derivative works made by 2U to the Curriculum Materials, whether stored or on tape, computer disks, on a cloud-based system, or any other medium, and all derivative works of such Produced Segments and Curriculum Materials that are conceived, created, or developed by 2U, or its Subcontractors in its performance of the Services, but specifically excluding Schedule II Bootcamp Course Materials and any such other materials that the Parties identify and explicitly agree in a Schedule or an Addendum to be excluded from Work Product (collectively the "Excluded Materials").

2. **SCOPE OF THE AGREEMENT.**

- 2.1. **Generally.** The Parties desire to work together in a manner that complies with all applicable Laws and Regulations and Policies and Procedures to facilitate the development and support of high quality digital education experiences for residential and

non-residential students that support the University's goal to pursue innovative digital approaches to education and that will:

- (a) increase the reach of the University's educational programs;
- (b) provide high quality learning experiences through digital and other flexible approaches for a variety of University class and program sizes;
- (c) bolster the University's in-house capacity for offering digital education services and programs;
- (d) explore and pilot new and innovative digital strategies that can be used across the University;
- (e) build a portfolio of services and programs that are at a minimum financially sustainable and contribute to the growth of new services and programs; and
- (f) develop, implement, and manage educational opportunities leveraging digital technologies and serving current and future learners at the University.

The Agreement is intended to provide a mechanism for the realization of the University's goals and a framework for the relationship between the Parties.

- 2.2. **Non-Exhaustive.** These Master Terms set out certain terms that govern the collaboration between the Parties, including as further articulated in various Schedules and Addenda. The Parties understand and agree that these Master Terms do not address all matters upon which agreement must be reached in order for the transactions and activities contemplated under this Agreement to be consummated, and the Parties shall memorialize those additional terms and conditions with respect to any individual matter(s) in a Schedule and/or Addendum, as appropriate.

3. **TERM.**

- 3.1. **In General.** The Term will commence on the Effective Date and, subject to any earlier termination as set forth herein, shall continue for ten (10) years thereafter. Absent prior express mutual written agreement, the Parties may not execute any new Addenda after the expiration of the Term.
- 3.2. **Schedules I and IV.** Schedules I and IV Addenda may extend beyond the expiration of the Term until the end of the Program Term set forth in each applicable Addendum. If any Schedule I or Schedule IV Addendum is in effect at the expiration of the Term, the applicable Master Terms shall survive such expiration and continue to apply to each such Schedule I or Schedule IV Addendum through each respective Program Term except for the following provisions: Section 4.3 (Market Feasibility Analysis); Section 5 (Exclusivity); Section 6 (Capital Investments); Section 7 (Full-Service Digital Graduate Degree Program Launch Cadence); Section 8 (Research Hub); and Section 9 (Faculty and Staff Recruitment and Institutional Development).

4. IMPLEMENTATION OF 2U SUPPORTED DIGITAL EDUCATION PROGRAMS.

4.1. Existing Programs Developed by the Parties.

- (a) **Existing Full-Service Digital Graduate Degree Programs.** The Parties acknowledge the existence of four (4) Existing Full-Service Digital Graduate Degree Programs developed by the Parties prior to the Effective Date. These "Existing Degree Contracts" shall remain in full force and effect as separate transactions according to their respective terms and conditions. The Existing Degree Contracts are:
- (i) Services Agreement for MBA@UNC program originally dated November 1, 2010, as amended;
 - (ii) Master Services Agreement for digital MPA program originally dated January 30, 2012, as amended;
 - (iii) Services Agreement for digital MAC program originally dated May 7, 2014; and
 - (iv) Master Services Agreement, including a Program Design and Specification Form for digital MPH program, originally dated June 9, 2017.
- (b) **Existing Bootcamps.** The Parties acknowledge the existence of a certain Memorandum of Understanding for bootcamp services with the University on behalf of the William and Ida Friday Center for Continuing Education originally dated March 1, 2016 ("MOU"), as amended. Pursuant to that MOU, the Parties offered four (4) programs prior to the Effective Date: (i) Coding; (ii) Data Analytics; (iii) Digital Marketing; and (iv) Technical Project Management (collectively, "Existing Bootcamps"). These Master Terms and Schedule II apply to those Existing Bootcamps and replace the MOU upon the Parties' execution of Schedule II Addenda memorializing the Existing Bootcamps.

4.2. Implementation of New Programs.

- (a) **Full-Service Digital Graduate Degree Programs.** In addition to these Master Terms, the terms and conditions of Schedule I shall apply to all Full-Service Digital Graduate Degree Programs (excluding the Existing Full-Service Digital Graduate Degree Programs). Unique terms for each Full-Service Digital Graduate Degree Program shall be added to the Agreement in a separate Addendum to Schedule I. The **Full-Service Digital Graduate Degree Program Appendix to Schedule I** shall be a running list of all Full-Service Digital Graduate Degree Programs offered by the Parties under the Agreement, and each Full-Service Digital Graduate Degree Program shall be added to the Full-Service Digital Graduate Degree Program Appendix to Schedule I after the Parties have set forth specific terms via a Schedule I Addendum.

- (b) **Bootcamps.** In addition to these Master Terms, the terms and conditions of Schedule II shall apply to all Bootcamps. Unique terms for each Bootcamp shall be added to the Agreement in a separate Addendum to Schedule II. The **Bootcamp Appendix to Schedule II** shall be a running list of all Bootcamps offered by the Parties under the Agreement, and each Bootcamp shall be added to the Bootcamp Appendix to Schedule II after the Parties have set forth specific terms via a Schedule II Addendum.
- (c) **Short Courses.** In addition to these Master Terms, the terms and conditions of Schedule III shall apply to all Short Courses. Unique terms for each Short Course shall be added to the Agreement in a separate Addendum to Schedule III. The **Short Course Appendix to Schedule III** shall be a running list of all Short Courses offered by the Parties under the Agreement, and each Short Course shall be added to the Short Course Appendix to Schedule III after the Parties have set forth specific terms via a Schedule III Addendum.
- (d) **Small Scale Digital Graduate Degree Programs.** In addition to these Master Terms, Schedule IV sets forth a non-exhaustive list of Services which the University may purchase in support of any SSDGD Program. The Parties shall memorialize those Services to be provided, pricing, and any unique terms for each SSDGD Program, which shall be added to the Agreement in an Addendum to Schedule IV. The **Small Scale Digital Graduate Degree Program Appendix to Schedule IV** shall be a running list of all SSDGD Programs offered by the Parties under the Agreement, and each SSDGD Program shall be added to the Small Scale Digital Graduate Degree Program Appendix to Schedule IV after the Parties have set forth specific terms via a Schedule IV Addendum.
- (e) **Other Opportunities.** The Parties may identify other opportunities for collaboration in addition to those contemplated above. If the Parties mutually decide to pursue any such opportunity for incorporation into the Agreement, the Parties shall create a new Schedule to memorialize the terms of each such arrangement.
- 4.3. **Market Feasibility Analysis.** In order to recommend new opportunities that would serve the Parties' respective interests, the mission of the University, and improve the products and Services 2U offers to the University, the University has requested that 2U, and 2U has agreed to, use its marketplace expertise, proprietary algorithms, Platform Usage Data that includes data that 2U has collected from Other Program Schools solely to the extent permitted by Laws and Regulations and its applicable agreements with such Other Program Schools, and other non-public, confidential business and technical trade secret information of 2U, to conduct a market feasibility analysis to identify potential new digital education opportunities at the University. In collaborating with University stakeholders, 2U's market feasibility analysis shall include current and potential graduate, professional, and undergraduate digital degree programs, Short Courses, certificate programs, and other for-credit or non-credit learning experiences with a market potential for digital formats. The market feasibility analysis shall also identify degrees or other offerings for which 2U has reasonably determined a digital format is unfeasible. The market feasibility analysis shall include, but is not necessarily limited to, job placement data related to

digital education offerings, offerings by the University's competitors, and data regarding size and credentialed offerings, future outlook indicators, search engine tool data, aggregate student demographics, tuition rates, estimates of timelines to develop the opportunities identified, tools used to gather data for the market feasibility analysis, and sources for the data used to compile the market feasibility analysis. 2U shall complete the first market feasibility analysis within eight (8) weeks of the Effective Date and shall refresh the market feasibility analysis annually during the Term. 2U shall use market feasibility analyses prepared for the University only in connection with its provision of Services under the Agreement, and 2U shall not disclose the market feasibility analyses to any third party without express prior written consent from the University, except to the extent required by Laws and Regulations. 2U hereby identifies each market feasibility analysis produced hereunder, all supporting information used to create each market feasibility analysis (excluding University Data and University Intellectual Property), 2U's approach and methodologies used to create each market feasibility analysis, and all versions of each market feasibility analysis, to constitute 2U's trade secrets pursuant to N.C.G.S. § 66-152 *et seq.*, the North Carolina Trade Secrets Protection Act, and 2U's Confidential Information pursuant to N.C.G.S. § 132-1.2 and pursuant to Section 18.1 below. 2U acknowledges that it shall be responsible to designate or indicate each market feasibility analysis as "confidential" or as a "trade secret" at the time of its initial disclosure to the University. For the avoidance of doubt, the University shall comply with applicable Laws and Regulations, subject to the Notice requirements in Section 18.8.

- 4.4. Final Authority.** The University shall at all times remain the final authority with respect to any educational offering delivered pursuant to the Agreement.

- 5. EXCLUSIVITY.** During the Term, the Parties' exclusivity in collaborating to offer Digital Education Programs shall be as follows:

5.1. Scope of Exclusivity for Digital Graduate Degree Programs.

- (a) **Digital Graduate Degree Programs Developed Internally.** At any time, the University may develop and offer any Digital Graduate Degree Program: (i) without engaging a Third-Party Vendor, (ii) subject to Sections 5.6(a) and (b) below; or (iii) by limiting its Third Party Vendor engagements to those types of agreements listed in Section 5.7.
- (b) **Schedule I Degree List.** 2U shall include in its annual market feasibility analysis described in Section 4.3 a list of Digital Graduate Degree Programs that 2U is willing to develop and offer with the University as Full-Service Digital Graduate Degree Programs (the "Schedule I Degree List"). If the University chooses to offer any Digital Graduate Degree Program on the Schedule I Degree List, the University shall develop and offer such Digital Graduate Degree Program with 2U under the terms of Schedule I. Notwithstanding the foregoing, the University may develop and offer any Digital Graduate Degree Program on the Schedule I Degree List without engaging 2U's Services if the University limits its spending on Third-Party Vendors engaged to develop and support such program ("Third-Party Vendor Spend") to fifteen percent (15%) of the projected gross revenues of the applicable Digital Graduate Degree Program, subject to Sections 5.6 and 5.7 below. For the

avoidance of doubt, at any time, the Parties may mutually agree to develop a Digital Graduate Degree Program pursuant to Schedule I.

- (c) **Programs Not on the Schedule I Degree List.** If the University chooses to develop and offer a Digital Graduate Degree Program that is not included on the Schedule I Degree List, the University may either (i) develop and offer that Digital Graduate Degree Program with 2U under Schedule IV, or (ii) limit its Third-Party Vendor Spend for that Digital Graduate Degree Program to thirty percent (30%) of the projected gross revenues of the applicable Digital Graduate Degree Program, subject Sections 5.6 and 5.7 below. 2U shall not decline to offer Services to the University on the terms set forth in Schedule IV. The date for determining whether a Digital Graduate Degree Program is not on the Schedule I Degree List (and thus subject to the thirty percent (30%) limit on Third-Party Vendor Spend and not the fifteen percent (15%) limit on Third-Party Vendor Spend) shall be the date the University provides Notice to 2U of its intent to develop and offer a new Digital Graduate Degree Program without 2U.
- (d) **Mid-Year Amendments to Schedule I Degree List.** Should 2U wish to modify the current Schedule I Degree List informed by the market feasibility analysis provided annually pursuant to Section 4.3 above, the Parties shall mutually agree to any such mid-year modification.
- (e) During the Term, 2U shall not develop any Digital Graduate Degree Program on behalf of any institution of higher education with its primary physical campus located in the State except upon having first obtained the University's prior express written approval.

5.2. Scope of Exclusivity for Bootcamps.

- (a) At any time, the University may, without engaging a Third-Party Vendor, internally develop and offer any skills-based training that would meet the definition of a "Bootcamp" if delivered with 2U pursuant to Schedule II.
- (b) The University may develop and offer any skills-based training that would otherwise meet the definition of a "Bootcamp" if delivered with 2U pursuant to Schedule II with parties other than 2U as permitted by the Agreement. Additionally, at any time, the University may develop and offer any skills-based training that would meet the definition of a "Bootcamp" if it were delivered with 2U pursuant to Schedule II by limiting its Third-Party Vendor engagements to those set forth in Sections 5.2(c) (ii), (iii), and (iv) below.
- (c) The Parties shall develop Bootcamps pursuant to the terms in Schedule II as follows:
 - (i) 2U may propose to develop any skills-based training in 2U's portfolio with the University as a Bootcamp pursuant to Schedule II. If the University rejects or fails to accept such proposal within sixty (60) Days, 2U may

offer such proposed Bootcamp with any other institution(s) of higher education in the State.

- (ii) The University may propose to develop a new skills-based training not yet in 2U's portfolio as a Bootcamp with 2U pursuant to Schedule II. If 2U rejects or fails to accept the proposal within sixty (60) Days, the University may develop and offer such proposed skills-based training with any third party. For the avoidance of doubt, the University may develop and offer any skills-based training with a third party that would otherwise meet the definition of a "Bootcamp" if delivered with 2U pursuant to Schedule II that does not Directly Compete with any existing skills-based training in 2U's portfolio. "Directly Compete" means: (A) the content of the skills-based training(s) proposed by the University and the content of the skills-based training(s) in 2U's portfolio have greater than seventy-five percent (75%) overlap in the skills and competencies taught, and (B) the market for prospective Participants is substantially similar.
- (iii) The University may engage a Third-Party Vendor to develop and offer any skills-based training that would otherwise meet the definition of a Bootcamp in Schedule II only if such skills-based training does not Directly Compete with any skills-based training in 2U's portfolio at the time the University contracts with a Third-Party Vendor to offer such skills-based training. If, during the Term, the University develops and offers any skills-based training(s) and 2U later adds a skills-based training to its portfolio that Directly Competes with the University's offering, the University may switch providers to 2U within twelve (12) months of 2U adding the skills-based training to its portfolio and develop such skills-based training as a Bootcamp pursuant to Schedule II. Should the University not so switch providers, 2U may deliver the Directly Competing skills-based training with any other institution(s) of higher education in the State. Subject to Section 5.12 below, and except as permitted pursuant to this Section 5.2(c)(iii), 2U shall not develop any skills-based training with any institution of higher education with its primary physical campus located in the State that would otherwise meet the definition of a "Bootcamp" if delivered with the University pursuant to Schedule II.
- (iv) Notwithstanding the provisions of Section 5.2(c)(ii) and (iii), should 2U offer any skills-based training with another educational institution in the State under the terms of Section 5.2(c)(i), the University may develop and offer a skills-based training that Directly Competes with such skills-based training.

5.3. Scope of Exclusivity for Short Courses.

- (a) At any time, the University may internally develop and offer any skills-based training that would meet the definition of a "Short Course" if delivered with 2U pursuant to Schedule III without engaging a Third-Party Vendor.

- (b) The University may only develop and offer any online course that would otherwise meet the definition of a "Short Course" if delivered with 2U pursuant to Schedule III without engaging 2U provided that the University limits its Third-Party Vendor Spend to thirty percent (30%) or less of the projected gross revenues of the applicable online course, subject to Sections 5.6 and 5.7 below.
 - (c) If either Party proposes to develop and offer a Short Course with the other Party and the other Party declines the proposal or fails to accept the proposal within sixty (60) Days, the proposing Party may develop and offer the online course that would constitute a Short Course if it were delivered with the other Party pursuant to Schedule III on its own or with a third party without limitation (i.e., the University will have no Third-Party Vendor Spend limit and 2U may offer the applicable online course in the State with any other third party educational institution).
 - (d) Except as permitted pursuant to Section 5.3(c) above, 2U shall not develop and offer with any institution of higher education with its primary physical campus located in the State any online course that would constitute a Short Course if delivered with the University pursuant to Schedule III.
- 5.4. Undergraduate Degrees.** The Parties agree and acknowledge that the Digital Education Programs to be offered by the Parties pursuant to Schedules I, II, III, and/or IV do not include offerings for the conferral of any undergraduate degree. At any time, the University may internally develop any online undergraduate degree(s) without engaging a Third-Party Vendor. Should the University wish (a) to consider providing online undergraduate degree(s) in a format that is the same or substantially similar to a Full-Service Digital Graduate Degree Program, and (b) to engage one (1) or more Third-Party Vendors for an amount greater than thirty percent (30%) of the projected gross revenues of the proposed online undergraduate degree(s), 2U shall have a one-time right of first negotiation to deliver any or all such undergraduate degree(s) pursuant to a Schedule to the Agreement. 2U's one-time right of first negotiation for a Schedule for undergraduate degrees shall be for one (1) year from the date that the University provides written Notice to 2U of its intent to so pursue any such online undergraduate degree(s). Should the Parties fail to execute a new Schedule memorializing the terms and conditions pursuant to which the Parties shall offer the online undergraduate degree(s) by the end of that one (1) year negotiation period, the University may contract with any third party without limitation for such services, provided that nothing shall prohibit the Parties from extending such one (1) year negotiation period upon mutual written agreement.
- 5.5. Other Arrangements.** For any Digital Education Program contemplated by Section 4.2(e) (i.e., neither offered pursuant to Schedules I, II, III, or IV, nor undergraduate degree(s) addressed in Section 5.4), the University shall have no obligation to negotiate or contract with 2U for such offerings. Notwithstanding the foregoing, the Parties acknowledge their good faith intent to consider and explore opportunities to negotiate for such Digital Education Programs described in Section 4.2(e).

5.6. Exceptions to Third-Party Vendor Spend. The University may enter into the following contracts with Third-Party Vendors without notice, approval, or any right of negotiation by 2U, and such contracts shall not be included when calculating the Third-Party Vendor Spend:

- (a) One or more contracts between the University and any third party/parties into which the University entered with the third party/parties independently of the Vice Provost for Digital and Lifelong Learning and the units that report to this role (or any such successor roles or units with the same or similar responsibilities with respect to the Agreement or the University's obligations hereunder) in support of a proposed Digital Education Program for which the total value of all such contract(s) combined is/are less than \$100,000 USD over the term(s) of those contracts. For the avoidance of doubt, contracts that span multiple Digital Education Programs shall be included in the Third-Party Vendor Spend calculation for each such Program on a pro-rata basis; and
- (b) Contracts for which the Third-Party Vendor shall receive less than \$10,000.00 USD over the term of the agreement.

5.7. Exceptions to Exclusivity. The Agreement shall not in any way restrict the University's right or ability to enter into any of the following third party arrangements:

- (a) Contracts for physical goods (e.g., equipment, textbooks) related to a Digital Education Program;
- (b) Contracts related to Digital Education Programs that are offered and provided solely to University employees or contractors and not to external parties (e.g., and without limitation, contracts to provide online training or mandatory continuing education for employees or contractors);
- (c) Contracts related to the purchase or lease of real property for the administration, or for the face-to-face portions, of Digital Education Programs;
- (d) Contracts for which the University or its faculty, staff, or students provide services to a third party (e.g., student internships or faculty consulting arrangements);
- (e) Contracts or subawards related to the sponsored research activities of University faculty or staff or persons supervised by University faculty or staff;
- (f) Contracts or grants with Governments, not-for-profit organizations (excluding not-for-profit online program management firms), or other universities (e.g., a program offered jointly by the University and the System, its constituent institutions, or affiliated entities);
- (g) Contracts for services or software that are made available to University employees or students irrespective of participation in a Digital Education Program (e.g., Microsoft Office, the University's third party marketing partner); and

- (h) Contracts with third parties for services that are not the same or functionally similar to Services that 2U provides as contemplated by the Agreement at the time in which the University executes the Agreement (e.g., transportation services during Immersions).
- 5.8. University's Existing Arrangements.** 2U acknowledges and agrees that the University may have existing current contracts with online program management services vendors providing comprehensive services substantially similar to the Services provided by 2U under the Agreement that may exceed the thirty percent (30%) limit on Third-Party Vendor Spend. The University may continue those existing arrangements for the term of those agreements and any extensions thereof, provided that the University does not expand the scope of those existing agreements in a manner that would violate the Agreement. The Vice Provost for Digital and Lifelong Learning shall inform 2U of any existing contracts with such online program management services vendors within thirty (30) Days of the Effective Date.
- 5.9. Calculating the Percentage of Revenues Spent on Third-Party Vendors.** For each Digital Education Program for which the University has a limitation on Third-Party Vendor Spend, the University shall reasonably determine whether it has exceeded the Third-Party Vendor Spend limit. During the annual meeting required by Section 11.2 below, the University shall inform 2U of the Digital Education Programs offered by the University for which the University is nearing the Third-Party Vendor Spend Limit. For purposes of the Agreement, the University is "nearing" the Third-Party Vendor Spend Limit when the University spends greater than ten percent (10%) of projected gross revenues on Third-Party Vendors for Digital Graduate Degree Programs on the Schedule I Degree List or greater than twenty-five percent (25%) of projected gross revenues for any skills-based training that would otherwise meet the definition of a "Short Course" if delivered with 2U pursuant to Schedule III. At 2U's reasonable request, the University shall provide 2U with information sufficient to enable 2U to evaluate any such University Third-Party Vendor Spend determination. The University shall estimate the projected gross revenues associated with each applicable Digital Education Program over the term of each applicable third-party agreement. If the University engages a Third-Party Vendor to provide services for multiple Digital Education Programs for which the University has a limitation on Third-Party Vendor Spend, the Third-Party Vendor Spend shall be pro-rated for each applicable Digital Education Program. The University shall not include the value of any agreements excepted from any limit on Third-Party Vendor Spend pursuant to Sections 5.6 and 5.7 in its calculation of Third-Party Vendor Spend. Upon request from the University, 2U may (in writing, email acceptable) release the University from any limitation on Third-Party Vendor Spend for any particular Digital Education Program.
- 5.10. University Internal Control Process.** In order to comply with the requirements of this Section 5, the University shall implement a process to identify proposed contracts that are applicable to any required calculation of Third-Party Vendor Spend. This process shall include University purchasers (i.e., the units expending funds or sharing revenue) reporting any proposed services or software contract valued at over \$100,000 USD for the life of the contract that supports any Digital Graduate Degree Program or Short Course, whether structured as a revenue share or a fee for services arrangement, to the Vice Provost for Digital and Lifelong Learning and the units that report to this role (or any

such successor roles or units with the same or similar responsibilities with respect to the Agreement or the University's obligations hereunder). In the procurement or contracting process, the University will require all University purchasers of proposed services or software to indicate (a) whether such services or software are intended primarily and specifically to support any Digital Education Program(s) with a limit on Third-Party Vendor Spend, and (b) whether the value of the deal over the life of the contract is over \$100,000 USD. If the purchaser indicates yes to both questions, the purchaser will contact the Vice Provost for Digital and Lifelong Learning and the units that report to this role (or any such successor roles or units with the same or similar responsibilities with respect to the Agreement or the University's obligations hereunder) for further discussion. The Vice Provost for Digital and Lifelong Learning and the units that report to this role (or any such successor roles or units with the same or similar responsibilities with respect to the Agreement or the University's obligations hereunder) shall review the proposed contract and determine whether it should be included in the calculation of Third-Party Vendor Spend. For the avoidance of doubt, to the extent that a Third-Party Vendor provides marketing services to the University for a Digital Graduate Degree Program or Short Course, all amounts paid to such Third-Party Vendor for paid advertising managed by the Third-Party Vendor shall be counted as Third-Party Vendor Spend.

- 5.11. **Not Binding on Associated Entities.** The Agreement shall not bind or obligate any Associated Entity as defined in the System Policy Manual (600.2.5.2[R]) or the UNC General Alumni Association. The University shall not create any new Associated Entity that in whole or in part replaces the role and responsibilities of the Vice Provost for Digital and Lifelong Learning and the units that report to this role (or any such successor roles or units with the same or similar responsibilities with respect to the Agreement or the University's obligations hereunder). If any Associated Entity launches a program on behalf of the University that is the same or similar to a program that could be supported by 2U under Schedules I, II, or III, then 2U's sole remedy shall be that 2U shall be relieved from the applicable exclusivity restrictions set forth in Sections 5.1, 5.2, or 5.3 of these Master Terms solely in relation to the aforementioned launched program.
- 5.12. **2U's Existing Arrangements.** The University acknowledges and agrees that 2U currently has existing contracts with another institution of higher education with its primary physical campus located in the State. 2U may continue those existing arrangements (which, for the avoidance of doubt, may include adding additional bootcamps within those existing arrangements) for the term of those agreements and any extensions thereof.
- 5.13. **Pipeline Report.** During the Term, 2U shall provide a quarterly report to the University identifying any active discussions (excluding initial/exploratory discussions) in which 2U is engaged with any institution of higher education with its primary physical campus located in the State, South Carolina, Virginia, Tennessee, or Georgia (the "Restricted Area") to provide online program management services (the "Pipeline Report"), provided that 2U shall not be obligated to include in the Pipeline Report any information regarding any program 2U offers with any institution of higher education with its primary physical campus in the Restricted Area as of the Effective Date. 2U considers each Pipeline Report and all versions thereof to constitute 2U's trade secrets pursuant to N.C.G.S. § 66-152 et seq., the North Carolina Trade Secrets Protection Act. 2U acknowledges that it shall be

responsible to designate or indicate each Pipeline Report as "confidential" and/or as a "trade secret" at the time of its initial disclosure to the University. For the avoidance of doubt, the University shall comply with applicable Laws and Regulations, subject to the Notice requirements in Section 18.8.

- 5.14. **2U's Violation of Exclusivity.** Should 2U fail to comply with any obligation set forth in Sections 5.1, 5.2, 5.3 or 5.12, and following the University's written Notice to 2U describing such breach and noting suggestions as to the steps that may be taken to cure such breach and 2U's failure to materially cure such breach within ninety (90) Days of its receipt of the University's Notice, and subject to Section 26 (Dispute Resolution) below, the University shall be relieved from all exclusivity restrictions set forth in the Agreement. The foregoing remedy shall be in addition to any other remedies available to the University pursuant to these Master Terms.
- 5.15. **University's Violation of Exclusivity.** Should the University fail to comply with any obligation set forth in Sections 5.1, 5.2, 5.3, 5.4, or 5.12, and following 2U's written Notice to the University describing such breach and noting suggestions as to the steps that may be taken to cure such breach, and the University's failure to materially cure such breach within ninety (90) Days of its receipt of 2U's Notice, and subject to Section 26 (Dispute Resolution) below, 2U shall be relieved from all exclusivity restrictions set forth in the Agreement. The foregoing remedy shall be in addition to any other remedies available to 2U pursuant to these Master Terms. Notwithstanding the foregoing, should the University exceed a Third-Party Vendor Spend limit for a Digital Education Program that is not managed or administered by the Vice Provost for Digital and Lifelong Learning and the units that report to this role (or any such successor roles or units with the same or similar responsibilities with respect to the Agreement or the University's obligations hereunder) through a series of contracts with different third parties that are less than \$100,000 USD, 2U shall be relieved from all exclusivity restrictions as to that particular program, and in such event, such relief from exclusivity shall be the sole and exclusive remedy available to 2U pursuant to the Agreement.
- 5.16. **2U's Non Performance of the Work.** Should 2U fail to perform its obligations set forth in Section 4.3 (Market Feasibility Analysis), Section 5.13 (Pipeline Report), Section 8 (Research Hub), Section 9 (Faculty and Staff Recruitment and Institutional Development), or Section 10 (Strategic Partnerships) in breach of the Agreement, following the University's written Notice to 2U describing such breach and noting suggestions as to the steps that may be taken to cure such breach, and 2U's failure to materially cure such breach within ninety (90) Days of its receipt of the University's Notice, and subject to Section 26 (Dispute Resolution) below, (a) the University shall be relieved from all exclusivity restrictions set forth in Section 5 (Exclusivity), and (b) if such failure to perform (and subsequent Notice of breach and failure to materially cure as set forth in this Section 5.16) occurs within the first five (5) years after the Effective Date, the University shall be relieved of its obligation to repay the Initial Investment (defined below) regardless of the University's having met or failed to meet any launch cadence required in Section 7. Such remedies shall be in addition to any other remedies available to the University pursuant to these Master Terms.

7. **FULL-SERVICE DIGITAL GRADUATE DEGREE PROGRAM LAUNCH CADENCE.** While both Parties will work towards launching at least ten (10) Full-Service Digital Graduate Degree Programs within the Term, the Parties commit to executing a minimum number of Schedule I Addenda according to the following launch cadence: five (5) Schedule I Addenda by year six (6) of the Term, and seven (7) Schedule I Addenda by year ten (10) of the Term. In addition to the University's repayment obligations set forth in Section 6, 2U's only other remedy for failure of the Parties to execute the minimum Schedule I Addenda in accordance with the foregoing launch cadence shall be that 2U is relieved of its obligation to perform the Work, other than the market feasibility analysis, until the Parties have executed the number of Schedule I Addenda set forth above, provided that 2U shall not be relieved of its obligations to perform the Work if the failure to meet the launch cadence set forth above is caused by 2U's act or omission. Notwithstanding the foregoing, to the extent that 2U's act or omission results in a delay (but not a failure) in the Parties' execution of any Schedule I Addendum, the aforementioned time periods shall be reasonably extended to account for the delay by mutual agreement of the Parties.
8. **RESEARCH HUB.** As part of the collaboration between the Parties, an innovation/research hub will be created and jointly supported. The purpose of the research hub is to provide an opportunity for academic scholarship of teaching and learning focused on efforts supported by this collaboration. The goal is to use data from Digital Education Programs to study the efficacy of approaches and to put academic scholarship into practice through improved products and processes that enable greater learning outcomes and/or improved efficiencies. As part of its support of the research hub, 2U shall make available to the University all Platform Usage Data, and University Data in 2U's possession (excluding University Data also in the University's possession that the University can reasonably obtain from its own sources) requested by the University, that relates to 2U's support of Digital Education Programs. The Parties shall mutually agree on reasonable way(s) (e.g., raw data, report form, etc.) for 2U to make such data available to the University. Subject to all applicable restrictions or limitations and having obtained any necessary permissions, the University shall have the right to use all data from Digital Education Programs for internal and external research purposes. Nothing in the Agreement shall limit the University's right to enter into third-party arrangements for the purposes of academic research, including where such third-party arrangements may utilize data from Digital Education Programs. Subject to all applicable restrictions or limitations and having obtained any necessary permissions, the University shall share with 2U, upon 2U's request, its published research supported by the research hub. For the avoidance of doubt, the University retains any and all rights to disseminate

freely and openly such research. The Parties will work together to collaborate on research endeavors and will jointly author and publish such research where appropriate.

9. FACULTY AND STAFF RECRUITMENT AND INSTITUTIONAL DEVELOPMENT.

- 9.1. Faculty and Staff Recruitment Support.** At the University's election, 2U shall provide its faculty and staff recruitment services to the University at no additional cost to the University. Such services shall include, but are not necessarily limited to: (a) for Digital Education Programs, consulting services regarding faculty hiring, on-boarding, development, retention, and engagement; (b) for Full-Service Digital Graduate Degree Programs and for Small Scale Digital Graduate Degree Programs, assessment and analytics services in support of talent acquisition and retention programs; and (c) for Full-Service Digital Graduate Degree Programs and for Small Scale Digital Graduate Degree Programs, customized recruiting programs developed in consultation with individual schools and departments.
- 9.2. Rotation Program.** 2U shall develop, manage, and provide, at no additional cost to the University (e.g., registration or attendance fee), a faculty and staff rotation program. Said program shall offer University faculty and staff the opportunity to travel, at the University's expense, to 2U offices and spend up to two (2) weeks working alongside 2U staff. Said program shall give University faculty and staff the opportunity to gain expertise in various aspects of the 2U program development and management process. Rotations offered shall include, but are not necessarily limited to, the areas of brand marketing, demand generation, admissions, recruitment, course strategy, and product marketing. 2U's obligation to develop, manage, and provide said rotation program shall not in any way be construed to require 2U to expose any information of any third party which 2U is obligated to maintain as confidential, or any 2U Confidential Information, in a manner that would cause 2U to violate the confidentiality rights of any third party or to cause 2U's Confidential Information to be improperly disclosed.
- 9.3. Generalized Training Programs and Opportunities.** At no additional cost to the University (e.g., registration or attendance fee), 2U shall provide to the University training programs for Digital Education Programs. Such training programs shall include, but are not necessarily limited to: (a) for Full-Service Digital Graduate Degree Programs and for Small Scale Digital Graduate Degree Programs, in-depth faculty on-boarding training; (b) for Full-Service Digital Graduate Degree Programs and for Small Scale Digital Graduate Degree Programs, 1-on-1 training programs on the Schedule I Platform, Schedule I Platform updates, best practices for in-class activities, and other relevant topics; (c) for Digital Education Programs supported by 2U pursuant to any Addendum, enrichment webinars made available to faculty at Other Program Schools; and (d) for Digital Education Programs supported by 2U pursuant to any Addendum, digital accessibility training for University employees. Should 2U make additional training programs generally available to employees at Other Program Schools in the future, 2U will extend such training opportunities to similarly situated University employees.
- 9.4. University's Development of In-House Resources.** 2U shall support and augment the University's in-house digital education expertise by providing: (a) periodic workshops in such areas as use of 2U developed tools to build in-house courses, video production, and

instructional design; (b) evaluation and support of an on-campus production studio; (c) bi-annual (twice per year) intensive retreats to provide University employees access to 2U expertise and best practices in such areas as marketing, Curriculum development, student support, and other functional areas; and (d) periodic assessment of marketing and web resources and assistance and training of the University's marketing resources. The Parties will work together to develop a framework for these efforts to address timing, frequency, University participants, and other related matters. 2U acknowledges that its commitment to help the University build its in-house digital education capabilities was a contributing factor in the University entering into the Agreement.

10. STRATEGIC PARTNERSHIPS.

- 10.1. 2U Strategic Partnerships.** During the Term and any applicable Program Term or Teach Out Period (as defined in Schedule I), all Participants enrolled in any Full-Service Digital Graduate Degree Program shall be offered the opportunity to participate in 2U's strategic partnerships that provide benefits to all or substantially all of 2U's Other Program Schools (including their students and/or faculty) offering degrees online ("2U Strategic Partnerships") on the same terms and conditions as provided to such Other Program Schools (e.g., WeWork Global Access Membership, and LinkedIn Premium Career). For the avoidance of doubt, this Section 10.1 shall apply to any additional 2U Strategic Partnerships into which 2U enters after the Effective Date. For the further avoidance of doubt, nothing in the Agreement shall restrict or preclude 2U from ending, terminating, limiting, modifying, or discontinuing any 2U Strategic Partnership at any time in its sole and exclusive discretion.
- 10.2. 2U Strategic Partnerships for Bootcamps, Short Courses, and Future Products.** Should 2U enter into any strategic partnerships that provide benefits to all or substantially all of 2U's Other Program Schools offering bootcamps, short courses, and/or future products ("2U Bootcamp/Short Course/Future Product Strategic Partnerships") during the Term, 2U shall offer Participants enrolled in the same or substantially similar program the opportunity to participate in the corresponding 2U Bootcamp/Short Course/Future Product Strategic Partnerships on the same terms and conditions as provided to such Other Program Schools. For the avoidance of doubt, this Section 10.2 shall apply to any additional 2U Bootcamp/Short Course/Future Product Strategic Partnerships into which 2U enters after the Effective Date. For the further avoidance of doubt, nothing in the Agreement shall restrict or preclude 2U from ending, terminating, limiting, modifying, or discontinuing any 2U Bootcamp/Short Course/Future Product Strategic Partnerships at any time in its sole and exclusive discretion.

11. COOPERATION AND GOVERNANCE.

- 11.1. Cooperation Between the Parties.** The Parties shall cooperate with each other in all matters relating to the discharge of their respective obligations under the Agreement. Each Party agrees to keep the other Party reasonably informed, to share information relevant to the other Party's performance hereunder, and to deal honestly and in good faith with the other Party.

- 11.2. Annual Meeting.** In addition to the Project Management described in Section 12 below, the principal stakeholders from each Party will meet at least annually on the campus of the University (unless impracticable, in which case the Parties will meet virtually) to discuss the University's 2U-supported Digital Education Programs. During such meetings, the Parties will review program offerings; evaluate reports, operating plans, marketing plans, and audit results; discuss trends, programmatic goals, and objectives for the coming year; and address other matters.
- 12. PROJECT MANAGEMENT.** 2U shall assign a General Manager to support the Digital Education Programs for which 2U provides Services and Work pursuant to the Agreement, and 2U shall provide staffing at appropriate levels as necessary for 2U to provide the Services and Work. The General Manager shall serve as a liaison between the University and 2U personnel providing Services or Work to the University and shall be responsible to develop and maintain relationships appropriately throughout the University. Throughout the Term and any applicable Program Term or Teach Out Period, 2U shall maintain a physical office in Chapel Hill, North Carolina.
- 13. CONTINUAL IMPROVEMENT.** During the Term and any applicable Program Term, the Parties agree to strive for continual improvement of the Digital Education Programs offered by the Parties hereunder, the technologies used to deliver such Digital Education Programs, the Parties' respective efforts, and the Services and Work provided on behalf of such Digital Education Programs. At any time, a Party may reasonably request the other Party to participate in a tailored review of the academic, financial, technical, or other performance parameters of such programs, technologies, Services, or Work to analyze and implement mutually beneficial and agreeable adjustments thereto. Following such a review, either Party may request of the other Party to amend these Master Terms or one (1) or more Schedules or Addenda to memorialize any such agreed upon adjustments. 2U will keep the University reasonably informed about the operation of those Digital Education Programs supported by 2U pursuant to any Addendum, and will work with the University to improve each Digital Education Program supported by 2U pursuant to any Addendum throughout the Term and any applicable Program Term.
- 14. PAYMENT.**
- 14.1. Terms.** The Parties shall memorialize all applicable payment terms and procedures in each Schedule and/or Addendum (as applicable). The payments made by the University to 2U pursuant to the Schedules and/or Addenda include all financial consideration owed by the University to 2U for the Work. 2U shall submit any invoices required therein to the appropriate University office as directed by the University in writing (email acceptable). The University retains the right to determine the most appropriate method to remit payments to 2U and to receive payments from 2U, provided that the University's determination shall not cause 2U to incur unreasonable costs or effort to fulfill or receive payment. These options may include, but are not limited to, the following: purchasing card (p-Card), ghost card, Automated Clearing House, wire transfer, or another electronic payables solution.
- 14.2. Taxes.** Except to the extent specifically provided in the Agreement, each of the University and 2U shall be solely responsible for payment of its own Taxes incurred by such Party in connection with the Agreement and for filing all forms, returns, and reports with respect thereto; provided, however, that the foregoing shall not relieve a Party from any

obligation under applicable Laws and Regulations to submit and file information returns or information at the source with respect to payments or withholdings by such Party.

- (a) Any payment required to be made by the University to 2U pursuant to the Agreement, or by 2U to the University pursuant to the Agreement, shall be net of all Taxes required to be withheld by applicable Laws and Regulations. The Party so withholding any such Taxes shall in a timely manner remit to the appropriate taxing authority all such withheld Taxes.
- (b) All prices and fees specified in or pursuant to the Agreement and payable by the University with respect to purchases of goods or Services by the University from 2U pursuant to the Agreement, or payable by 2U with respect to purchases of goods or services by 2U from the University pursuant to the Agreement, are exclusive of all applicable GST, and any such GST should be invoiced to the purchaser as a separate item.
- (c) Invoices with respect to purchases of goods or Services by the University from 2U pursuant to the Agreement shall not include State Sales and Use Tax. The University is exempt from State Sales and Use Tax for all qualifying purchases (exemption number 400028).
- (d) Each Party shall promptly notify the other Party of, and coordinate with the other Party the response to and settlement of, any claim for Taxes asserted by applicable taxing authorities for which the other Party is responsible hereunder. With respect to any substantial, non-frivolous claim arising out of a form, return, or report signed by a Party, such Party shall have the right to elect to control the response to and settlement of the claim, but the other Party shall have all rights to participate in the responses and settlements that are appropriate to its potential responsibilities or liabilities. A Party shall be entitled to any Tax refunds or rebates granted to the extent such refunds or rebates are of Taxes that were paid by such Party.

- 14.3. Late Fees.** Either Party may charge interest on any overdue amounts from the other Party as follows: for any underpayment of less than five percent (5%), interest accruing at six percent (6%) per annum, and for any underpayment of five percent (5%) or more, interest accruing at twelve percent (12%) per annum; or the highest amount permitted by State Laws and Regulations, whichever is lower, such interest to be calculated from the date such payment should have been made to the date on which such payment is made. Should a Party determine that it cannot, despite its use of reasonable efforts, pay amounts due and owing to the other Party in the timeframe(s) set forth in the applicable Schedule and/or Addendum, such Party may request from the other to extend the due date of such payment by thirty (30) Days without assessing late fees, and the Party to whom the overdue amounts are owed shall not unreasonably deny any such request.

15. PROPERTY, EQUIPMENT, AND FACILITIES.

- 15.1. Care of Property and Equipment.** Pursuant to the Agreement: (a) 2U shall be responsible to the University for any losses or damages sustained to University property or equipment to the extent caused by 2U or its Subcontractors; and (b) the University shall be responsible to 2U for any losses or damages sustained to 2U property or equipment to the extent caused by the University.
- 15.2. Use of Facilities.** Pursuant to the Agreement: (a) 2U employees accessing University facilities owned, leased, or controlled by the University shall follow all Policies and Procedures while in those facilities; and (b) University employees accessing 2U facilities owned, leased, or controlled by 2U shall follow all reasonably applicable 2U policies and procedures while in those facilities. Any full-time 2U employee based out of 2U's Chapel Hill facility who visits the University's campus shall be subject to background check(s) in accordance with Policies and Procedures.

16. PERSONNEL.

- 16.1. Qualified Personnel.** 2U shall utilize qualified personnel to provide the Services and Work in a professional manner. "Professional manner" means that the personnel performing the Services or the Work will possess the skill and competence consistent with the prevailing business standards in the digital education services industry.
- 16.2. Right to Remove, Replace, or Reassign.** Upon written Notice to 2U, the University (acting reasonably) may require 2U to remove, replace, or reassign (for any lawful reason) any 2U employee who is performing Services or Work on behalf of the University.
- 16.3. Key Position.** The Parties hereby designate the position of General Manager (or any such successor position(s) with the same or similar responsibilities) as a Key Position with respect to 2U's provision of Services and Work, and may designate additional 2U employees as Key Positions in a Schedule or Addendum. 2U will staff each Key Position with 2U personnel who are reasonably acceptable to, and approved by, the University. 2U will not remove any individual identified as holding a Key Position without the University's approval (such approval not to be unreasonably conditioned, withheld, or delayed) except in the event of (a) retirement, (b) termination or resignation, (c) demotion or promotion to a new position, (d) death or disability, or (e) a performance issue that 2U reasonably determines is likely to cause 2U to breach a contractual obligation or otherwise result in legal liability to 2U. 2U will provide the University with five (5) Days prior Notice (except under exigent circumstances) of any permitted removal or turnover of any individual identified as holding a Key Position, and 2U will use commercially reasonable efforts to promptly replace such removed individual with an individual who is reasonably acceptable to the University. The Parties may mutually designate additional Key Positions to be part of the leadership team supporting the Digital Education Programs offered by the Parties pursuant to the Agreement. 2U shall provide written Notice of any desired replacement of an individual holding a Key Position to the University's Vice Provost for Digital and Lifelong Learning (or any such successor position with the same or similar responsibilities with respect to the Agreement or the University's obligations hereunder), accompanied by the name and credentials of 2U's recommended

substitute personnel. The University will approve or reject the requested substitution (such approval not to be unreasonably conditioned, withheld, or delayed).

- 16.4. **Replacement of Personnel Holding Key Positions.** Should 2U change any individual holding a Key Position, 2U shall submit the name and credentials of 2U's proposed replacement (in accordance with Section 16.3 above) for the University's consideration and approval. The University shall have the right to interview all personnel that 2U proposes to hire or transfer to such position. 2U shall replace any individual holding a Key Position who leaves the company with equivalently qualified persons considered and approved by the University. 2U shall replace such personnel as soon as reasonably possible.
- 16.5. **2U's Use of Subcontractors or Affiliates and Oversight/Responsibility.**
 - (a) 2U may subcontract the performance of Services or Work hereunder, provided that 2U shall at all times remain solely responsible for: (i) the performance of all obligations it is required to perform under the Agreement; and (ii) its Subcontractors and their respective compliance with the Agreement. 2U shall cause its Subcontractors to adhere to all terms and conditions of the Agreement, including all applicable Laws and Regulations, Policies and Procedures, and standards required of 2U under the Agreement.
 - (b) Should an Affiliate perform Services or Work hereunder, 2U shall at all times remain solely responsible for: (i) the performance of all obligations which it is required to perform under the Agreement; and (ii) its Affiliates and their respective compliance with the Agreement. 2U shall cause its Affiliates to adhere to all terms and conditions of the Agreement, including all applicable Laws and Regulations, Policies and Procedures, and standards required of 2U under the Agreement. The provisions of the Agreement, including all termination provisions unless otherwise noted, apply to the acts of 2U's Affiliates performing Services or Work under the Agreement.
- 16.6. **Licenses and Permits.** During the Term and any applicable Program Term or Teach Out Period and as required by applicable Laws and Regulations or Policies and Procedures, 2U and its Subcontractors shall hold facility and occupational licenses and certifications to the extent and at the levels required to practice their professions and to provide services in the State and any other jurisdiction where Services or Work are performed.
- 16.7. **Employee Taxes and Benefits.** 2U acknowledges and agrees that its employees, Affiliates, and Subcontractors are not employees of the University. 2U agrees that it, and not the University, shall be solely and exclusively responsible to pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation, and other payments, Taxes, and deductions which are required by Laws and Regulations for its employees.
- 16.8. **Staffing Plan.** 2U will propose an initial staffing plan for the University's review and consideration. The Parties will mutually agree upon an initial staffing plan, and any subsequent revisions or amendments thereto.

- 16.9. Rejection of Non-Solicitation.** The University rejects and disaffirms any non-solicitation provision or other similar term contained in any material related to the Agreement that would require that the Parties refrain from recruiting or hiring the employees of the other Party unless the non-solicitation provision is expressly agreed to in a writing signed and specifically initialed by an authorized University representative and the Office of University Counsel.
- 16.10. Incentive Compensation Rule.** 2U will compensate its employees engaged in the recruitment of Participants, or in the supervision of such employees, only in accordance with the provisions of 34 CFR § 668.14(b)(22), as amended, commonly referred to as the Incentive Compensation Rule.

17. PLATFORMS.

- 17.1. Disaster Recovery and Continuity.** 2U shall maintain a disaster recovery and business continuity plan as necessary to fulfill the requirements of its annual SOC-2 attestation, but at a minimum shall be designed to ensure close cooperation of management and senior personnel in the planning and implementation of the protocol, the use of backup tools, and system-wide backups on at least as frequently as a daily basis for systems in-scope for the SOC-2.
- 17.2. Digital Accessibility.** 2U shall ensure that the Schedule I Platform, the Schedule II Platform, the Schedule III Platform, and any other Platform made available by 2U to the University pursuant to any future Schedule(s) under the Agreement shall comply with applicable Laws and Regulations, and materially comply with the most recent version of the Web Content Accessibility Guidelines ("WCAG") 2.0 Level AA (and any successor standards published by the Web Accessibility Initiative of the World Wide Web Consortium once such successor standards are adopted by providers similarly situated to 2U, by the University, and by at least five (5) University "peer institutions" as defined by the System (current list available here: <https://oira.unc.edu/strategic-planning/unc-system-defined-peer-group/>)). Upon the University's request, 2U shall annually provide (in accordance with this Section 17.2) the University with its then-current Voluntary Product Accessibility Template ("VPAT") for the Schedule I Platform, the Schedule II Platform, the Schedule III Platform, and any other Platform made available by 2U to the University pursuant to any future Schedule(s) under the Agreement. The University acknowledges that 2U's obligation to provide any VPAT for the Schedule II Platform shall be limited to online Bootcamps only. 2U shall provide its applicable VPAT for each the Schedule I Platform and the Schedule II Platform in calendar year 2021. The Parties shall mutually agree upon the timing of 2U's delivery of a VPAT for the Schedule III Platform upon the Parties' execution of the first Schedule III Addendum, and the timing of 2U's delivery of a VPAT for any future Platform 2U makes available to the University upon the Parties' execution of each Schedule that memorializes the University's use of each such future Platform. Should the University identify barriers to access arising through the actual or expected use of the Platform as contemplated by the Agreement, the Parties shall develop a mutually agreeable plan and timeline for 2U to address such barriers to access identified by the University. 2U shall respond to the University's reasonable requests for information regarding 2U's accessibility initiatives and program(s).

17.3. Platform Availability. Should 2U 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 shall immediately make the Schedule I Platform (including any Platform materials reasonably required for the University to use the Schedule I Platform) available to the University to enable the University to continue to deliver all Schedule I and Schedule IV Programs and receive the benefits afforded to the University under or pursuant to the Agreement, except that such rights shall be fully subject to, and only as permitted by, all applicable licensing and other agreements relating to the Schedule I Platform and the Schedule I Platform materials. To the extent allowed by applicable Laws and Regulations, the University shall be obligated at all times to maintain the confidentiality of all aspects of the Schedule I Platform (including any aspects of Schedule I Platform materials) that the University knows or should reasonably know are confidential. Should the event(s) causing the University to exercise its rights under this Section 17.3 be remedied, the University's right to use the Schedule I Platform shall cease except as otherwise permitted under the Agreement.

18. CONFIDENTIALITY.

18.1. Confidentiality. "Confidential Information" means all confidential or proprietary information of a Party that is disclosed in oral, written, graphic, or electronic form to the other Party under the Agreement and marked as "confidential" or, if delivered orally with notice of confidentiality, confirmed in a writing (email acceptable) delivered within five (5) Days after such oral disclosure if the information is intended by the disclosing Party to be confidential. Except to the extent expressly authorized by the Agreement or otherwise agreed in writing by the Parties, each Party agrees that, during the Term of the Agreement (and, with respect to Confidential Information relating to any Schedule I and/or Schedule IV Program, during each applicable Program Term) and for three (3) years thereafter, unless required by Laws and Regulations to maintain confidentiality for a longer period, it shall keep confidential and not publish or otherwise disclose to any third party, and not use for any purpose other than as provided for in the Agreement, any Confidential Information of the other Party, provided that each Party may disclose the Confidential Information of the other Party on a need-to-know basis to its employees who, in each case, are bound by reasonable obligations of confidentiality with respect to the use and disclosure of such Confidential Information. Confidential Information shall exclude that portion of such information that: (a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing Party; (b) was generally available to the public or otherwise in the public domain at the time of its disclosure to the receiving Party; (c) became generally available to the public or otherwise part of the public domain after its disclosure to the receiving Party other than through any wrongful act, fault, or negligence of the receiving Party; (d) is subsequently lawfully disclosed to the receiving Party by a third party; (e) is independently discovered or developed by the receiving Party without the aid, application, or use of the disclosing Party's Confidential Information; or (f) is required to be disclosed by Laws and Regulations, Policies and Procedures, legal process, Government agency, or court order. Further, the Parties agree that, as a constituent institution of the System, the University may disclose 2U's Confidential Information to System office employees in response to

requests from the System, provided that the System is bound to the same confidentiality obligations hereunder as the University.

18.2. Protection of Personal Information.

- (a) Each Party is subject to Laws and Regulations that govern and restrict the collection, storage, processing, dissemination and use of Personal Information. 2U will, and will cause its employees, agents, servants, principals, Affiliates, and any Subcontractors, to comply at all times with all (i) applicable Laws and Regulations (including, but not limited to, all Data Protection Laws); and (ii) Policies and Procedures applicable to all external providers having access to or custody of data of comparable confidentiality and sensitivity. Further, 2U shall use appropriate and any legally required administrative, technical, technological, and physical safeguards to keep such Personal Information secure within 2U's information systems. Without limiting the generality of the foregoing, 2U shall not: (A) collect, store, process, disseminate, or use any Personal Information obtained from or on behalf of the University, except to the extent expressly permitted or required in the performance of its obligations under the Agreement; or (B) sell, lease, distribute, license, release, or disclose Personal Information without the prior written consent of the University and of the subject(s) of the Personal Information to be released or disclosed, except as permitted by the Agreement. Notwithstanding the foregoing, 2U may disclose Prospect Data and Platform Usage Data without the prior written consent of the University and in accordance with applicable Data Protection Laws.
- (b) With respect to any data or information that 2U collects or obtains from any individual on behalf of the University or 2U pursuant to the Agreement, 2U shall comply with all Laws and Regulations applicable to 2U and the University that govern the collection of Personal Information, including, but not limited to, obtaining consents or permissions from, and making disclosures to, any individual relating to such Personal Information.
- (c) Each Party agrees that it will only process, use, or disclose any Personal Information collected or obtained pursuant to the Agreement in accordance with the terms of the Agreement and any consents or other permissions obtained from the subject of the Personal Information. Any authorized disclosure of Personal Information by 2U in the performance of its obligations hereunder will be made only on a "need-to-know" basis and subject to an applicable confidentiality agreement or other obligation substantially similar to the confidentiality, privacy, and information security requirements imposed on 2U under the Agreement and applicable Laws and Regulations for data of comparable confidentiality and sensitivity. Notwithstanding the foregoing, 2U may disclose Prospect Data and Platform Usage Data without the prior written consent of the University and in accordance with applicable Data Protection Laws.

18.3. Student Privacy Rights. Without limitation of its obligations under Section 18.2, (a) 2U will take industry standard measures to protect the Personal Information of Participants consistent with the Family Education Rights and Privacy Act ("FERPA"), as applicable; (b)

2U will furnish to the University a copy of 2U's Information Security Policy for the storage and handling of Personal Information prior to the commencement of 2U's handling and processing of such matter; and (c) 2U will furnish to the University a copy of any material update or other material modification of such Information Security Policy. For the avoidance of doubt, no amendment to such Information Security Policy shall render 2U's information security practices less secure than 2U's policy as of the Effective Date.

- 18.4. **Agency Regarding Student Information.** During the Term and any applicable Program Term or Teach Out Period and as needed to satisfy Laws and Regulations applicable to the University, the University appoints 2U a "school official" as defined by FERPA for the use of student education records and other Personal Information of Participants, as applicable, solely for the purpose of providing the student and graduate services required hereunder and thereafter, including without limitation counseling of Prospects, continuing contact with graduates of the Digital Education Programs supported by 2U pursuant to the Agreement, and ongoing employment of Participants and graduates of Digital Education Programs supported by 2U pursuant to the Agreement. Under such agency arrangement under which the University has outsourced functions for which the University would otherwise use its employees, 2U shall be under the direct control of the University with legitimate educational interests for access to student education records and shall follow the same Laws and Regulations as the University with respect to all such student education records and Personal Information. The University is responsible to comply with the annual FERPA notification requirement to parents and eligible students, as applicable.
- 18.5. **Breach Reporting and Response Obligations.** In the event that 2U learns of the unauthorized access to or disclosure of Personal Information, 2U shall (a) notify the University (within twenty-four (24) hours, if practicable, but in no event later than seventy-two (72) hours) by calling the University Help Desk (919-962-HELP) (24x7x365) and asking that a "critical remedy ticket" be created with the University's Information Security Office; (b) provide a telephone number at which the reporting party can be reached for more detail provided that 2U shall not provide any information regarding the risk to Personal Information until contacted via telephone by a University incident handler; and (c) upon being contacted by the incident handler, provide reasonable assistance to the University so that the University may comply with its obligations under any Laws and Regulations, including providing all information reasonably requested by the University that is pertinent to the investigation of the possible compromise of Personal Information or the University's mission critical systems, such as log data, metadata, and forensic images. In addition to the foregoing obligations, 2U's indemnification and reimbursement obligations for disclosure and breach of Personal Information are provided in Section 24. This paragraph shall not apply to an unauthorized access to or disclosure of Prospect Data relating to individuals who did not apply or enroll in any Digital Education Program.
- 18.6. **Information Security Compliance and Certifications.** At all times when 2U has access to or is storing records belonging to the University that contain Personal Information or Confidential Information, 2U shall: (a) use information security best practices for transmitting and storing Confidential and/or Personal Information consistent with or substantially comparable to a common information security framework such as ISO 27000

series, NIST Cybersecurity Framework, NIST SP 800-53, NIST SP 800-171, COBIT, or HITRUST CSF; (b) employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols; (c) comply with all applicable Laws and Regulations regarding privacy and data security to maintain database security on any online financial transactions conducted on the University's behalf or records belonging to the University that contain Personal Information or Confidential Information; (d) beginning on or before March 31, 2021, provide upon the University's request its most current SOC 2 Type II report at least once every two (2) years; and (e) in the event 2U is acting as a Service Provider as defined by the Payment Card Industry Data Security Standard ("PCI-DSS"), comply with the PCI-DSS and provide appropriate PCI attestation documentation, such as a valid Attestation of Compliance. At the University's expense, the University reserves the right to conduct or request 2U to have an independent third-party security audit performed no more than once per calendar year. Should the SOC 2 Type II report identify any adverse opinion(s), 2U shall resolve such adverse opinion(s) within one hundred eighty (180) Days or as soon as reasonably practicable under the circumstances.

18.7. Data Ownership, Licenses, and Restrictions on Use.

- (a) **Data Ownership.** The University owns all rights, title, and interest in University Data. 2U owns all rights, title, and interest in the Prospect Data and the Platform Usage Data.
- (b) **Data Licenses and Restrictions on Use.**
 - (i) **University Data.**
 - a. Subject to Sections 18.2 and 18.7(b)(i)(B), the University grants to 2U a non-exclusive, non-transferable, limited right to collect, store, process, and use University Data related to the Agreement solely for the purposes of (1) performing the Services, Work, and other obligations under the Agreement, (2) 2U's internal use for improving the quality of its operations and services, and (3) determining the metrics 2U will use to market to Prospects for Digital Education Programs supported under the Agreement.
 - b. 2U shall not (1) sell, lease, distribute, license, release, or disclose University Data to any third party without the express prior written consent of the University, except as expressly permitted by the Agreement; or (2) use University Data to market Other Programs to Prospects or to improve its inter-institutional marketing described in Section 19.3 (e.g., using University Data to enhance marketing processes or algorithms used with Other Program Schools).

(ii) **Platform Usage Data.**

- a. 2U grants the University a non-exclusive, non-transferable, limited right to analyze, store, process, and use Platform Usage Data solely for the purposes of (1) improving its educational services; (2) responding to any legal or regulatory body; or (3) research, as contemplated further in Section 8 (Research Hub). Upon reasonable request by the University, 2U shall provide Platform Usage Data to the University for such licensed use.
- b. 2U will use Platform Usage Data solely for its own operational purposes to improve its services. 2U may combine Platform Usage Data with data from Other Program Schools, but 2U shall not use or reference the University's name, image, or Brands in association with any publication or disclosure of individual or aggregated Platform Usage Data without the express prior written consent of the University.

(iii) **Prospect Data.**

- a. Subject to Section 18.2, 2U is responsible for the collection, use, and disclosure of Prospect Data, and it may use Prospect Data for any purpose consistent with applicable Laws and Regulations. When marketing Other Programs to Prospects, 2U may only use Prospect Data and shall not combine Prospect Data with Applicant Data or other University Data. 2U shall not use or reference the University's name, image, or Brands in association with any publication or disclosure of Prospect Data without the express prior written consent of the University.
 - b. Upon reasonable request by the University, 2U shall provide the University access to Prospect Data solely to the extent needed for the University to provide assistance to, or partner with, 2U in the recruitment of any Prospect.
- (iv) Each Party has a non-exclusive, non-transferable, limited right to collect, store, process, and use any data collected and used within a Digital Education Program that is not considered University Data, Prospect Data, or Platform Usage Data and is not otherwise set forth in this Agreement as owned or controlled by either Party.

18.8. Records Requests. In the event (a) either Party receives a request for certain records under the federal Freedom of Information Act, the North Carolina Public Records Act, a subpoena, or other legal or regulatory process ("Records Request") related to the Services, the Work, Deliverables, Work Product, or the business relationship or obligations created by the Agreement, and (b) the receiving Party makes a reasonable determination that it has an obligation to disclose information regarding the subject matter hereof, the receiving Party shall provide Notice to the other Party within a

reasonable time prior to releasing any information regarding the subject matter hereof, such that the other Party may seek a protective order or other appropriate remedy, unless the receiving Party is legally prohibited from notifying the other Party of such Records Request (e.g., grand jury subpoena or other confidential process). Upon providing such Notice to the other Party, nothing in this Section shall prevent the receiving Party from producing records related to the Services, the Work, Deliverables, Work Product, or the business relationship or obligations created by the Agreement as required by Laws and Regulations, provided that the receiving Party may disclose such Confidential Information solely to the extent required by an applicable Records Request, or as otherwise required by any legal process, Governmental agency, or court order.

19. BRANDING, MARKETING MATERIALS, AND MARKETING ACTIVITIES.

- 19.1. Marketing Materials and Use of the Brands.** The Parties will develop Marketing Materials as part of 2U's performance of its Services hereunder. Any use of the University's name, logos, photographs, images, property, service marks, and/or trademarks ("Brands") shall be in accordance with any graphics standards supplied by the University. The University, in its sole discretion, will determine compliance with such standards. For the avoidance of doubt, the Brands are the sole and exclusive property of the University. All Marketing Materials and use of the Brands shall require prior written approval (email acceptable), from the University of their intended use and scope (as applicable). The University may withhold such approval in its sole and absolute discretion. 2U shall not be permitted to use the Brands in a manner that endorses the products or services of a third party, or in a manner that is misleading or contrary to applicable Laws and Regulations or Policies and Procedures. Subject to Section 19.1(a) below, once the University has approved in its sole and absolute discretion the content, appearance of, or use of any Brands, in context, 2U may, without obtaining further approval, repurpose such content or appearance in any different media that would be consistent with such prior approvals, including as contained in any marketing plan approved by the University.
- (a) Notwithstanding the foregoing, should the University reasonably deem that any Marketing Materials previously approved ("Previously Approved Marketing Materials") should be discontinued or modified, then, on receipt of written Notice from the University, 2U shall promptly under the circumstances (i) discontinue the use of the Previously Approved Marketing Materials; or (ii) modify the Previously Approved Marketing Materials as the Parties agree is necessary.
- 19.2. Publicity.** No press release, advertising, sales, or promotional materials of 2U, Affiliates, or Subcontractors may identify or reference the University in any manner whatsoever absent the prior express written approval of the University. Notwithstanding the foregoing, 2U may use the University's name in a factual manner to describe the relationship between the Parties without the University's approval or as otherwise permitted by the Agreement.

19.3. Marketing Activities.

- (a) In connection with 2U's offering of any Other Program with any Other Program School, and at all times subject to the requirements of Sections 19.3(b) and (d) below, the University agrees that 2U may, using Prospect Data, utilize any or all of the following marketing methods only for the audiences as identified below:
- (i) within the Marketing Materials used to market any Schedule I, II, or III program offered by the Parties pursuant to the Agreement (collectively, the "Initial Offerings"), allow prospective Participants to request information about any or all Other Program(s) offered by 2U through any Other Program School(s);
 - (ii) on any application to, or (as applicable) enrollment form for, any Initial Offering, offer Prospects: (A) an option to request information regarding any or all Other Program(s), and (B) a shared admissions application approved by the University for any Other Program offering the same or similar degree, certification, or other award as the Initial Offering for which such Prospects expressed interest;
 - (iii) Send targeted marketing communications regarding any or all Other Program(s) to Disengaged Prospective Participants. "Disengaged Prospective Participants" means any Prospect who has either removed his- or herself from recruitment from, or the recruitment process to, any Initial Offering, or who 2U has reasonably and in good faith determined is not likely to apply to such Initial Offering;
 - (iv) Send targeted marketing communications regarding any or all Other Program(s) to any Applicant who was denied admission, or who declined the University's offer of admission, into any Initial Offering; and
 - (v) 2U shall not send marketing communications regarding Other Programs to any Prospect or Applicant to an Initial Offering who (A) does not opt-in to receiving further communications through the methods described in (i) and (ii) above; or (B) does not fall into the categories of Prospect or Applicant described in (iii) or (iv) above, provided that 2U may send marketing communications regarding Other Programs to any Prospect who independently requests to receive information from any Other Program.
- (b) 2U shall be obligated to comply with each of the following requirements for each of the marketing methods set forth in Section 19.3(a)(i) – 19.3(a)(v) above:
- (i) 2U shall not provide any Prospect Data to any third party for that third party's own marketing purposes;
 - (ii) 2U shall not share any Prospect Data with any Other Program School;

- (iii) 2U shall not utilize any of the marketing methods set forth in Section 19.3(a)(i) – 19.3(a)(iv) above for the benefit of any Other Program where the Other Program School for such Other Program has not granted 2U permission to include information regarding the applicable Initial Offerings along with such Other Program School's Other Program information;
 - (iv) 2U shall not share or use any Prospect Data in contravention of any instructions or permissions provided to 2U by such Prospect;
 - (v) 2U shall use reasonable efforts to use consistent and appropriate marketing processes across all Other Program Schools that opt-in to the cross-institution marketing methods described in this Section 19.3. Upon the University's request, 2U shall use reasonable efforts to provide information or reports to the University to demonstrate that the marketing processes used across all Other Program Schools are consistent and appropriate as required herein.
 - (vi) Although the University acknowledges and agrees that the marketing processes described in this Section 19.3 must remain consistent across all Other Program Schools, 2U agrees to create opportunities for the University to provide input about any changes to the cross-institution marketing methods that 2U uses, whether 2U modifies existing processes or creates new and additional processes.
- (c) Should the Parties amend the Agreement to include additional Schedules, the Parties shall agree whether the marketing methods described in this Section 19.3 may be used in conjunction with such programs.
- (d) The University hereby permits 2U to share quantitative and anonymized information (e.g., number of Prospects opting in to receive information about an Other Program offered by an Other Program School, number of such Prospects applying to such Other Program offered by such Other Program School, number of Prospects enrolling in such Other Program offered by such Other Program School, general synopsis of Prospects applying to and/or enrolling in such Other Program School, and such other information, which 2U and the Other Program School agree to share) regarding Prospects generated by any marketing property identifying both the University and any Other Program School/Other Program where the University is 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 the Agreement) with any Other Program School that has agreed to provide reciprocal rights to 2U to share like information with the University where such Other Program School/Other Program is primarily identified in any marketing property that secondarily identifies the University.

19.4. URLs. The University, with 2U's assistance (as requested by the University), will attempt to secure the subfolder unc.edu/online and the subdomain online.unc.edu (the "URLs") from a recognized domain-name distributor, for use in marketing Digital Education Programs offered by the Parties pursuant to the Agreement, with the University as the billing, administrative, technical, and zone contacts. Any rights granted to 2U for the URLs shall be assigned in full to the University if either these Master Terms, any Schedule, or any Addendum (as applicable) expires or is terminated for any reason. The University shall pay any fees necessary to purchase and maintain the URLs.

20. INTELLECTUAL PROPERTY.

20.1. Ownership.

(a) University Intellectual Property.

- (i) As between the Parties, and subject to any limited licenses expressly granted under the terms of the Agreement, the University owns and retains all right, title, and interest, including the following Intellectual Property Rights, related to the Agreement: (A) Brands; (B) Program Trademarks; (C) any other trade names, trademarks, service marks, designs, and logos provided by the University to 2U for use in connection with 2U's performance of its obligations hereunder; (D) Work Product, the Produced Segments, the Curriculum and the Curriculum Materials; (E) SSDGD Marketing Materials; (F) any University Intellectual Property Rights existing prior to the Effective Date; (G) any intellectual property conceived, developed, or created by the University during the Term of the Agreement outside the scope of the Agreement; (H) any intellectual property created within the Research Hub; and (I) all modifications, derivative works, updates, enhancements and improvements to any intellectual property described above in this paragraph (collectively, "University Intellectual Property"). For the avoidance of doubt, University Intellectual Property shall exclude all 2U Intellectual Property. In the event the University conceives, develops, or creates intellectual property that improves, creates a new use, or is a derivative work of 2U Intellectual Property, the University hereby assigns such intellectual property to 2U.
- (ii) 2U acknowledges and agrees that (A) all Work Product (excluding Excluded Materials) and the SSDGD Marketing Materials will constitute a "work made for hire" for the University, as that phrase is defined in Sections 101 and 201 of the Copyright Act of 1976 (Title 17, United States Code); and (B) in the event that any Work Product or SSDGD Marketing Materials cannot be characterized as a work made for hire, 2U hereby grants, assigns, and transfers to the University all right, title, and interest, including all Intellectual Property Rights in and to the Work Product (excluding Excluded Materials) and the SSDGD Marketing Materials. Upon the University's request, 2U agrees to reasonably cooperate with the University in perfecting the University's rights in any University

Intellectual Property and shall execute any additional documents reasonably necessary to evidence such assignment and transfer.

- (iii) Except for the limited licenses granted to 2U herein, the University reserves all right, title, and interest, including all Intellectual Property Rights, in any University Intellectual Property, and any other intellectual property conceived of, developed, or created by the University in connection with the Agreement, excluding to the extent that any such intellectual property conceived of, developed, or created by the University relates to 2U Intellectual Property which shall be owned by 2U without restriction or compensation to the University. In the event that the University conceives, develops, or creates intellectual property that improves, creates a new use, or is a derivative work of 2U Intellectual Property, the University hereby assigns such intellectual property to 2U. Notwithstanding anything set forth herein, the University agrees that during the Program Term of a Full-Service Digital Graduate Degree Program or during the term of a Short Course, the University may not use the Work Product created by 2U for the University in any Digital Education Program that (A) is competitive with the relevant Full-Service Digital Graduate Degree Program or Short Course for which the Work Product was originally created; and (B) is reasonably likely to siphon students away from the Full-Service Digital Graduate Degree Program or Short Course for which the Work Product was originally created ("Competitive DEP"). None of the restrictions set forth in the preceding sentence shall apply to any Work Product created by 2U for the University pursuant to any Schedule IV Addendum. Notwithstanding the foregoing, during the Program Term of a Full Service Graduate Digital Degree Program or during the term of a Short Course, the University may use the Work Product created by 2U in any program that is not a Competitive DEP. 2U acknowledges that the University's faculty members and/or staff own or shall own some of the University Intellectual Property created with the aid of 2U's Services and/or licensed to 2U by the University hereunder. The University shall obtain all required licenses, rights, and/or permissions from its faculty members to use (including all required licenses, rights, and/or permissions for the Parties to continue to use consistent with the Agreement) any intellectual property owned by any faculty member incorporated into a Digital Education Program supported by 2U pursuant to any Addendum following any such University faculty member's termination of employment with the University for any reason, as necessary for the University and 2U to perform their respective obligations as set forth in the Agreement. As between the Parties, the University shall own and retain all right, title, and interest to University Intellectual Property, provided that nothing in the foregoing or the Agreement shall affect the ownership of any University Intellectual Property including the copyright of any underlying content by and between the University and any or all of its faculty members.

(b) **2U Intellectual Property.**

- (i) As between the Parties, and subject to any limited licenses expressly granted under the terms of the Agreement, 2U owns and retains all right, title, and interest, including the following Intellectual Property Rights, related to the Agreement: (A) the Platform, including all patents, copyrights, trademark rights, trade secrets, and other intellectual property rights in the Platform, including all methods, processes, modes used to deliver educational content, and all modifications, updates, upgrades, enhancements, and improvements thereto; (B) all other technology, computer programs, and software source code (the "Source Code") developed for or relating to the Platform, including 2U-developed or 2U-acquired user interface designs necessary to facilitate access to the University's Intellectual Property via the Platform; (C) logic and data modules, algorithms, feature sets and Source Code, and documentation relating thereto; (D) Bootcamp Course Materials; (E) all Marketing Materials; (F) 2U's compilation of information relating to opportunities for placement in Clinics and Clinicals (but specifically excluding all Personal Information); and (G) all modifications, updates, upgrades, enhancements, and improvements to any intellectual property described above in this paragraph (collectively, "2U Intellectual Property"). For the avoidance of doubt, 2U Intellectual Property shall exclude all University Intellectual Property.
- (ii) Except for the limited licenses granted herein to the University, 2U reserves all right, title, and interest, including all Intellectual Property Rights, in all 2U Intellectual Property.
- (iii) Unless the Parties agree otherwise in an Addendum to the Agreement, 2U shall retain all right, title, and interest, including all Intellectual Property Rights, in and to all intellectual property conceived of, developed, or created by 2U in connection with its performance of its obligations under the Agreement, excluding to the extent that any such intellectual property conceived of, developed, or created by 2U relates to University Intellectual Property which shall be owned by the University without restriction or additional compensation to 2U. In the event 2U conceives, develops, or creates intellectual property that improves, creates a new use, or is a derivative work of University Intellectual Property, 2U hereby assigns such intellectual property to the University.

20.2. Licenses.

- (a) **License to 2U in Curriculum Materials.** The University grants to 2U a limited, non-exclusive, worldwide license (with the right to sublicense to Subcontractors who assist 2U with the provision of the Services under terms no less restrictive than those set forth in this Section 20.2) during the Term, and any applicable Program Term and Teach Out Period, to use, reproduce, distribute, publicly display, publicly perform, and create derivative works of the Curriculum Materials solely

for the purpose of performing the Services, including: (i) to create the Produced Segments; (ii) to display the Produced Segments to authorized users; and (iii) to otherwise operate and market the Platform and any Digital Education Program supported by 2U pursuant to any Addendum.

(b) **License to 2U of University Intellectual Property.**

(i) The University hereby grants 2U a non-exclusive, royalty-free worldwide, fully paid up license (with the right to sublicense to Subcontractors who assist 2U with the provision of the Services under terms no less restrictive than those set forth in this Section 20.2(b)(i) during the Term, and during any applicable Program Term and Teach Out Period, to use and publish all University Intellectual Property solely in connection with 2U's performance of the Services and any of its other obligations under the Agreement (including, but not limited to, creating and developing any Digital Education Program supported by 2U pursuant to any Addendum, operating the Platform, and marketing and promoting any Digital Education Program supported by 2U pursuant to any Addendum). All goodwill associated with the use of the Brands and the Program Trademarks will inure solely to the benefit of the University. Subject to Section 19, the University hereby grants 2U a non-exclusive, royalty-free, worldwide, fully paid up license to use the University's name, logos and service marks in any approved marketing activity related to any Other Program as set forth in and in accordance with the terms of Section 19.3 above.

(c) **License of 2U Intellectual Property.**

(i) 2U grants to the University a non-exclusive, royalty-free, worldwide, fully paid up license to use 2U's Intellectual Property (except for Source Code), including a license of all rights under copyright and the rights to reproduce and copy 2U's Intellectual Property (except for Source Code) in all editions, versions, and formats for print and in any other form or medium, during the Term and any applicable Program Term, throughout the world, including electronic, magnetic, digital, laser, or optical-based media, for use only in conjunction with:

- a. The University's delivery of any Digital Education Program supported by 2U pursuant to any Addendum; or
- b. As otherwise agreed by the Parties in writing in ways that are not competitive with any Digital Education Program supported by 2U pursuant to any Addendum, provided that all such uses comply with the terms of the Agreement.

(ii) Notwithstanding the foregoing, the University's license to Marketing Materials created solely for Digital Education Programs offered by the

Parties pursuant to the Agreement shall survive termination or expiration of the Agreement and shall extend in perpetuity.

- (d) **License to Participants.** 2U grants to each Participant a limited, royalty-free, non-exclusive, worldwide, fully paid up license to use the applicable 2U Intellectual Property as part of the University's permitted delivery of any Digital Education Program supported by 2U pursuant to any Addendum.

20.3. Copyright Clearances.

- (a) **Digital Graduate Degree Programs.** To the extent that 2U includes any third party content or materials (collectively, "Third Party Materials") in the Work Product (excluding Third Party Materials that the University includes in the Curriculum Materials), 2U shall be responsible for obtaining, at its cost and expense, a worldwide, royalty-free, paid-up, transferable, sublicensable license to use, reproduce, modify, and prepare derivative works of such Third Party Materials during the Term and any applicable Program Term and Teach Out Period for use in the applicable Digital Education Program. The University shall be responsible for obtaining all assignments, rights, licenses, or permissions necessary to allow for the use of Third Party Materials in the Curriculum Materials as contemplated by the Agreement.
- (b) **Bootcamps.** To the extent any Third Party Materials are included in the Bootcamp Course Materials, 2U shall be responsible for obtaining, at its sole cost and expense, any assignments, rights, licenses, or permissions necessary to use such content as contemplated hereunder. 2U shall provide or procure any license(s) for the course materials required for each Bootcamp as necessary to provide the Services set forth in Schedule II and any Schedule II Addendum.
- (c) **Short Courses.** To the extent any Third Party Materials are included in Work Product or Curriculum Materials for Short Courses, 2U shall use commercially reasonable efforts to obtain for the University at 2U's cost and expense a worldwide, royalty-free, paid-up, transferable, sublicensable license to use, reproduce, modify, and prepare derivative works of such Third Party Materials for use in the applicable Short Course(s); provided, however, that 2U shall not be obligated to incur any expense for any one (1) Short Course in securing such Third Party Materials for Curriculum Materials in excess of the amount that is twenty dollars (\$20.00 USD) multiplied by 2U's projected first year Participant enrollment per Short Course (the "Third Party Materials Cost Limit").
- (d) If the University requests 2U to include Third Party Materials in Curriculum Materials for any Short Course that has a cost in excess of the Third Party Materials Cost Limit, and 2U includes the requested Third Party Materials in the Short Course in accordance with this Section 20.3(d), the Parties shall equally share the cost and expense associated with the requested Third Party Materials in excess of the Third Party Materials Cost Limit. For the avoidance of doubt, 2U shall have sole discretion after consultation with the University as to whether to include Third Party Materials in any Short Course where 2U determines in its

reasonable discretion that inclusion of such Third Party Materials in Curriculum Materials would cause any unreasonable burden to 2U (i.e., whether due to expense, appropriate licensing permissions, or otherwise).

- 20.4. **Infringements by Others.** Each Party will promptly report in writing to the other during the Term and any applicable Program Term or Teach Out Period any known or suspected infringement of any of University Intellectual Property or 2U Intellectual Property of which such Party becomes aware that relates to the Agreement, and will provide the other Party with all available evidence supporting such known or suspected infringement or unauthorized use, except as prohibited by Laws and Regulations.
- 20.5. **Infringement by Parties.** In the event that a Party becomes aware of any claim that any practice(s) by either Party in the development, production, promotion, marketing, or distribution of any Digital Education Program offered by the Parties pursuant to the Agreement infringes the Intellectual Property Rights of any third party, such Party will promptly notify the other Party. In any such instance, the Parties will cooperate and will mutually agree upon an appropriate course of action. Each Party will 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, operation, promotion, or marketing of such Digital Education Program. Such notices will be provided promptly, but in no event after more than fifteen (15) Days following receipt thereof. If any intellectual property provided by one Party hereunder is, or in such Party's opinion is likely to become, the subject of any infringement-related Claim, then such Party will, at its expense and in its discretion: (a) procure for the other the right to continue using such intellectual property; or (b) replace or modify the infringing intellectual property so that it becomes non-infringing and remains materially equivalent. THE PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY OF EACH PARTY AND THE EXCLUSIVE REMEDIES OF EACH PARTY FOR ANY CLAIM THAT THE SERVICES, THE WORK, THE PLATFORM, OR ANY DELIVERABLE INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT, PROVIDED THAT THE FOREGOING SHALL NOT LIMIT ANY INDEMNIFICATION RIGHT OR OBLIGATION OF EITHER PARTY SET FORTH IN THE AGREEMENT WITH RESPECT TO ANY INFRINGEMENT CLAIM.
 - (a) Neither Party shall: (i) modify, create derivative works from, distribute, or sublicense the other Party's intellectual property except as explicitly permitted hereunder; (ii) use the other Party's intellectual property in any way that allows a third party (excluding Participants, as applicable) to use or benefit from such other Party's intellectual property; or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the source code or other component parts of the other Party's intellectual property.

21. **REPRESENTATIONS AND WARRANTIES.**

21.1. **2U Representations and Warranties.** 2U represents and warrants that:

- (a) It is a corporation duly organized, validly existing, and in good standing under the Laws and Regulations of the State of Delaware.

- (b) The 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.
- (c) To the best of the signatory's knowledge, the delivery and performance of the 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, 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 of its Affiliates, result in any conflict of interest prohibited by Laws and Regulations for 2U or any of its Affiliates, or result in the acceleration of any debt or other obligation of 2U.
- (d) 2U, in its actions in connection with the Agreement, shall comply with all Laws and Regulations applicable to it.
- (e) 2U owns, or will own, the rights and interests in, or to, 2U Intellectual Property necessary to enter into the Agreement and to be developed pursuant to the Agreement, and to grant the licenses and assignments of such property described in the Agreement.
- (f) 2U Intellectual Property does not, and will not, infringe any statutory or common law copyright, privacy, trade secret, or other intellectual property right of any third party.
- (g) 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 the Agreement.
- (h) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party related to 2U Intellectual Property that impair 2U's ability to perform its obligations under this Agreement.
- (i) As of the Effective Date of the Agreement, 2U has access to sufficient financial resources to fulfill its obligations under the Agreement.
- (j) 2U 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 and any applicable Program Term or Teach Out Period, 2U will not undertake any action that is intended to result in, or omit to take any action necessary to avoid and that is intended to result in, impairment to its resources such as to substantially affect its ability to perform its obligations hereunder.
- (k) There are no known financial, legal, Governmental, or any other type of liabilities encumbering 2U, whether existing or likely to materialize during the Term and any applicable Program Term or Teach Out Period 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 the Agreement.

- (l) 2U's learning management systems are capable of performing each of their central functions of (as applicable) course delivery, student learning and support, communication, and information management.
- (m) 2U has adopted reasonable measures to ensure the integrity of all activities 2U undertakes in the University's name including, but not limited to, marketing, recruiting, and the use, generation, preparation, and disposition of information concerning the University and its students, Applicants, Participants, graduates, faculty, and staff.
- (n) 2U has obtained all licenses, authorizations, approvals, consents, and permits required by applicable Laws and Regulations (including the rules and regulations of all authorities having jurisdiction over the provision of the Services or the Work) to conduct its business and to perform its obligations under the Agreement.
- (o) To the best of 2U's knowledge, there is no pending or threatened action, suit, proceeding, inquiry, claim, or investigation by any Government or public board or body which prohibits or enjoins 2U's ability to perform as set forth in the Agreement.

21.2. University's Representations and Warranties. The University represents and warrants that:

- (a) It is an institution of higher education chartered by the Laws and Regulations of the State and is a constituent institution of the System.
- (b) The Agreement has been duly executed and delivered by the University and constitutes the legal, valid, and binding obligation of the University enforceable in accordance with its terms and conditions.
- (c) To the best of the signatory's knowledge, the delivery and performance of the 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, or result in any right to terminate or cancel any material contract, lease, or agreement to which the 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 the University, or result in acceleration of any debt or other obligation of the University.
- (d) The University, in its actions in connection with the Agreement, shall comply with all Laws and Regulations applicable to it.

- (e) The University owns, or will have license to, the rights and interests in, or to, the University Intellectual Property necessary to enter into the Agreement and to grant the licenses of such property described in the Agreement.
 - (f) The University Intellectual Property and the trademarks licensed under the Agreement 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.
 - (g) The 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 the Agreement in any way which would interfere with or prevent the grant of the licenses of such property described in the Agreement.
- 21.3. Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SYSTEM INTEGRATION, QUIET ENJOYMENT, OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, 2U DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES WILL BE ACCURATE, WITHOUT INTERRUPTION, ERROR-FREE, THAT THE SERVICES ARE COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE. Notwithstanding the foregoing, throughout the Term and any applicable Program Term, 2U will comply with its obligations related to compatibility with other systems and software contained in any service level agreement incorporated into any Schedule.
- 22. INSURANCE.** Throughout the Term and any applicable Program Term or Teach Out Period, 2U shall comply with the insurance requirements described in this Section 22.
- 22.1. Insurance Coverage General Requirements.**
- (a) 2U's insurance policies shall meet all State Laws and Regulations and shall be obtained from companies licensed or approved to do business in the State by the North Carolina Secretary of State and the North Carolina Commissioner of Insurance with an A.M. Best rating of not less than A-VII. 2U shall name the University as an additional insured under general liability, automobile liability, and umbrella/excess liability policies required herein.
 - (b) 2U's general liability insurance shall be primary and non-contributory of any self-funding and/or insurance otherwise carried by the University.
 - (c) The minimum coverage limitations indicated below shall not be interpreted as limiting 2U's liability and obligations under the Agreement. 2U shall procure and maintain the insurance coverages specified herein at its sole cost and expense.

- (d) The University shall not be deemed or construed to have assessed the risk that may be applicable to 2U. 2U shall assess its own risks and, if it deems appropriate, maintain higher limits and broader coverages.
 - (e) Within ten (10) Days after execution of the Agreement, 2U shall provide the University with certificates of insurance documenting that the insurance requirements set forth in this Section 22 have been met. 2U shall further provide such certificates of insurance to the University upon request after execution of the Agreement and shall provide such certificates within ten (10) Days after the University's request. The University's failure to review a certificate of insurance sent by or on behalf of 2U shall not relieve 2U of its obligation to meet the insurance requirements set forth in the Agreement. 2U will provide sixty (60) Days' advance Notice to the University, either directly or through the insurer, of any cancellation or non-renewal of a policy, excluding cancellation or non-renewal of a policy connected to a change in carriers where the replacement policy does not reduce coverage, provided that 2U delivers to the University certificates of insurance from the new carrier(s) evidencing the coverage required hereunder.
 - (f) Should any or all of the required insurance coverage be self-funded/self-insured, 2U shall furnish to the University a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
 - (g) The carrying of the coverages described herein shall in no way be interpreted as relieving 2U of any other responsibility or liability under the Agreement or any applicable Laws and Regulations.
- 22.2. 2U's Insurance Requirements.** 2U shall have the following minimum insurance coverages throughout the Term and any applicable Program Term or Teach Out Period:
- (a) **Commercial General Liability.** 2U, at its sole cost and expense, shall maintain Commercial General Liability ("CGL") insurance (ISO form CG0001 or equivalent) with the following minimum limits of liability: (i) General Aggregate: \$5,000,000 USD; (ii) Products/Completed Operations Aggregate: \$5,000,000 USD; (iii) Personal/Advertising Injury: \$3,000,000 USD; and (iv) Each Occurrence Limit: \$3,000,000 USD. Umbrella or excess liability insurance may be used to meet the CGL coverage limit requirements. The University shall be listed as an additional insured on 2U's CGL policy. The CGL policy shall be written on a primary basis and any insurance or self-insurance maintained by the University shall be non-contributing. 2U's CGL policy shall waive subrogation against the University.
 - (b) **Workers' Compensation Insurance.** 2U, at its sole cost and expense, shall maintain Workers' Compensation Insurance in accordance with the limits and terms required by State Laws and Regulations, as well as Employers' Liability coverage with minimum limits of \$500,000 USD, covering all of 2U's employees who are engaged in any work under the Agreement, and shall waive subrogation against the University.

- (c) **Automobile Liability Insurance.** 2U, at its sole cost and expense, shall maintain Automobile Liability Insurance, to include liability coverage, covering all non-owned and hired vehicles used in connection with the Agreement. The minimum combined single limit shall be \$1,000,000 USD bodily injury and property damage per accident. Umbrella or excess liability insurance may be used to meet the Automobile Liability coverage limit requirements.
- (d) **Professional Liability/Errors and Omissions Insurance.** Insuring against negligent acts, errors, or omissions by 2U in performing professional services under the Agreement. The amount of such insurance shall not be less than five million dollars (\$5,000,000.00 USD) each claim/aggregate.
- (e) **Umbrella/Excess Liability Insurance.** Umbrella/Excess Liability Insurance shall be maintained over 2U's Business Automobile Liability and CGL policies, including completed operations. The total combined excess liability limit shall not be less than:
- | | |
|------------------------------------|---------------------|
| Per Occurrence: | \$10,000,000.00 USD |
| General Annual Aggregate: | \$10,000,000.00 USD |
| Products and Completed Operations: | \$10,000,000.00 USD |
- (f) **Cyber Liability.** 2U shall maintain cyber liability coverage at its sole cost and expense. Cyber liability insurance limits shall not be less than \$5,000,000.00 USD per claim, \$10,000,000.00 USD aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by 2U in the Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for: (i) breach response costs (including, but not necessarily limited to, costs incurred by the University as a result of unauthorized disclosure of Personal Information that is in the care, custody, or control of 2U and such disclosure is caused by the action or inaction of 2U but excluding where such 2U action or inaction is as expressly directed by the University), (ii) civil damages and Governmental or regulatory fines and penalties with limits of not less than \$10,000,000 USD; (iii) damage to, alteration of, loss of, or destruction of electronic data and information property of the University in the care, custody, or control of 2U; and (iv) related defense, liability, and costs and expenses of the University arising upon 2U's indemnification of the University pursuant to Section 24 below.

23. LIMITATION OF LIABILITY.

- 23.1. Disclaimer of Indirect Damages.** To the maximum extent permitted by Laws and Regulations, in no event shall either Party be liable to the other or to any other person (except when an Indemnified Party is required to pay such damages as part of a Claim as set forth in Section 24 herein) for any indirect, incidental, consequential, exemplary, or

special damages, of any character, including, but not limited to, 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.

- 23.2. **Limitation on Direct Damages.** IN NO EVENT WILL A PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES, OR LOSSES UNDER THE AGREEMENT, APART FROM CLAIMS, DAMAGES, OR LOSSES ASSERTED BY A THIRD PARTY, EXCEED FIVE MILLION DOLLARS (\$5,000,000.00 USD) in any year for the first five (5) years of the Agreement and TEN MILLION DOLLARS (\$10,000,000.00 USD) in any year of the Agreement thereafter (including any year in which any Addendum survives the expiration of the Term). The applicable limitation of liability is determined at the time the claim, damages, or losses occurred. The foregoing limitation of liability shall not apply to (a) any monies owed by one Party to the other Party pursuant to the Agreement; or (b) any indemnification obligations under the Agreement.
- 23.3. **North Carolina Tort Claims Act.** Notwithstanding any other provision of the Agreement, the University's liability, as an agency of the State, for any injury, property damage, or any matter sounding in tort arising out of the Agreement or the University's performance, is subject, to the extent applicable, to the immunities, provisions, procedures, and limitations of the North Carolina Tort Claims Act, N.C.G.S. § 143-291, et seq., and the University's assertion of sovereign immunity or any rights or defenses available to it.

24. **INDEMNIFICATION.**

- 24.1. **In General.** To the extent allowed by Laws and Regulations, each of 2U and the University (each, the "Indemnifying Party") shall indemnify and hold harmless the other (each, the "Indemnified Party") against any costs, expenses (including reasonable attorneys' fees if awarded by a court of competent jurisdiction), actions, claims, judgments, Governmental fines or penalties, damages, or settlements brought by a third party ("Claims") arising out of or related to:
 - (a) a material breach by the Indemnifying Party of any provision of the Agreement, including, but not limited to, any of its representations, warranties, obligations, or covenants;
 - (b) any material violation by the Indemnifying Party of any applicable Laws and Regulations due to the action or inaction of the Indemnifying Party (provided such action or inaction (i) arises out of or relates to the Agreement; and (ii) is not joined in or ratified by the Indemnified Party); and
 - (c) any unauthorized disclosure of Personal Information or Confidential Information due to the action or inaction of the Indemnifying Party (excluding any action expressly directed by the Indemnified Party).

- 24.2. Notice of Claim for Indemnification.** The Indemnified Party shall give prompt Notice to the Indemnifying Party of any Claim for indemnification under the Agreement. Any delay by the Indemnified Party in notifying the Indemnifying Party shall not relieve the Indemnifying Party from any liability or obligation under the Agreement unless (and then solely to the extent) the Indemnifying Party is prejudiced by the delay.
- 24.3. Defense or Appeal of a Claim.** Each Party shall cooperate with the other in the defense or appeal of a Claim. The Indemnifying Party may: (a) join any action brought by a third party arising out of a Claim, and (b) control its own defense with counsel of its choosing at the Indemnifying Party's expense. Upon mutual written agreement of the Parties, the Indemnifying Party may control the defense of any action on behalf of both Parties. If the Indemnifying Party takes over the defense of any action, and if the Indemnifying Party shall fail to promptly and diligently defend any such action after Notice, the Indemnified Party may re-assume the defense and settlement of such action, without prejudice to its rights. 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.
- 24.4. 2U Responsibility for Incident Response Notification Expenses.** If 2U experiences an unauthorized disclosure of any Personal Information that is obtained, possessed, or under the control of 2U or its agents (except to the extent such unauthorized disclosure is caused by the University), and the University is obligated to notify affected individuals and/or Governmental entities of such unauthorized disclosure pursuant to any applicable Laws and Regulations, 2U shall reimburse and indemnify the University for the costs and expenses (including, for example, reasonable, out-of-pocket attorneys' fees or Governmental fines or penalties) arising out of or relating to such notification to such affected individuals and/or Governmental entities, regardless whether the unauthorized disclosure was the result of any action or inaction of 2U or caused by any party other than the University or parties operating on behalf or at the direction of the University.
- 24.5. Resolution of Claims.** The Parties shall consult in connection with any settlement of a Claim. Neither Party may, without the prior express written consent of the other Party, settle or compromise a Claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder in a manner that: (a) makes any obligation on behalf of or admits any wrongdoing by the other Party; (b) materially alters the obligations of either Party under the Agreement; (c) contains any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of other Party; or (d) materially harms the other Party. The foregoing indemnification obligations do not apply to claims brought by the Parties to the Agreement, including suits to enforce each Party's rights to indemnification.

25. TERMINATION.

- 25.1. Mutual Agreement.** The Parties may terminate the Agreement or any portion of the Agreement by mutual written agreement signed by both Parties. For the avoidance of doubt, in the event of mutual termination of an entire Schedule or Addendum, the Parties

shall be relieved from the applicable exclusivity provision(s) (Section 5) related to each such mutually terminated Schedule or Addendum and any future Digital Education Program providing the same degree or content in the same academic discipline and subject as the mutually terminated Schedule or Addendum.

25.2. Change in Control. Should 2U experience a Change in Control:

- (a) if such Change in Control results in (i) 2U being controlled by a person or entity in whom or with whom the University could not invest or contract based on any of the following in effect at the time of the Change in Control: the University's written investment policies; Laws and Regulations; Policies and Procedures; written Governmental, State, or System prohibitions or directives; or (ii) such Change in Control results in 2U being controlled by a person or entity in whom or with whom the University would not invest or contract for moral, social justice, or similar reasons, then the University may elect, in its sole discretion, subject to Section 25.2(c) below, (A) to terminate the Agreement in its entirety (including all Addenda hereto) prior to expiration of the Term, or (B) to be relieved from the exclusivity provisions of Section 5.
- (b) Should 2U enter into a transaction involving one (1) or more of its Affiliates that results in (i) such Affiliate(s) being controlled by a person or entity in whom or with whom the University could not invest or contract based on any of the following in effect at the time of such transaction: the University's written investment policies; Laws and Regulations; Policies and Procedures; written Governmental, State, or System prohibitions or directives; or (ii) such Affiliate(s) being controlled by a person or entity in whom or with whom the University would not invest or contract for moral, social justice, or similar reasons, then 2U shall not authorize such Affiliate(s) (however named or organized) to perform any of the Services or Work. In the event 2U does not elect to perform the Services or Work that was previously performed by the Affiliate(s) without material interruption, then the University may elect, in its sole discretion, subject to 25.2(c) below, (A) to terminate the relevant Addenda to which the Affiliate(s) was performing the Services or Work, and (B) to be relieved from the exclusivity provisions of Section 5 related to such Addenda.
- (c) The University shall waive its right to terminate the Agreement or to be relieved from the exclusivity provisions of Section 5 pursuant to Sections 25.2(a) and (b) above if the University fails to provide Notice to 2U of its termination of the Agreement or the relevant Addenda or its election to be relieved from the exclusivity provisions of Section 5 within one (1) year of the Change in Control (or the transaction relating to a 2U Affiliate contemplated by Section 25.2(b), as applicable). This foregoing one (1) year period shall be tolled during any dispute resolution process initiated under Section 26 (Dispute Resolution) of these Master Terms.

25.3. Termination Due to Material Adverse Effect. If 2U is the principal cause of a Program MAE, and (a) the University has provided written Notice to 2U describing in reasonable detail the nature of the Program MAE and the actions that the University believes caused

the Program MAE (each such notice, a "Program MAE Notice"), including by identifying each Addendum with respect to which the University believes the Program MAE applies; and (b) 2U fails to materially cure such Program MAE within one hundred eighty (180) Days of its receipt of a Program MAE Notice, then the University may elect, in its sole discretion, and upon written Notice to 2U, (i) to terminate any Addendum identified in a Program MAE Notice for which 2U has failed to materially cure the applicable Program MAE, and (ii) to be relieved from the exclusivity provisions of Section 5 with respect to that Addendum.

- (a) Notwithstanding the foregoing or anything to the contrary in the Agreement, no event to the extent arising or resulting from any of the following, shall constitute or be taken into account in determining whether a Program MAE has occurred:
 - (i) a decrease in enrollment in Digital Education Program(s) principally caused by external events, developments, circumstances, facts, or effects that affect the same or similar digital education programs;
 - (ii) a decrease in quality in Digital Education Program(s) principally caused by external events, developments, circumstances, facts or effects that affect the quality of the same or similar digital education programs;
 - (iii) a force majeure event under Section 29.12;
 - (iv) changes in Laws and Regulations, Policies and Procedures, or generally accepted accounting principles;
 - (v) any action or inaction by 2U that 2U reasonably determines is required to comply with any obligation under the Agreement; and
 - (vi) the University's actions or inactions with respect to the applicable Digital Education Program(s).

- 25.4. Termination Due to Unavailability of Funds.** If N.C.G.S. § 143C-6-8 is applicable to the continuation, extension, or renewal of the Agreement, or of any Schedule or Addendum, such continuation, extension, or renewal may be dependent upon and subject to the appropriation, allocation, or availability of funds to the University. If the University must terminate the Agreement, any Schedule, or any Addendum pursuant to N.C.G.S. § 143C-6-8, the Parties shall be relieved of all obligations with respect to the terminated Agreement, Schedule, or Addendum, and all other provisions hereof shall remain in full force and effect. Notwithstanding the foregoing, should the University terminate any Addendum to Schedule I pursuant to this Section 25.4, (a) Section 25.12 ("Transition Plan") of these Master Terms shall not apply in whole or in part, and (b) the University shall remain obligated to pay to 2U each Teach Out Fee for each Full-Service Digital Graduate Degree Program provided pursuant to Schedule I and any Addendum thereto (as defined in Schedule I), provided that 2U shall not be obligated to provide any Services during any Teach Out Period (as defined in Schedule I).

25.5. Termination Due to No System or BOG Approval.

- (a) Prior to launch of a Schedule I, II, III, or IV program, the University shall obtain all necessary System and/or BOG approvals (the "System/BOG Approvals"). The University shall provide Notice to 2U upon having obtained or failed to obtain the System/BOG approvals with respect to each such program. The University may terminate any Addendum in the event that it fails to obtain the System/BOG Approvals prior to the applicable program launch, and 2U shall not be required to perform any obligation hereunder with respect to the applicable program until the University has provided 2U Notice that it has obtained the System/BOG Approvals with respect to the applicable program.
- (b) In the event that the System or the BOG determines that any provision or requirement of the Agreement violates any System policy, such affected provisions shall be unenforceable, and the Parties shall be relieved of all obligations and liabilities with respect to the affected provisions. All other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intent of the Parties as nearly as possible. If practicable, the Parties shall negotiate in good faith a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties with respect to the affected provision.

25.6. Termination Due to Foreign Influence. The University shall have the option to terminate the Agreement if a foreign entity, by virtue of its relationship with 2U, is engaging in acts of espionage; sabotage; censorship; theft or unauthorized disclosure of University Intellectual Property, University Confidential Information, or University trade secrets; or other similar such specific and intentional acts that violate Laws and Regulations or Policies and Procedures, effective upon delivery of written Notice to 2U (with such written Notice to specify the legal and factual grounds giving rise to such termination). The University shall waive its right to terminate the Agreement pursuant to this Section 25.6, with respect to the event(s) giving rise to such termination, if the University fails to provide Notice to 2U of its termination of the Agreement in accordance with this provision within one (1) year of the public dissemination of the event(s) giving rise to the University's right to terminate the Agreement hereunder. This foregoing one (1) year period during which the University may provide Notice shall be tolled during any dispute resolution process initiated under Section 26 (Dispute Resolution) of the Agreement.

25.7. Termination Due to Reputational Harm to the University. If during the Term of the Agreement or during any applicable Program Term, 2U (a) breaches any of its obligations in a manner that is reasonably likely to have a material adverse effect on the University's reputation or the academic integrity of the University, or (b) commits or directs the commission of any unlawful, criminal, or fraudulent act in connection with the administration of any contract with any Other Program School that is reasonably likely to have a material adverse effect on the University's reputation or the academic integrity of the University, then the University may terminate the Agreement effective upon delivery of written Notice to 2U (with such written Notice to specify the breach(es) and/or act(s) upon which the University's termination is based, as applicable). The University shall waive its right to terminate the Agreement pursuant to this Section 25.7, with respect to

the event(s) giving rise to such termination, if the University fails to provide Notice to 2U of its termination of the Agreement in accordance with this provision within one (1) year of 2U's breach (in the event of the University's termination pursuant to Section 25.7(a)), or within one (1) year of the public dissemination of the event(s) giving rise to the University's right to terminate the Agreement (in the event of the University's termination pursuant to this Section 25.7(b)). This foregoing one (1) year period during which the University may provide Notice shall be tolled during any dispute resolution process initiated under Section 26 (Dispute Resolution) of the Agreement.

25.8. Termination Due to Failure to Cure after Notice of Breach.

- (a) **Termination of the Agreement, any Schedule, or any Addendum for Breach of Master Terms.** Subject to the Notice obligations and cure period detailed in Section 25.8(c), each Party shall have the right to terminate the Agreement or any Schedule or Addendum if the other Party materially fails to perform any material covenant, obligation, term, or condition contained in these Master Terms and the breaching party fails to cure within the applicable cure period. This termination right shall not extend to Section 5.11 of the Master Terms, which describes the sole remedy available to 2U for the University's breach thereof. Further, this termination right shall not extend to Section 5.16 of the Master Terms, which describes the sole remedies available to the University for 2U's breach thereof.
- (b) **Termination of an Addendum for Breach of that Addendum or its Applicable Schedule.** Subject to the Notice obligations and cure period detailed in Section 25.8(c), either Party shall have the right to terminate an Addendum if the other Party fails to perform any material covenant, obligation, term, or condition contained in that Addendum or its applicable Schedule and the breaching Party fails to cure such breach within the applicable cure period.
- (c) **Notice and Cure.** If either Party wishes to terminate the Agreement or any Schedule or Addendum pursuant to Section 25.8(a) or Section 25.8(b), the non-breaching Party must first provide written Notice to the other Party describing the breach and noting suggestions as to the steps that may be taken to cure such breach (the "Breach Notice"). The breaching Party must materially cure such breach within ninety (90) Days of its receipt of such Breach Notice, provided that if the breach(es) are not capable of being cured during the ninety (90) Day period through the use of good faith, diligent efforts, then the non-breaching Party may, in its reasonable discretion, agree in writing to extend this cure period. A breaching Party shall waive the dispute resolution mechanisms set forth in Section 26.3 (Mediation) if the breaching Party has not provided a Notice to initiate mediation to the other Party before the expiration of the cure period and any extension(s) thereof. Should the breaching Party fail to cure the breach within the cure period, the non-breaching Party may send the breaching party a written Notice of termination ("Termination Notice"). A Party's right to terminate the Agreement or any Schedule or Addendum pursuant to this Section 25.8(c) shall be waived if (i) the non-breaching Party has not provided a Termination Notice to the other Party, and (ii) the breaching Party has subsequently materially cured such breach. Any cure period shall be tolled during any dispute resolution process

initiated under Section 26.3 (Mediation). After the dispute resolution procedures set forth in Section 26 are exhausted, a breaching Party that receives a Breach Notice 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 continue to 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.

25.9. Remedies for Termination of Addenda.

- (a) **Remedies for Termination of Schedule I Addenda.** Should a Party permissibly terminate twenty-five percent (25%) or more Schedule I Addenda pursuant to Section 25.4 or Section 25.8, the terminating Party shall:
- (i) be released from its exclusivity obligations under Section 5.1 (and in the event that the University is the terminating Party hereunder, be relieved from any applicable calculation of Third-Party Vendor Spend (Section 5.9) and University Internal Control Process (Section 5.10) for Schedule I Programs); and
 - (ii) be relieved of all of its obligations under Section 7 (and, in the event the University is the terminating Party, be relieved from any remaining repayment obligations under Section 6).

The Parties will assume for purposes of calculating the twenty-five percent (25%) metric relevant to this Section 25.9(a) that the Parties have executed three (3) Schedule I Addenda as of the Effective Date of the Agreement (e.g., if the Parties execute two (2) Schedule I Addenda after the Effective Date and the University terminates one (1) of them for a Program MAE pursuant to Section 25.3 and/or for an uncured 2U breach pursuant to Section 25.8, for purposes of the twenty-five percent (25%) calculation in this Section 25.9(a), the University will have only terminated one (1) out of five (5), or twenty percent (20%), of the Schedule I Addenda, and will not have the right to the remedies in this Section 25.9(a)).

- (b) **Remedies for Termination of Schedule II, III and IV Addenda.** Should a Party permissibly terminate twenty-five percent (25%) or more Addenda under either Schedule II, Schedule III, or Schedule IV pursuant to Section 25.4 or Section 25.8, the terminating Party shall have the right either (i) to terminate the applicable Schedule II, III, or IV, or (ii) to be relieved from the exclusivity provisions in Section 5 that relate to the applicable Schedule (and in the event that the University is the terminating Party hereunder, be relieved from any applicable calculation of Third-Party Vendor Spend (Section 5.9) and University Internal Control Process (Section 5.10) for each applicable Schedule. The Parties will assume for purposes of calculation of the twenty-five percent (25%) relevant to this Section 25.9(b) that the Parties have executed three (3) Schedule II Addenda, three (3) Schedule III Addenda, and three (3) Schedule IV Addenda as of the Effective Date of the Agreement (e.g., if the Parties execute two (2) Schedule II Addenda after the Effective Date and the University terminates one (1) of them for an uncured 2U

breach pursuant to Section 25.8(b), for purposes of the twenty-five percent (25%) calculation in this Section 25.8(b), the University will have only terminated one (1) out of five (5), or twenty percent (20%), of the Schedule II Addenda and will not have the right to terminate the entire Schedule II in that scenario).

- 25.10. Termination Due to Bankruptcy or Insolvency.** In the event 2U enters into bankruptcy proceedings, whether voluntary or involuntary, 2U agrees to furnish written Notice of the bankruptcy to the University at the addresses listed in Section 29.18. This Notice shall be furnished to the University within five (5) Days of the initiation of the proceedings relating to the bankruptcy filing. This Notice shall include the date on which the bankruptcy petition was filed; the identity of the court in which the bankruptcy petition was filed; the case number assigned to the bankruptcy proceeding; and the name(s), address(es), telephone number(s), and email address(es) of 2U's bankruptcy attorney(s). Either Party may terminate the Agreement or any portion thereof 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.
- 25.11. Effect of Termination.** Any provision within the Agreement notwithstanding, after any termination or expiration of the Agreement:
- (a) Each Party shall cease all use of the other Party's intellectual property licensed pursuant to the Agreement, and 2U shall, to the extent capable of delivery at the time of termination or expiration, deliver to the University all Deliverables in the form existing as of the time of such termination or expiration.
 - (b) The Parties shall allow each Participant to complete all individual courses in the Digital Education Program that such Participant has actually commenced prior to the termination of the applicable Addendum (except to the extent that such Participant is academically disqualified by the University, is otherwise ineligible to continue, or does not finish such course in accordance with Policies and Procedures following such termination or expiration).
 - (c) Termination of the Agreement shall not prejudice either Party's rights to any sums due or accrued under the Agreement prior to termination or expiration and shall not prejudice any cause of action or claim the terminating party accrued or to accrue on account of any breach or default by the non-terminating party.
 - (d) In the event that either Party elects to waive its remedies for any breach by the other Party of any covenant, term, or condition of the Agreement, such waiver shall not limit that Party's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.
 - (e) **Effect of Termination of a Schedule.** Should a Party terminate a Schedule without terminating the entire Agreement pursuant to this Section 25, the Parties shall be

relieved from exclusivity for the type of offering or services described in that Schedule.

- 25.12. **Transition Plan.** The University may, at any time, require 2U to provide, at the University's expense, a plan setting forth the method and manner for the University to continue operating any Digital Education Program provided pursuant to an Addendum hereto with University personnel and/or assets and/or through a person (or persons) or entity (or entities) other than 2U for the purpose of fulfilling 2U's obligations to individuals enrolled in any Digital Education Program supported by 2U pursuant to any Addendum ("Transition Plan"). 2U shall cooperate with the University in implementing any such Transition Plan should the University terminate a Digital Education Program in accordance with the Agreement. As part of the Transition Plan, the University shall have the right, upon its request, to receive from 2U for up to twelve (12) months from the effective date of termination those services that the Parties deem reasonably necessary and appropriate to effectuate an orderly transition to a successor to 2U. Any fees charged by 2U for such transition services should be at reasonable, fair market rates.
- 25.13. **Destruction of University Data.** The University shall advise 2U in writing whether it wishes to exercise the transition services described in the subsection above, and/or whether (and to what extent) the University wishes for 2U to destroy the University Data in 2U's possession. If the University notifies 2U that it wishes to exercise transition services, then 2U shall not destroy the University Data until its completion of the transition services. If the University notifies 2U that it wishes for 2U to destroy the University Data, 2U shall promptly under the circumstances destroy all University Data it possesses in any form and provide the University a written attestation to the destruction of the University Data, specifying when it was destroyed and by what previously agreed upon destruction methods.

26. **DISPUTE RESOLUTION.**

- 26.1. **Generally.** For all disputes, the Parties shall first meet in good faith to resolve the matter(s) in dispute. If the Parties are unsuccessful in resolving the matter(s) in dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section 26. Full compliance with this Section 26 is a precondition to any Party initiating litigation of any type concerning the dispute. In addition, each Party shall continue performance of its obligations hereunder in the event of a dispute until such dispute is finally settled or the Agreement (or relevant Schedule(s) or Addendum/a) is finally terminated. Either Party's failure to proceed in accordance with the foregoing shall constitute a material breach of the Agreement, regardless of the ultimate outcome of the dispute.
- 26.2. **Good Faith Meeting.** As required by this Section 26.2, representatives of each Party shall meet as soon as reasonable to attempt in good faith to resolve the disputed matter(s). Each Party shall be represented at such meeting by a person with the authority to resolve the matter(s) on behalf of their respective Party. The Parties may by agreement and in good faith conduct further meetings as they believe necessary to resolve the matter(s). If resolution is not achieved, the Parties shall initiate non-binding mediation as set forth below.

- 26.3. Mediation.** In the event that either Party seeks to refer a matter for expedited confidential mediation in accordance with these Master Terms, then the mediation shall be conducted in accordance with the State rules governing mediated settlement conferences. Initially, after a written referral has been made, the Parties shall have two (2) weeks to mutually agree upon an independent mediator; this timeframe may be extended by mutual agreement of the Parties. To the extent provided by State Laws and Regulations, the mediation procedure and all communications therein by the Parties shall be maintained as confidential and inadmissible in any future legal proceeding(s); the mediator shall be responsible to serve as a settlement facilitator and make best efforts to assist the Parties in reaching a mutually agreeable, written, fully executed resolution of the matter(s) at issue; but the mediator shall have no authority to impose any resolution or make any awards or rulings of legal effect upon the Parties. The mediation shall take place in Chapel Hill, North Carolina or such other location as may be mutually agreeable to the Parties. The expenses related to the mediator's participation shall be divided equally among the Parties. Each Party to the mediation shall be responsible for all costs incurred by that Party, including attorneys' fees or other professional fees.
- 26.4. Impasse.** If after all reasonable good faith attempts to resolve the dispute(s) have been made, and it appears to the mediator that the Parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the Parties and shall issue a written notice of stalemate, which shall conclude the alternative dispute resolution process, unless the Parties agree otherwise. Following a stalemate, either Party shall have the right to pursue litigation in accordance with Sections 26.1 and 29.1.
- 27. ACCREDITATIONS AND AUTHORIZATIONS.** The University shall be responsible to obtain and maintain any and all academic accreditations and authorizations (including any state authorizations) required to offer any Digital Education Program hereunder, provided that, at the University's request, 2U shall provide reasonable assistance to the University in preparing applications to obtain required accreditations and authorizations needed by the University to offer and operate its Digital Education Programs offered by the Parties pursuant to the Agreement pursuant to any Schedule I, II, or III Addendum, or as the Parties may otherwise agree in writing.
- 28. HEOA SECTION 495 COMPLIANCE.** Where applicable, 2U will remain in compliance with HEOA Section 495. Without limiting the foregoing, 2U will have and maintain security mechanisms in place to ensure that each individual registering for a course is the same individual who participates in the course or receives course credit. Such security mechanisms will, as agreed between the Parties, include one (1) or more of the following methods: (a) a secure login and pass code; (b) faculty proctored examinations; or (c) other technologies and practices that are generally considered in the online education industry to be effective in verifying student identification. Nothing herein will prohibit 2U from requiring Participants to purchase specific hardware intended to enable the security mechanisms referenced herein.
- 29. MISCELLANEOUS.**
- 29.1. Situs, Governing Law, and Forum.** The situs of the Agreement is Chapel Hill, North Carolina. Any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced, and governed by and under the Laws and Regulations of the State, without giving effect

to any choice of law or conflict of law rule or provision that would cause the application of the laws of another jurisdiction. All actions relating in any way to the Agreement shall be brought in a court of competent jurisdiction in the State.

- 29.2. **Relationship of the Parties.** 2U's relationship to the University is that of an independent contractor. Neither 2U, on the one hand, nor the University, on the other hand, is a partner of the other. The Agreement shall not serve to create a joint venture, partnership, trust, or similar such relationship. Neither Party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other Party.
- 29.3. **Assignment.** Neither Party will assign, delegate, or otherwise transfer the Agreement, or its rights and obligations herein, without obtaining the prior express written consent of a duly authorized representative of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that, without consent of the other Party, either Party may assign the Agreement upon prior written Notice to the other Party: (a) in connection with a Change in Control, and (b) to an Affiliate of such Party as part of a corporate reorganization in the ordinary course of business, provided such Affiliate remains an Affiliate of such Party following the reorganization. Any purported or attempted assignment, delegation, or transfer in violation of the foregoing will be null and void. An assignment, delegation, or transfer will not relieve the assigning, delegating, or transferring Party of its obligations under the Agreement. Nothing in this Section shall be construed to limit in any way the University's rights set forth in Sections 25.2(a) and 25.2(b). Subject to the limits on assignment stated above, the Agreement shall inure to the benefit of, be binding on, and be enforceable against the Parties hereto and their respective successors and assigns, including but not limited to an Affiliate that is a permissible assignee under this Section.
- 29.4. **Conflicts/Inconsistencies; Order of Precedence.** For purposes of construing a transaction as an integrated contract, the following shall be considered a single transaction and a legal and binding contract: (a) these Master Terms; (b) all Schedules; and (c) all fully executed Addenda. In the event of a conflict or inconsistency between the Agreement documents, the order of precedence shall be the order listed above, where clause 29.4 "(a)" receives the highest priority and clause 29.4 "(c)" receives the lowest priority, except where the Parties have acknowledged an inconsistency and expressly agreed to a different order of precedence in writing.
- 29.5. **Amendment.** For any Amendment to be effective, it must be made in written form and signed by a duly authorized representative of each Party.
- 29.6. **Construction of Terms.** Each Party has agreed to the use of the particular language of the provisions of the Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation for or against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

- 29.7. No Third Party Beneficiaries.** The Agreement is binding upon, and inures to the benefit of, the Parties, and their respective successors and assigns. The Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of the Agreement as a third party beneficiary or otherwise.
- 29.8. Waiver of Remedies.** In the event that a Party elects to waive its remedies for any breach by the other Party of any covenant, term, or condition of the Agreement, such waiver shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement. Any waiver must be in writing to be effective.
- 29.9. Severability.** If any provision or requirement of the Agreement violates any applicable Laws and Regulations or is otherwise held to be invalid or unenforceable for any reason, each such provision or requirement shall (subject to Section 29.19 below) be deemed modified so that it is not in violation of Laws and Regulations or is not otherwise unenforceable, and all other provisions and requirements of the Agreement shall remain in full force and effect.
- 29.10. Familiarity and Compliance with Laws and Regulations.** Each Party shall comply with all Laws and Regulations that are applicable to the Agreement and each Party's performance hereunder. Upon a Party's reasonable request, each Party shall provide the requesting Party with documents, records, and information needed to comply with applicable Laws and Regulations.
- 29.11. Compliance with Policies and Procedures.** 2U, in its actions in connection with the Agreement, agrees to comply with the Policies and Procedures. Upon a Party's reasonable request, each Party shall provide the requesting Party with documents, records, and other information needed to comply with applicable Policies and Procedures.
- 29.12. Force Majeure.** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, one (1) or more of the following: fire, flood, explosion, invasion, hostilities, act or threat of war, act or threat of terrorism, riot, strike, civil insurrection, acts of public officials, earthquake, hurricane, tornado, other catastrophic natural event or act of God, failure of third party hardware or software, Governmental acts, orders, or restrictions, power or communications failures, or national or regional emergency, pandemic, epidemic, quarantine, or social distancing measures to limit the spread of a contagious or communicable disease; provided that such Party uses reasonable efforts, under the circumstances, to promptly notify the other Party of the cause of such delay and to resume performance as soon as possible in light of the circumstances giving rise to the force majeure event.
- 29.13. COVID-19.** The Parties acknowledge the uncertainty and risks associated with the COVID-19 pandemic, and that either Party may suspend some or all operations or activities. To the extent that any such suspension affects either Party's ability to meet its performance obligations under the Agreement, the Parties will cooperate in good faith to reasonably modify operations in a way that most nearly reflects the original intent of the Parties with

respect to the affected operations. In the event such modification(s) represents a material change to the obligations contained herein, the Parties shall negotiate in good faith a valid, legal, and enforceable Amendment that most nearly reflects the original intent of the Parties with respect to the affected obligations. All other provisions of the Agreement shall remain in full force and effect and shall be liberally construed in order to carry out the intent of the Parties as nearly as possible.

- 29.14. **Records Retention.** During the Term and any applicable Program Term or Teach Out Period, 2U, its Affiliates, and its Subcontractors shall maintain all relevant records regarding 2U's performance of its obligations under the Agreement in accordance with customary and usual practices and procedures and shall retain them according to the North Carolina Public Records Act, N.C.G.S. § 132-1, *et seq.*, and Policies and Procedures.
- 29.15. **Setoff.** The Parties may agree to make payments between and among them arising out of monies owed or payable pursuant the Agreement or any of its Schedules by set-off.
- 29.16. **Export Compliance.** The Work and Services to be performed under the Agreement may be subject to export Laws and Regulations of the United States and other jurisdictions. Each Party represents and warrants that it is not named on any U.S. government denied-party list. Neither Party will permit others to access or use the Work or Services in a U.S.-embargoed country or in violation of any U.S. export Laws and Regulations.
 - (a) As applicable, 2U agrees to comply with U.S. Export Control Regulations, including the Export Administration Regulations (15 C.F.R. § 730-744), the International Traffic in Arms Regulations (22 C.F.R. § 120-130), and the Office of Foreign Asset Controls Regulations (31 C.F.R. § 500-599) in all transactions required to fulfill the Agreement.
 - (b) 2U shall not transfer or disclose to the University any equipment, information, substance, material, and/or technology that is controlled under U.S. Export Control Regulations (collectively, any "Export Controlled Material") without first Notifying the University's Export Compliance Office of the Export Controlled Material's Export Control Classification Number, or other applicable export control designation, for any classification other than EAR99.
- 29.17. **Equal Opportunity.** 2U shall maintain and comply with its equal opportunity and non-discrimination policies in connection with its performance with the Agreement. If 2U becomes a federal subcontractor of the University during the Term of the Agreement: (a) 2U is referred to and shall abide by all applicable provisions of Title 41, Part 60 of the Code of Federal Regulations, including, but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), 60-300.5(a), and 60-741.5(a) (these regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or appropriate inquiries regarding compensation), and (b) 2U will take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, disability, or appropriate inquiries regarding compensation.

29.18. Notices. All notices required or contemplated herein (each, a "Notice") shall be sufficient and deemed given if in writing and either delivered by hand; deposited with the United States Postal Service, postage prepaid via certified or registered mail, return receipt requested; sent via overnight mail via nationally recognized courier service with proof of delivery; sent by electronic mail, in so-called .pdf format addressed to the Parties as set forth below; or to such other address as may be changed from time to time by Notice duly given pursuant to this Section.

To the University: Todd Nicolet, Ph.D.
Vice Provost for Digital and Lifelong Learning
104 South Building, Campus Box 3000
Chapel Hill, North Carolina 27599-3000
Email: todd_nicolet@unc.edu
Telephone: 919-962-3192

with a copy to: Office of University Counsel
The University of North Carolina at Chapel Hill
222 E. Cameron Avenue
110 Bynum Hall, Campus Box #9105
Chapel Hill, North Carolina 27599-9105
Attention: General Counsel
Telephone: 919-962-1219

To 2U: 2U, Inc.
7900 Harkins Road
Lanham, MD 20706
Attn: 2U Legal

with a copy to: Chief Financial Officer
7900 Harkins Road
Lanham, MD 20706

A Notice shall be deemed to be given (a) on the date of delivery or refusal, if delivered by hand; (b) three (3) Days after the date of deposit with the United States Postal Service, with postage prepaid, if delivered by certified mail, return receipt requested; (c) on the date of deposit with a recognized overnight courier service, if delivered by overnight mail; or (d) on the date of electronic confirmation of successful transmission if delivered by electronic mail in so-called .pdf format.

29.19. Change in Laws and Regulations, Policies and Procedures, or Guidance.

- (a) If any provision of the Agreement becomes invalid, illegal, or unenforceable in any jurisdiction, such affected provision(s) shall be unenforceable and the Parties shall be relieved of all obligations and liabilities with respect to the affected provisions, and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the

intentions of the Parties as nearly as may be possible. If practicable, the Parties shall negotiate in good faith a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties with respect to the affected provisions. Such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction.

- (b) Without limiting the foregoing, in the event that any applicable Laws and Regulations, Policies and Procedures, or guidance are repealed or amended in such a manner as to make the compensation structure contemplated hereunder impermissible, the Parties agree to promptly and in good faith negotiate an alternative compensation structure, permissible under the new Laws and Regulations, Policies and Procedures, and guidance, designed and intended to place the Parties in the same (or as close to the same) economic position as currently contemplated hereunder.

- 29.20. Governmental Review.** To the extent required by applicable Laws and Regulations or Policies and Procedures, and pursuant to written requests from any appropriate Governmental authority, 2U and the University shall make available to such appropriate Governmental authority the Agreement and any books, records, documents, and other records that are necessary to certify the nature and extent of the Services and Work and the costs to the University for Services and Work rendered pursuant to the Agreement. The foregoing shall not restrict the Parties from asserting any and all rights to protect the confidentiality of their Confidential Information and/or trade secret information with respect to any Governmental review.
- 29.21. Anti-bribery.** Each Party (including its members, trustees, directors, officers, and employees) will adhere to and comply with all applicable anti-bribery Laws and Regulations, including the U.S. Foreign Corrupt Practices Act. Neither Party will directly or indirectly offer, give, promise to give, or authorize the giving of any money, loan, gift, donation, or other thing of value for the purpose of (a) inducing a Government official to do or to omit from doing any act in violation of their lawful duty, (b) obtaining any improper advantage, or (c) inducing a Government official to use his or her influence with a foreign Government to affect or influence any act or decision of such Government, in each case, in order to assist such Party in obtaining or retaining business for or with, or directing business to, any person.
- 29.22. Outsourcing.** Should 2U wish to (a) relocate or outsource any portion of the Services or Work to a location outside the United States, or (b) outsource any portion of the Services or Work customarily done by 2U to a third party, 2U shall provide thirty (30) Days' prior written Notice to the University, provided that the foregoing shall not apply to 2U's delivery of any Services or Work through GetSmarter or Trilogy.
- 29.23. Headings; Gender and Number.** The headings contained herein are not material parts of these Master Terms and should not be used to construe the meaning thereof. Masculine pronouns shall be read to include feminine and neutral pronouns and vice-versa, and the singular of any word or phrase shall be read to include the plural and vice-versa.

29.24. Signatory Authority and Acknowledgement; Counterparts. Each Party hereby acknowledges that the individual executing the Agreement on behalf of the respective Party is authorized to execute the documents and to bind the Party to the terms contained therein. Each Party is expressly and duly authorized by its respective governing boards to execute the Agreement; and, to its knowledge, there are no legal restrictions or bars to it entering into and performing under the Agreement. The Parties further acknowledge that they have read the Agreement, conferred with their legal counsel, and fully understand the contents of the Agreement. A copy or electronic copy of the signature of any Party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the Parties agree that the Agreement can be executed in counterparts, as duplicate originals, with electronic signatures sufficient to evidence an agreement to be bound by the Agreement.

29.25. Survival. All provisions of the Agreement which by their sense and context are intended to survive, or by their nature and effect are required to be observed, kept, or performed after termination of the Agreement, shall survive the termination of the Agreement and remain binding thereafter.

29.26. Merger by University; 2U Notice of Change in Control.

- (a) Should the University merge with another entity, all rights of the University under these Master Terms shall transfer to the transferee entity.
- (b) To the extent reasonably possible under the circumstances and subject to the University having agreed to be bound by appropriate confidentiality obligations, 2U agrees to notify the University no fewer than one hundred twenty (120) Days prior to experiencing a Change in Control or the transaction relating to a 2U Affiliate contemplated by Section 25.2(b), as applicable (unless 2U elects to perform the Services or Work that was previously performed by the Affiliate(s) without material interruption).

29.27. Data Security. 2U shall adopt and apply data security standards and procedures that comply with Data Protection Laws.

29.28. North Carolina Certifications. By executing the Agreement, 2U certifies that:

- (a) its solicitation response bid was submitted competitively and without collusion (N.C.G.S. § 143-54);
- (b) within ten (10) years immediately prior to the date of the RFP, none of its officers or directors have been convicted of any violations of N.C.G.S. Chapter 78A, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. § 143-59.2);
- (c) it is not an ineligible contractor as set forth in N.C.G.S. § 143-59.1;
- (d) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans,

specifications, or estimates for the solicitation, or in awarding or administering the Agreement resulting from the solicitation, or in inspecting or supervising the Services or Work to be rendered (N.C.G.S. § 133-32; Executive Order 24);

- (e) if any of the Services or the Work will be performed outside the United States by 2U or 2U's Subcontractors, 2U has disclosed, or will disclose, such information in writing to the University (N.C.G.S. § 143-59.4), provided that the University acknowledges that 2U shall provide certain Services and/or the Work through GetSmarter and that some or all of such performance may or shall take place in South Africa;
- (f) the University's internal auditors and the auditors of the State have the right under State Laws and Regulations to access upon request 2U's records and representatives to audit fees and performance associated with the Agreement (N.C.G.S. §§ 143-49 and 147-64.7);
- (g) it and each of its Subcontractors for the Agreement complies with the requirements of N.C.G.S. Chapter 64, Article 2, including the requirement for each employer with more than twenty-five (25) employees in the State to verify the work authorization of its employees through the federal E-Verify system (N.C.G.S. § 143-48.5); and
- (h) neither it nor any assignee of 2U is identified on a list maintained by the North Carolina Treasurer of persons engaged in investment activities in Iran (N.C.G.S. § 147-86.60) or in business activities boycotting Israel (N.C.G.S. § 147-86.80 *et seq.*).

- 29.29. Results of Audit.** In the event an audit uncovers amounts due to a Party which have been underpaid, and such amounts are not in dispute, the underpaying Party will pay such amounts within twenty (20) Days of the completion of such audit and Notice to the underpaid Party. In the event that the audit shows that the underpaying Party has underpaid the other Party by ten percent (10%) or more, then the underpaying Party shall pay the reasonable costs of such audit.
- 29.30. Sovereign Immunity.** Notwithstanding any other term or provision in the Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the University under applicable Laws and Regulations.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date of signature below as indicated by the signatures of their authorized representatives.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

Nathan Knuffman
Interim Vice Chancellor for Finance and Operations
Date: 11/19/2020

Acknowledged and agreed:

Robert A. Blouin
Executive Vice Chancellor and Provost
Date: 11/19/2020

ZU, INC.

Christopher J Paucek (Nov 19, 2020 11:29 EST)

Christopher "Chip" Paucek
Co-Founder and CEO
Date: Nov 19, 2020

SCHEDULE I
TERMS AND CONDITIONS FOR FULL-SERVICE DIGITAL GRADUATE DEGREE PROGRAMS

THIS SCHEDULE I IS APPENDED TO THE MASTER TERMS AND CONTAINS TERMS AND CONDITIONS THAT APPLY TO FULL-SERVICE DIGITAL GRADUATE DEGREE PROGRAMS, IN ADDITION TO THE MASTER TERMS, UNLESS EXPLICITLY MODIFIED BY ANY SCHEDULE I ADDENDUM.

1. **DEFINITIONS**. All capitalized terms used but not defined herein shall have the meaning given to them in the Master Terms. The following additional terms shall bear the following meanings hereunder and in any Schedule I Addendum:

1.1 **Admissions Procedures** means the University's process for assessing Program Applicant admissibility as may be further defined in a Schedule I Addendum.

1.2 **Admissions Standards** means the University's criteria by which a Program defines which Program Applicants are admissible as may be further defined in a Schedule I Addendum.

1.3 **Clinicals** means a requirement that is set forth in a Schedule I Addendum as part of a Program whereby Program Students participate in exercises led by University faculty and/or other instructional personnel in-person at Clinics.

1.4 **Clinics** means facilities at which Program Students may intern or otherwise engage in experiential learning that meet the University's criteria for hosting Program Students during their Clinical placement portion of a Program.

1.5 **FSDGD Services** means the technology, production of the Produced Segments, prospective Program Student recruiting, marketing, and other Services provided by 2U to the University pursuant to this Schedule I, as more fully described hereunder and in any Schedule I Addendum.

1.6 **Immersions** means face-to-face components of a Program led in a physical environment by University faculty, staff, or instructors within the physical presence of Program Students.

1.7 **Net Program Proceeds** means Program Proceeds minus (a) refunds made in accordance with University refund policies; (b) all charges written off by the University acting in accordance with standard University business practices and accounting procedures regarding write-offs ("Write-Offs"); (c) any applicable Taxes or other amounts that either Party is required to withhold by Laws and Regulations; (d) credit card, merchant, and other fees paid to payment processors; (e) amounts held over from Participant deferrals (until such time as the deferral ends); and (f) non-tuition fees.

1.8 **Program** means any Full-Service Digital Graduate Degree Program set forth in any fully executed Schedule I Addendum.

1.9 **Program Applicant** means any individual who initiates or submits a Program application for consideration of their admission into a Program.

1.10 **Program Launch Date** means when Program Students in such Program have attended their first class in that Program.

1.11 **Program Proceeds** means all amounts that are charged by the University to Program Students and Program Applicants, including, but not limited to, amounts charged to Program Students and Program Applicants for tuition, fees, and other charges, and specifically including all such amounts paid through scholarships.

1.12 **Program Student** means a Participant in a Program.

1.13 **Program Term** means the term (including any renewal terms) of any Program as defined in the applicable Schedule I Addendum.

1.14 **Schedule I Addendum** means any Addendum attached hereto containing additional terms and conditions (which may include tuition and fee information) related to a Program hereunder.

1.15 **Schedule I Platform** means 2U's proprietary technology Platform that hosts the applicable Program and serves as an online communication portal for Program Students, faculty, course coordinators, course assistants, and Program staff and enables online applications, course delivery, Program communications, development and maintenance of Program Student portfolios, career services, and such other functions as are mutually agreed to by the Parties.

1.16 **Teach Out Period** means the two (2) year period after the effective date of any termination or expiration of any applicable Schedule I Addendum. Should the two (2) year period end after the Drop/Add Date set by the University Registrar in a given Academic Term (as defined below in Section 4.2(a)), the Teach Out Period shall extend to the end of that Academic Term.

1.17 **Territory** means the world.

2. IMPLEMENTATION OF FULL-SERVICE DIGITAL GRADUATE DEGREE PROGRAMS.

2.1 2U shall provide the FSDGD Services with respect to any Program as set forth in any Schedule I Addendum mutually agreed upon and entered into by and among 2U, the University, and each University school named in the Schedule I Addendum. The University may purchase the FSDGD Services on behalf of itself or any of its schools on the terms and conditions contained herein by entering into a Schedule I Addendum mutually agreed upon and executed by 2U, the University, and the applicable school.

2.2 Each Schedule I Addendum shall identify each Program and set forth the mutually agreed upon specifics with respect to each Program.

2.3 The University will be exclusively responsible for ensuring the academic quality and the academic integrity of each Program.

2.4 The effective date of each Schedule I Addendum (each, a "Schedule I Addendum Effective Date") shall be set forth on each such Schedule I Addendum.

2.5 The Parties acknowledge and agree that: (a) 2U's performance of certain of the FSDGD Services is dependent upon performance of certain obligations by or cooperation from the University, as set forth in more detail below, and (b) 2U shall not be responsible for any delay in the performance of, or non-performance of, any of the FSDGD Services to the extent such delay or non-performance relates to a material delay or material failure in performance by the University.

2.6 During each Program Term, the University shall not offer any Digital Graduate Degree Program that (a) is competitive with the relevant Full-Service Digital Graduate Degree Program and (b) is reasonably likely to siphon students away from the Full-Service Digital Graduate Degree Program. This Section 2.6 shall survive the expiration of the Term of the Master Terms in the event that a Program Term of any Program(s) developed by the Parties pursuant to this Schedule I extends beyond the expiration of the Term of the Master Terms.

3. FULL SERVICE GRADUATE DEGREE PROGRAM SERVICES.

3.1 Marketing and Recruitment.

(a) 2U's Services and Responsibilities.

- (i) 2U shall annually deliver to the University a written plan detailing the promotion strategies to build awareness of each applicable Program and to generate a flow of quality applications from prospective Program Students in the Territory (the "Marketing Plan"). The Marketing Plan shall be subject to the University's approval, as set forth in Section 19 of the Master Terms. At its sole cost and expense, 2U shall execute the promotion strategies contained in the approved Marketing Plan and shall be responsible for recruiting Program Students into each Program.
- (ii) 2U's promotion strategies may include engaging personnel or utilizing other resources to recruit prospective Program Students, and any and all efforts (including via online outreach) used to identify prospective Program Students.

(b) University's Responsibilities. As reasonably determined by the University, the University shall promote each Program as equivalent to the University's residential programs, including on the University's website (including the homepage thereof), within the University's career center,

and at student recruitment events and professional university fairs attended by University representatives in a manner comparable to the promotion of the University's on-campus programs. To the extent the University promotes the University's on-campus programs, it will promote each Program in a comparable manner, including by characterizing each Program as equal in quality to similar on-campus programs. Further, the University shall consult with 2U in the development of additional promotion strategies. The University shall market each Program to prospective students of the University's on-campus degree program equivalent to said Program.

3.2 Admissions Processing and Financial Aid.

- (a) 2U's Services and Responsibilities. 2U shall collect completed online applications for each Program through the Schedule I Platform. 2U shall forward all completed applications to the University's admissions office through the Schedule I Platform in a manner that shall be agreed upon by the Parties.
- (b) University's Responsibilities.
 - (i) After the University's receipt of a complete application from 2U (as set forth in Section 3.2(a) above), the University shall, in its sole discretion, determine which Program Applicants shall be admitted to a Program based on the Admissions Standards (as contemplated by the applicable Schedule I Addendum) and by applying any Admissions Procedures set forth in the applicable Schedule I Addendum. The process shall be as objective as possible to help make the process predictable for the Parties and for Program Applicants. The University shall share with 2U deidentified historical GPA and other historical 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 University's admissions process, determining how to apply Admissions Standards, and making projections. The University shall admit or reject each Program Applicant, and will ready admitted Program Applicants for matriculation within ten (10) Days after receipt of each such applicant's completed application for ninety percent (90%) of Program Applicants.
 - (ii) The Parties shall cooperate to make the admissions process and the application of the Admissions Standards and any Admissions Procedures streamlined, transparent, and clear to enable 2U to target its promotional efforts to prospective Program Students

likely to be accepted. The University shall apply the Admissions Standards and any Admissions Procedures throughout each Program Term.

- (iii) The University shall be solely responsible for the administration of all financial aid programs and will process all requests for aid within ten (10) Days for ninety percent (90%) of Program Applicants. The University shall provide Program Students with financial assistance services similar to those it offers to students enrolled in the University's in-classroom graduate degree programs. 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 University acknowledges that 2U is not, and shall not be reported by the University as, a "third party servicer" (as defined by federal regulations including 34 C.F.R. §§ 668.2 and 668.25).

3.3 Program Student Support.

- (a) Onboarding and Orientation. 2U shall orient and onboard new Program Students upon matriculation. These onboarding services shall include orienting Program Students to the University and any particular school or department offering the Program, training Program Students related to the Schedule I Platform, and providing specific Program-related information (e.g., required book lists and course registration processes).
- (b) Student Success and Coaching.
 - (i) 2U's Services and Responsibilities. In an effort to maintain a high level of customer service, 2U shall provide support and guidance to prospective Program Students and to Program Students upon matriculation and throughout the Program. Such support shall include coaching on technical, programmatic, and career issues, but 2U shall defer academic guidance to University counselors. 2U shall provide all such coaching in a manner consistent with any reasonable written guidelines provided by the University. 2U shall provide Program Students with access to "Student Success Advisors" who will serve as the primary point of contact for Program Students and who will meet regularly with Program Students to provide individual non-academic guidance and assistance based on the individual's specific goals, motivators, strengths, and challenges. Student Success Advisors may assist Program Students in building schedules and an individualized plan of action, help Program Students identify skills to build, provide

Program Students with a boost of confidence, and direct Program Students to available resources. 2U shall train Student Success Advisors on when and how to escalate issues (e.g., the student is struggling academically, the student raises mental or financial health concerns, or the student identifies a violation of Policies and Procedures) that arise in meetings or conversations with Program Students to their managers who will then escalate issues to University personnel as appropriate.

- (ii) University's Responsibilities. Once admitted to a Program, Program Students shall, to the extent reasonable in the University's sole discretion given the inherent differences between on-campus and online students, have similar access and receive services similar to those received by the University's on-campus students. The University shall ensure the availability and participation of University faculty and staff to provide academic counseling in Program requirements, add/drop policies, probations, leaves of absence, and similar matters. The University shall provide academic counseling to Program Students (in-person to Program 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 University shall provide academic support to any Program Student in danger of being dropped from a Program, and shall provide academic support to Program Students equivalent to the academic support provided to on-campus students.

(c) Placement Services for Clinicals During a Program.

- (i) 2U's Services and Responsibilities. Where required in any Schedule I Addendum, 2U shall, applying standards developed and approved by the University, be responsible for securing on-time Program Student placement at high quality placement sites, with high quality supervisors, for Clinicals so that Program Students gain the skills and experiences necessary to graduate and become licensed in their fields. 2U shall perform the due diligence and vetting necessary to ensure that each Clinic (A) meets the requirements for licensure, (B) has the adequate resources necessary to fully support each Program Student during the Clinical, and (C) meets any additional requirements that the University identifies. 2U shall designate someone to serve as the Program Student's primary point of contact during the Clinical placement process. The University shall be the contracting party on any contracts with

Clinics for Clinicals, and the University shall have its authorized signatory execute such agreements on the University's behalf when mutually acceptable terms are reached.

(d) Career Services.

- (i) 2U's Services and Responsibilities. 2U shall make the following career services available to Program Students: (A) individual virtual career coaching via telephone or Schedule I Platform including, for example, resume reviews, job application preparation, and job search advice; and (B) self-guided resources offered through the Schedule I Platform. In addition, 2U shall use good faith efforts to support through the Schedule I Platform and through other FSDGD Services provided by 2U under this Schedule I the career services provided by the University pursuant to Section 3.3(d)(ii) below to Program Students.
- (ii) University's Responsibilities. The University will, to the extent reasonable in the University's sole discretion given the inherent differences between on-campus and online students, make its career counseling and placement resources available to Program Students on a basis similar to those provided to students enrolled in the University's on-campus programs.

3.4 Program Management.

(a) 2U's Services and Responsibilities.

- (i) Program Management; Primary Point of Contact. 2U shall identify and keep a primary point of contact on staff for each Program identified in an applicable Schedule I Addendum. The primary point of contact shall serve as a liaison between the University and the rest of the 2U team and shall be responsible to build and maintain relationships within the Program.
- (ii) Program Strategy. At the launch of a new Program, 2U shall work with University administration and faculty to ensure a Program is strategically designed and resourced to achieve the University's desired academic experiences and student outcomes. Throughout a Program Term, 2U shall strive to continually improve and optimize its operations to deliver on the goals and outcomes identified by the University.
- (iii) New Program Implementation. 2U shall manage the operational implementation of a new Program. This work may include

migrating an existing degree online or assistance with the creation of a new degree Program. 2U shall structure deadlines for completion of implementation tasks required of the Parties and take measures and coordinate efforts to ensure the Parties meet such deadlines.

3.5 Curriculum.

(a) Design.

- (i) 2U's Services and Responsibilities. Although the University is responsible for the design of the Curriculum as described in Section 3.5(a)(ii) below, 2U shall provide technical assistance and recommendations with respect to content and techniques that best use the available technologies and methods embodied in the Schedule I 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.
- (ii) University's Responsibilities. The University 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 the date set forth in the applicable Schedule I Addendum, so that a Program can be launched by the Program Launch Date, as set forth in the Schedule I Addendum. The University shall require University faculty members' timely participation in the creation and design of the Curriculum and in any modifications thereof. As required by 2U, University faculty or other personnel provided by the University shall provide reasonable assistance (including timely participation) to 2U in the adaptation of the Curriculum for a Program to web-based presentation via the Schedule I Platform. The University shall be solely responsible for the ongoing review and revision of the Curriculum as the University determines, at its sole discretion, to be necessary and appropriate to maintain the academic quality and academic integrity of each Program, provided that 2U shall use reasonable efforts to promptly include such revisions into the Produced Segments. Further, while the Parties are initially readying the Curriculum for each Program, the University shall provide 2U with meeting space at the University for 2U employees in order to facilitate such employees' interactions with participating faculty as appropriate. The University shall ensure the availability and participation of faculty and other personnel to achieve the Curriculum design as set forth in this Section 3.5(a)(ii). The

University shall be responsible to obtain any necessary 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 and the Curriculum Materials.

(b) Production and Deployment.

- (i) 2U's Services and Responsibilities. From the Curriculum and the Curriculum Materials, 2U shall produce, and shall coordinate the logistics to produce, the Produced Segments and shall prepare the Curriculum for online deployment through the Schedule I Platform. Without limiting the generality of the foregoing (except as explicitly set forth below), 2U shall be solely responsible for (A) all production costs with respect to each Produced Segment, including the cost of all production personnel and equipment (but not including payment to the University for the use of University facilities, or salaries or other compensation of any University instructional personnel (including faculty)); (B) all legal clearances for (1) music, pictorial, and/or audiovisual content supplied by 2U and used in the Produced Segments, and (2) students and others who appear in the Produced Segments where necessary in connection with developing the Work Product for use in a Program provided that the University shall cooperate with and, upon 2U's reasonable request, provide reasonable assistance to 2U in securing such clearances; and (C) digitizing and otherwise converting all content for each Produced Segment to a medium suitable for delivery to Program Students via the Schedule I Platform. Promptly after completion of each Produced Segment, 2U shall make available on the Schedule I Platform a copy of such Produced Segment to the University. All such Produced Segments shall conform to the University's design as set forth in Section 3.5(b)(ii) below and be subject to the University's written approval prior to any distribution or other release thereof in accordance with Section 4.4 of the Master Terms (Final Authority) and Section 3.5(b)(ii) below.
- (ii) University's Responsibilities. The University shall use reasonable efforts to prepare drafts of syllabi (and to obtain timely any required internal approval(s)) (A) on or before seven (7) months prior to each scheduled course launch, for the courses to be included at the time of Program launch, and (B) on or before the date(s) to be mutually agreed upon by the Parties for courses to be offered subsequent to Program launch. The University shall also

use reasonable efforts to develop such syllabi into appropriate materials in time for production to meet such schedules. The University shall secure the commitment of those University faculty and other instructional personnel selected by the University for the Produced Segments and for any modifications to the Curriculum required by the online delivery mechanism. The University shall require such University faculty and other instructional personnel to attend production meetings with 2U production personnel at 2U's production facility as agreed by the Parties upon reasonable advance notice to the University, provided that such production meetings do not impose an undue burden on the University or such University faculty members or other instructional personnel. Unless otherwise agreed in writing by the Parties, the University shall be solely responsible for the expense of such faculty, other instructional personnel, and other University staff. Each Produced Segment shall conform to the University's design and be subject to the University's review and written approval prior to any distribution or other release thereof. Each course approved by the University shall be released for distribution on the Schedule I Platform as such course is approved.

3.6 Program Delivery, Development and Support.

- (a) 2U's Services and Responsibilities. 2U shall provide consulting assistance for the University's development of the instructional content of each Program, and for its efforts to hire, train, and support its faculty who deliver such instruction. 2U shall provide such services as the University may reasonably require to maintain records and communications regarding academic performance. 2U shall provide training and technical support to University faculty and other instructional personnel with respect to the use of the Schedule I Platform.
- (b) University's Responsibilities. Each course that comprises Produced Segments shall be taught exclusively by University faculty and other instructional personnel selected by the University. The University shall be responsible for the creation of a training curriculum and shall be responsible for the hiring, training, support, management, and oversight of the work of University faculty and other instructional personnel, provided that 2U will provide consulting support to assist the University in such efforts, in the University's development of the instructional content of each Program, and in the University's efforts to hire, train, and support its faculty who will deliver instruction within each Program. For each Program, the University shall use reasonable efforts to maintain faculty availability, experience, quality, and student to faculty ratios similar to

those of competitive programs. The University shall provide 2U with reasonable access to relevant information pertaining to both classroom-based and Program Students' admissions, academic performance, Program satisfaction, and post-graduation outcomes, as well as relevant information pertaining to relevant faculty and staff, to the extent permitted by and subject to the requirements of FERPA and such other Laws and Regulations as may pertain. The University shall identify the Curriculum Materials to be used within a Program reasonably in advance of each Academic Term.

- (c) Immersions.
 - (i) 2U's Services and Responsibilities. If the University requires Program Students to participate in Immersions, 2U shall use reasonable efforts to help the University plan Immersions, including establishing locations and other logistics necessary to conduct and implement the Immersions.
 - (ii) University's Responsibilities. The University may require Program Students to participate in Immersions. Subject to Section 3.6(c)(i) above, the University shall establish locations and other logistics necessary to conduct and implement the Immersions. The University shall be responsible for all expenses relating to the Immersions (including all associated facility costs and time and expenses (including travel, room and board) of University faculty, staff or other instructors), but excluding time and expenses (including travel, room and board) of all 2U personnel relating to Immersions.

3.7 Technology.

- (a) 2U's Services and Responsibilities. 2U has built, and shall maintain, periodically revise, and host the Schedule I Platform. 2U shall use reasonable efforts to integrate tested new technologies and insights into a Program and the Schedule I Platform.
 - (i) Specifications and Service Levels. The Schedule I Platform will be accessible through the World Wide Web, and the specifications and performance standards for the Schedule I Platform and its related service level agreement ("SLA") is set forth online at: <https://secure-legaldocs.2u.com/documents/sla>. 2U may modify the SLA at any time, provided that 2U may not modify the SLA in any manner that materially diminishes the service levels that were in effect immediately prior to any such modification(s). 2U's failure

to meet the service levels provided in the SLA shall constitute a breach of each applicable Schedule I Addendum.

- (ii) Content Portability. At the University's written request (email acceptable), 2U shall provide an electronic copy of all video files and PowerPoint documents contained within the applicable Produced Segments to the University. To the extent 2U created any other unique portable content for the University, upon written request (email acceptable), 2U shall provide such other portable content to the University. All portable content shall be provided within a reasonable time as mutually agreed by the Parties.
- (b) Use of Technology by University Students who are not Program Students. 2U acknowledges the University's interest in permitting on-campus students to take individual Program courses online in either synchronous or asynchronous formats. The Parties shall use good faith efforts to utilize the FSDGD Services (or portions thereof) and/or the Schedule I Platform in this regard.

3.8 Program and Student Evaluation.

- (a) 2U's Services and Responsibilities. 2U shall gather ongoing data of Program Students to assist with overall Program evaluation, including student satisfaction with a Program, evaluation of instructors, and such other matters in such form and at such frequency as the University may reasonably require. 2U shall share such University Data frequently (as agreed upon by the Parties) to help drive ongoing improvement.
- (b) University's Responsibilities. The University shall gather ongoing data of Program Students to assist with overall Program evaluation, including student satisfaction with a Program, evaluation of instructors, grade data, and such other matters in such form and at such frequency as agreed upon by the Parties. The University shall share such University Data frequently (as agreed upon by the Parties) to help drive ongoing improvement.

3.9 Information Sharing.

- (a) 2U's Services and Responsibilities. 2U will provide the following information to the University via electronic access, updated daily: (i) the number of prospective Program Students contacting 2U as of that date during the month; (ii) the number of non-completed applications in the process of completion as of that date during the month; (iii) the number of completed applications sent, delivered, or otherwise transmitted to the University as of that date during the month; and (iv) such other

information as may be mutually agreed upon by the Parties from time to time.

- (b) University's Responsibilities. University will provide or cause to be provided on a daily basis the following University Data to 2U via electronic access: (i) information about Program Students, which will include University identification number, name, address, University email address, and any activity restrictions (e.g., holds on newly admitted and registered Program Students); (ii) Program faculty and administrator information, which will include basic information regarding each Schedule I Platform user and his or her role; (iii) Program course information, which will include information regarding Program Student registrations for courses and sections, section numbers, professors, and related information; and (iv) such other information as may be mutually agreed upon by the Parties from time to time.

4. FINANCIAL TERMS; REPORTS AND PAYMENT.

4.1 Financial Terms.

- (a) Program Proceeds: Tuition and Non-Tuition Fees.
- (i) The University shall have the sole authority to set tuition and non-tuition fees for each Program, provided that tuition for Program Students shall be no less than the tuition charged for on-campus students enrolled in comparable degree programs at the University and shall be set annually in a manner consistent with the process for setting such tuition for on-campus students at the University. Except as set forth below in Section 4.1(a)(ii), tuition, non-tuition fees, and other charges for Program Students shall be no less than those for on-campus students, provided the University may, consistent with the terms of any Schedule I Addendum, impose additional fees or charges for activities only available to Program Students.
- (ii) Fees for specific activities (e.g., a charge for an on-campus gymnasium or campus health services) will not be imposed on Program Students who cannot reasonably benefit from the related services that appropriately apply only to on-campus students. The University shall not institute any non-tuition fees as a substitute for a tuition increase and shall use non-tuition fees only in a manner for which they are approved by the Board of Governors.

- (iii) The University shall be solely responsible for (A) compliance with any obligation to collect and remit all applicable GST with respect to Program Proceeds and (B) compliance with any obligation to file forms, returns, or reports with respect to such GST.
- (iv) The University represents and warrants that as of the Effective Date, the only non-tuition fee chargeable by the University to Schedule I Participants is the University's "per-credit fee for distance programs" in the amount of twenty-three dollars and eighty-four cents (\$23.84 USD) per credit.

4.2 Reports and Payment.

- (a) For each course within a Program, the University will provide to 2U the following reports on or before the twentieth (20th) Day after the commencement of each semester, term or like time period ("Academic Term"): (i) a listing for such Academic Term, through the final add/drop date for such Academic Term, of: (A) the Program Students who enrolled in or dropped from each course in the Program, including a course listing for the enrolled Program Students, (B) the Program Proceeds charged by type of charge for each Program Student, (C) the Program Proceeds collected by type of charge for each Program Student, and (D) a calculation of the payments to be made to 2U based on the percentage of Net Program Proceeds to be paid 2U; and (ii) a reconciliation of the foregoing described report against actual Program Proceeds during the most recently completed Academic Term.
- (b) Concurrently with the delivery of each report required by paragraph 4.2(a) above, the University will pay to 2U the payment due to 2U for the subject Academic Term adjusted based on the reports of Section 4.2(a) by electronic transfer of funds to such bank account as 2U may direct by Notice to the University. 2U will provide such Notice no later than seven (7) Days prior to the scheduled date for such electronic transfer.
- (c) Any payment by 2U to the University to make up any post-Academic Term adjustment will be paid within twenty (20) Days after 2U's receipt of the applicable report.
- (d) No less than ten (10) Days and no more than twenty (20) Days prior to the end of each calendar quarter, the University will provide to 2U an accounts receivables report that lists, by Academic Term, any Write-Offs since the most recent accounts receivables report, and all uncollected amounts from Program Students for each such Academic Term.
- (e) A final payment of amounts due from either Party to the other pursuant to this Section 4.2 will be made within twenty (20) Days after the termination or expiration of the applicable Schedule I Addendum.
- (f) The University shall have the right to make Write-Offs of amounts charged to Program Students within any Academic Term for a period of up to three (3) years after the commencement of each such Academic Term.

4.3 2U Employee Benefit. 2U employees who are academically qualified to attend a Program shall be eligible for the same discounts available to University employees. Should University employees' immediate family members attending a Program be eligible for discounts, so shall 2U employees' immediate family members.

5. TERM AND TERMINATION.

5.1 Terms. The term of this Schedule I will commence on the Effective Date and will remain in force as long as any Schedule I Addendum is in effect. Each Program Term of any Program launched as set forth in any Schedule I Addendum shall commence on the Schedule I Addendum Effective Date and will continue for ten (10) years from the applicable Program Launch Date. Should the Program Term of any Schedule I Addendum end after the Drop/Add Date set by the University Registrar in any given Academic Term, such Program Term shall extend to the end of that Academic Term. Should the Parties wish to extend a Schedule I Addendum beyond the initial ten (10) year term, they may do so only by mutual written agreement. At any time prior to eighteen (18) months before the expiration of any Program Term (including any renewal term, as applicable) of any Schedule I Addendum, the University may provide Notice of renewal to 2U stating the requested time period that the applicable Schedule I Addendum shall renew, and if 2U accepts such request within twenty (20) Days of receipt, such Schedule I Addendum shall renew for the time period stated in the Notice. The University's failure to provide a renewal Notice for any Schedule I Addendum prior to eighteen (18) months before the expiration of any Program Term shall be deemed the University's Notice of non-renewal of that Program. 2U's failure to reject the University's renewal request for any Schedule I Addendum within twenty (20) Days of the University's renewal Notice shall be deemed 2U's acceptance of the University's request to renew the Schedule I Addendum.

5.2 Termination of Schedule I or a Schedule I Addendum. A Party may terminate Schedule I or any particular Schedule I Addendum pursuant to Section 25 of the Master Terms. Schedule I may only be terminated if all Schedule I Addenda are terminated.

6. EFFECT OF TERMINATION OF A SCHEDULE I ADDENDUM. Notwithstanding any other provision contained herein, after any termination or expiration of any Schedule I Addendum:

6.1 Other than in connection with the development and implementation of a Transition Plan as described in the Master Terms, each Party will cease all use of the other Party's intellectual property in connection with the terminated Program, and 2U will surrender to the University all Work Product and any reproductions thereof related to the terminated Program, except that a copy may be maintained solely for archival purposes and shall not be distributed.

6.2 If any Schedule I Addendum is terminated by the University pursuant to Section 25.2, 25.3, 25.6, 25.7, 25.8, or 25.10 of the Master Terms, no Teach Out Fee shall be due and owing to 2U. Should any Schedule I Addendum expire or be terminated by the University for any other reason, or if 2U terminates a Schedule I Addendum pursuant to Section 25.8 of the Master Terms, the University shall pay to 2U the Teach Out Fee attributable solely to Program Students

who (a) were Program Students prior to the effective date of such termination/expiration and who continue participating in the applicable Program or any successor or derivative online program during the Teach Out Period, (b) were prospects (as defined in 2U's database) who requested information about the applicable Program prior to the effective date of such termination/expiration and who subsequently become Program Students or enroll in any successor or derivative online program during the Teach Out Period, and (c) all Program Students to whom 2U provides FSDGD Services during the Teach Out Period as requested by the University (together, (a), (b), and (c) comprise the "Teach Out Students"). The "Teach Out Fee" shall be the then-current percentage of Net Program Proceeds that 2U was entitled to receive from the University as of the effective date of termination of the terminated Schedule I Addendum pursuant to Table 4.2; however, with respect to any Teach Out Fee, 2U shall only be entitled to receive its share of the Net Program Proceeds attributable to Teach Out Students during the applicable Teach Out Period. (For example, if the Parties Launch four (4) Programs (A, B, C, and D) by January 15, 2022, and the University terminates the Schedule I Addendum for Program C on January 15, 2022, other than pursuant to Section 25.2, 25.3, 25.6, 25.7, 25.8, or 25.10 of the Master Terms, then the University shall pay to 2U fifty-nine percent (59%) of the Net Program Proceeds attributable to Teach Out Students from Program C through January 14, 2024.)

6.3 The Parties will allow each Program Student using the Schedule I Platform to complete all individual courses in a Program that such Program Student has actually commenced prior to the termination of the applicable Schedule I Addendum (except to the extent that such student is expelled by the University). During the Teach Out Period, 2U will continue to provide the FSDGD Services to any Program Student(s) (including use of the Schedule I Platform) at the University's direction, subject to the terms and conditions of each applicable Schedule I Addendum. For the avoidance of doubt, the University shall continue to pay to 2U its share of Net Program Proceeds in accordance with Section 4 of this Schedule I and the applicable Schedule I Addendum for Services provided under this Section 6.3.

6.4 Any provision of this Schedule I that must survive in order to give proper effect to its intent, and all other provisions of this Schedule I that are expressly stated to survive for a period after termination, will survive termination or expiration of any Schedule I Addendum, and all provisions of this Schedule I that are expressly stated to survive for a period ending on or after any Teach Out Period will survive in respect of any applicable Teach Out Period as described herein.

6.5 Termination or expiration of any Schedule I Addendum will not prejudice any Party's rights to any sums due or accrued under such Schedule I Addendum prior to such termination or expiration and will not prejudice any cause of action or claim of each Party accrued or to accrue on account of any breach or default by the other Party.

7. MONITORING, TESTING AND REVIEWS.

7.1 Program Monitoring.

- (a) 2U's FSDGD Services and Responsibilities.
 - (i) 2U will (A) measure, monitor, and track the performance of its services, obligations, and Schedule I Platform; and compare such performance to the SLA and other specifications and standards provided for in this Schedule I, (B) detect and promptly cure deficiencies, and (C) report such deficiencies and cures to the University 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 will include providing the University 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 University, and at such other times as the University may reasonably request, 2U will provide reasonable, mutually acceptable, written certifications as to 2U's compliance with applicable Laws and Regulations, the SLA, and other specifications and standards provided for in this Schedule I, and such other matters as may be reasonably requested by the University. For the avoidance of doubt, such written certifications will include any sub-certifications reasonably required by the University to enable the University to provide its own written certifications to any Program Students, graduates, or regulators as required by applicable Laws and Regulations or contract.
- (b) University's Responsibilities.
 - (i) The University will consult with 2U prior to agreeing to provide certifications with regard to a Program that will require a 2U sub-certification.
 - (ii) Upon the University's request, 2U will permit the University's authorized representatives and auditors to visit with the appropriate personnel at 2U, and will provide the University with access to or copies of applicable 2U records, including testing results (whether conducted by 2U or a third party), records applicable to 2U's operations and related to its fulfillment of its services and obligations hereunder, and any other records required to be delivered by 2U pursuant to this Schedule I, in each case in

order to conduct reviews. At the University'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 University agrees that reviews will be completed at 2U's facilities upon reasonable advance notice during regular business hours. The Parties will cooperate in good faith to minimize the disruption associated with 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 will occur in a manner that ensures that the confidentiality and integrity of such information is maintained.

7.2 Reviews.

- (a) 2U's FSDGD Services and Responsibilities.
 - (i) If 2U receives a request or demand requesting a review from a Program Student, a graduate of a Program, or a regulator in regard to the University, 2U will notify the University promptly, and 2U will work with the University (and, as appropriate, such Program Student, graduate, or regulator) in conducting and responding to any such request for a review, provided that 2U will not be required to provide a review to a third party, except as required by Laws and Regulations.
 - (ii) 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 7, of a deficiency in meeting any service level or other specification or standard in the performance of any service or obligation under this Schedule I, then 2U will promptly, at its expense (A) perform an analysis to identify the cause of any such failure or deficiency, (B) provide the University with a report identifying the cause of such failure or deficiency and describe 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 University, meet with the University (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 University that such failure or deficiency has been cured.

- (b) University's Responsibilities. The University shall, upon 2U's reasonable request, advise and consult with 2U as to the sufficiency of the Schedule I Platform for use for a Program. The University shall make available to 2U, upon 2U's reasonable request, the appropriate University personnel to participate with 2U in the testing of the Schedule I Platform.

SCHEDULE II
TERMS AND CONDITIONS FOR BOOTCAMPS

THIS SCHEDULE II IS APPENDED TO THE MASTER TERMS AND CONTAINS TERMS AND CONDITIONS THAT APPLY TO BOOTCAMPS, IN ADDITION TO THE MASTER TERMS, UNLESS EXPLICITLY MODIFIED BY ANY SCHEDULE II ADDENDUM.

1. **DEFINITIONS.** All capitalized terms used but not defined herein shall have the meaning given to them in the Master Terms. The following additional terms shall bear the following meanings hereunder and in any Schedule II Addendum:

1.1 **Bootcamp** means a non-credit, intensive, non-degree education program of approximately sixty (60) to one hundred twenty (120) Days in duration, offered in synchronous live or a variety of digital formats, with content developed, owned, or licensed by 2U, which the Parties agree to operate pursuant to a Schedule II Addendum.

1.2 **Bootcamp Participant** means any person participating in or who has enrolled in a Bootcamp delivered under any Schedule II Addendum.

1.3 **Bootcamp Revenue** means all enrollment fees and any other amounts required from Bootcamp Participants that are collected by either Party.

1.4 **Cohort** means a scheduled running of a Bootcamp for a group of Bootcamp Participants who begin a Bootcamp section at the same time and with the same instructor.

1.5 **Net Bootcamp Revenue** means Bootcamp Revenue recognized, less (a) all applicable GST required to be remitted to the taxing authority (but only to the extent included in Bootcamp Revenue), (b) cost of space to host an in-person Bootcamp (to the extent paid for by 2U), (c) costs incurred in providing disability accommodations required for Bootcamp Participants (provided that, for the avoidance of doubt, such costs shall specifically exclude all costs associated with 2U's obligation to make the Schedule II Platform compliant with Section 17.2 of the Master Terms), (d) all credit card, merchant, and other fees payable to any payment processor associated with amounts received by 2U or the University from Bootcamp Participants, and (e) amounts actually refunded in accordance with a Bootcamp's published refund policy or as otherwise mutually agreed in writing by the Parties.

1.6 **Schedule II Addendum** means any Addendum attached hereto outlining the terms and conditions related to specific Bootcamps that will be offered hereunder as mutually agreed by the Parties.

1.7 **Schedule II Platform** means 2U's proprietary learning management system that hosts a Bootcamp, that serves as a digital communication portal for Bootcamp Participants and Bootcamp faculty and staff that enables Bootcamp delivery, and such other functions as are mutually agreed by the Parties.

2. 2U'S OBLIGATIONS.

2.1 2U will be responsible for generating all enrollments for a Bootcamp and will manage Bootcamp Participant enrollment; however, the University will support enrollment efforts as set forth in Section 3.1 below.

2.2 2U will be responsible for marketing a Bootcamp (in accordance with Section 19 of the Master Terms and any Schedule II Addendum), which may include the use of the Brands. 2U agrees that any use of the Brands, including without limitation any use of the Brands in the name or marketing of a Bootcamp, will be subject to Section 19 (Branding, Marketing Materials, and Marketing Activities) of the Master Terms.

- (a) Bootcamps will be marketed as a University offering "powered by Trilogy Education Services, a 2U, Inc. brand" or other acknowledgement as to 2U's role as mutually agreed by the Parties in writing.

2.3 2U will select and hire instructors for all Bootcamps. All instructors shall be presented to the University for approval, as instructors are subject to the University's approval for any teaching, in any format, in any 2U program bearing a Brand. 2U shall solely determine all Bootcamp instructor employment terms, including remuneration. Instructors shall be hired "at will" by 2U and are subject to evaluation by the University for any teaching, in any format, in any Bootcamp bearing the University's name. The University may reject the use of any particular instructor at any time in its sole reasonable discretion and at all times in accordance with Laws and Regulations, and 2U shall find an appropriate substitute for that instructor if needed to finish a Cohort. For the avoidance of doubt, the Parties understand and agree that instructors are not employees of the University, but rather are employees of 2U as described in this Section 2.3 and in Section 16 (Personnel) of the Master Terms.

2.4 2U will provide support and placement services for Bootcamp Participants.

2.5 2U shall provide technical support (e.g., via email and telephone helpdesk) to Bootcamp Participants and the University in relation to their use of the Schedule II Platform in accordance with 2U's Schedule II Platform Service Level Agreement (defined below).

2.6 The Parties will work to develop a process on when and how to address and/or escalate issues arising from or in relation to a Bootcamp, including, but not limited to, issues raised by a Bootcamp Participant (e.g., a Bootcamp Participant is struggling academically, a Bootcamp Participant raises mental or financial health concerns, someone identifies a violation of Policies and Procedures, material unresolved Bootcamp Participant complaints, etc.).

2.7 2U shall provide or make available to the University regular reporting on the performance of a Bootcamp, as reasonably requested by the University. Such reporting may include, but is not necessarily limited to, aggregate Bootcamp Participant demographic information, classroom analytics, aggregate Bootcamp Participant analytics, updates from 2U on marketing and enrollment progress, de-identified Bootcamp Participant evaluations, Bootcamp

Participant completion data, Bootcamp Participant Personal Information, and enrollment agreements between 2U and Bootcamp Participants.

2.8 Designate as a Key Position a person to be the primary contact for Schedule II and all Schedule II Addenda.

2.9 Ensure that all Bootcamp Participants agree to follow all Policies and Procedures reasonably applicable to them.

2.10 In advance of executing a Bootcamp Addendum, determine if such Bootcamp violates Laws and Regulations.

3. THE UNIVERSITY'S OBLIGATIONS.

3.1 The University will market Bootcamps through Digital and Lifelong Learning according to the University's standard practices for similar non-credit programs, including in its website, press releases, email blasts, social media posts and announcements to introduce the Bootcamps and help create awareness. In connection therewith, the University shall make its Brands available pursuant to Section 19.1 of the Master Terms and Section 2.2 above to 2U for marketing Bootcamps. In addition, a specific list of marketing support activities will be agreed between the Parties (e.g., listing the Bootcamps on the University's Facebook page, etc.). 2U's other marketing efforts (e.g., social media, search engine optimization print/radio ads, etc.) that incur out of pocket costs will be managed/assumed by 2U.

3.2 The University agrees that Personal Information of prospective Bootcamp Participants that are received by the University directly from the University's website or through other means will be shared with 2U by secure means as soon as reasonably practicable for follow-up and/or processing, so that all enrollments can be managed by 2U regardless of origin. If mandated by Data Protection Laws, the University is responsible for obtaining any applicable required consents from prospective Bootcamp Participants who provide Personal Information directly to the University before sharing said Personal Information with 2U.

3.3 For any space provided by the University for a Bootcamp, the University shall charge to 2U the cost that the University charges to its internal units for such space.

3.4 The University will periodically convene its employees to review Bootcamp curriculum and recommend curriculum edits, updates, and other changes to 2U.

4. JOINT OBLIGATIONS OF THE PARTIES.

4.1 Provided that sufficient demand exists, the Parties will launch no fewer than three (3) Cohort starts per year during the Term for each Bootcamp offered pursuant to any Schedule II Addendum.

4.2 2U may choose to offer financial support, by mutual agreement with the University, in the form of loans, scholarships, and/or discounts to potential and actual Bootcamp Participants. For the avoidance of doubt, no Bootcamp Participant shall be eligible for student financial aid under Title IV of the Higher Education Act of 1965, as amended.

4.3 The initial price point for a Bootcamp will be determined by mutual agreement between the Parties in writing and set forth in a Schedule II Addendum prior to opening enrollment for any Cohort. Any modification to such price point shall be agreed in writing by the Parties (email acceptable).

4.4 The University will award a certificate of completion in a form previously approved in writing (email acceptable) by the University featuring the agreed Bootcamp title and the University's name and mark, to Bootcamp Participants who meet the agreed requirements for successful Bootcamp completion. 2U shall produce, issue, and deliver said certificates of completion to successful Bootcamp Participants on the University's behalf.

5. REVENUE SHARE AND PAYMENT TERMS.

5.1 Except where the University is required by Laws and Regulations or by any third party to collect Bootcamp Revenue (e.g., in accordance with certain loans), 2U shall collect Bootcamp Revenue, and all related invoices will be issued in 2U's or its Affiliate's name. Where the University is so required to collect Bootcamp Revenue, the University shall collect such Bootcamp Revenue ("University Bootcamp Collections"), and the invoices to such Bootcamp Participants will be issued in the University's or its nominee's name as agent for 2U. Bootcamp Revenue for each Cohort shall include GST or any other applicable Taxes, and with respect to University Bootcamp Collections, 2U shall identify and notify the University of the GST and other applicable Taxes to be collected applicable to such Bootcamp Revenue. The University shall promptly remit to 2U all University Bootcamp Collections within twenty (20) Days of collection.

5.2 2U acknowledges that it is the Party making any sale to Bootcamp Participants of goods and services with respect to the Bootcamp, and covenants that it shall be solely responsible for (a) compliance with any applicable obligation to collect (except where the University collects University Bootcamp Collections as agent for 2U) and remit all GST and other applicable Taxes with respect to University Bootcamp Collections, whether levied by 2U's or the University's country of Tax residence or incorporation, by a Bootcamp Participant's country of Tax residence, or by the place of the supply of the applicable goods and services, and (b) compliance with any applicable obligation to file forms, returns, or reports with respect to such GST other applicable Taxes, and shall act as principal for purposes of GST and other applicable Taxes. Any refund, rebate, repayment of any previously paid or other GST and other applicable Tax savings shall be considered Bootcamp Revenue and shall be shared by the Parties proportionally to each Party's Net Bootcamp Revenue share.

5.4 2U shall generate a Net Bootcamp Revenue Report ("NBRR") at the end of each calendar quarter that will include sufficient detail regarding the calculation of Net Bootcamp Revenue and the University Bootcamp Revenue Portion, including, but not necessarily limited to: (a) quarterly Cohort enrollments; (b) Bootcamp Revenue recognized; (c) costs deducted from Bootcamp Revenue to reach Net Bootcamp Revenue; and (d) University Bootcamp Collections. 2U shall transmit said NBRR to the University no later than thirty-two (32) Days after the end of the calendar quarter. The Parties shall mutually agree on the form and content of the quarterly NBRR.

5.5 The University shall have twenty (20) Days after receipt of the NBRR to review and provide questions and/or comments in writing to 2U (email acceptable). In the event that the University has not provided questions and/or comments to 2U within twenty (20) Days after its receipt of the NBRR, the NBRR will be deemed agreed upon and final. The Parties agree to work together to troubleshoot reconciliation issues and to ensure this timeline is met.

5.6 2U shall pay the University Bootcamp Revenue Portion to the University no later than twenty (20) Days after the date the Parties agree upon the calculation and the amount to be paid to the University.

6. **GOVERNANCE AND RELATIONSHIP OF THE PARTIES.** The Parties shall meet at least every six (6) months to discuss Bootcamps in detail, including but not limited to, marketing, operations, finances, technology, and evaluations ("Planning Meeting"). During a Planning Meeting, the Parties will (a) jointly develop a written plan for Bootcamps to be offered under this Schedule II and any Schedule II Addenda ("Bootcamp Plan"), (b) review and update Schedule II Addenda as needed, and (c) undertake additional activities as mutually agreed by the Parties. A Bootcamp Plan may be amended at any time by prior express mutual written agreement of the Parties.

7. **SCHEDULE II PLATFORM SERVICE LEVEL AGREEMENT.** The Schedule II Platform will be accessible through the World Wide Web, and 2U shall meet the specifications and performance standards for the Schedule II Platform and its related service level agreement ("Schedule II SLA") as set forth online at: <https://secure-legaldocs.2u.com/documents/bootcampsla>. 2U may not modify this Schedule II SLA in any manner that materially diminishes the service levels that were in effect immediately prior to any such modification(s).

8. **MONITORING, TESTING AND REVIEWS.**

8.1 **Schedule II Platform Monitoring.**

(a) 2U's Schedule II Platform Responsibilities.

- (i) 2U will (A) measure, monitor and track the performance of its services, obligations, and Schedule II Platform as relating to any Bootcamp offered by the Parties pursuant to this Schedule II; and compare such performance to the Schedule II SLA and other specifications and standards provided for in this Schedule II as

relating to any Bootcamp offered by the Parties pursuant to this Schedule II, (B) detect and promptly cure deficiencies as relating to any Bootcamp offered by the Parties pursuant to this Schedule II and (C) report such deficiencies and cures to the University 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 will include providing the University 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 University, and at such other times as the University may reasonably request, 2U will provide reasonable, mutually acceptable, written certifications as to 2U's compliance with applicable Laws and Regulations, the Schedule II SLA and other specifications and standards provided for in this Schedule II as relating to any Bootcamp offered by the Parties pursuant to this Schedule II, and such other matters as may be reasonably requested by the University. For the avoidance of doubt, such written certifications will include any sub-certifications reasonably required by the University to enable the University to provide its own written certifications to any students, graduates or regulators as required by applicable Laws and Regulations or contract.

(b) University's Responsibilities.

- (i) The University will consult with 2U prior to agreeing to provide certifications with regard to a Bootcamp offered by the Parties pursuant to this Schedule II that will require a 2U sub-certification.
- (ii) Upon the University's request, 2U will permit the University's authorized representatives and auditors to visit with the appropriate personnel at 2U, and will provide the University with access to or copies of applicable 2U records, including testing results (whether conducted by 2U or a third-party), records applicable to its fulfillment of its services and obligations hereunder, and any other records required to be delivered by 2U pursuant to this Schedule II, in each case in order to conduct reviews. At the University's reasonable request and expense, reviews relating to any Bootcamp offered by the Parties pursuant to this Schedule II 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 University agrees that reviews will be completed at 2U's facilities upon reasonable advance notice during regular business hours. The Parties will cooperate in good faith to minimize the disruption associated with 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 will occur in a manner that ensures that the confidentiality and integrity of such information is maintained.

8.2 **Reviews.**

(a) **2U's Review Services and Responsibilities.**

- (i) If 2U receives a request or demand for a review from a Bootcamp Participant, a Bootcamp past-Participant, or a regulator in regard to any Bootcamp offered by the Parties pursuant to this Schedule II, 2U will notify the University promptly, and 2U will work with the University (and, as appropriate, such Bootcamp Participant, Bootcamp past-Participant, or regulator) in conducting and responding to any such request for a review, provided that 2U will not be required to provide a review to a third party, except as required by Laws and Regulations.
- (ii) 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 8, of a deficiency in meeting any service level or other specification or standard in the performance of any service or obligation under this Schedule II relating to any Bootcamp offered by the Parties pursuant to this Schedule II, then 2U will promptly, at its expense (A) perform an analysis to identify the cause of any such failure or deficiency, (B) provide the University with a report identifying the cause of such failure or deficiency and describe 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 University, meet with the University (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 University that such failure or deficiency has been cured.

- (b) University's Responsibilities. The University shall, upon 2U's reasonable request, advise and consult with 2U as to the sufficiency of the Schedule II Platform. The University shall make available to 2U, upon 2U's reasonable request, the appropriate University personnel to participate with 2U in the testing of the Schedule II Platform.

9. TERM AND TERMINATION. The term of Schedule II shall be from the Effective Date of the Master Terms until the ten (10) year anniversary thereof. No Schedule II Addenda shall have a term extending beyond the Term of the Master Terms. The University may terminate this Schedule II in its entirety or any particular Schedule II Addendum for any reason identified in Section 25 of the Master Terms. The Parties may, by mutual written agreement, terminate Schedule II and/or any Schedule II Addendum.

10. EFFECT OF TERMINATION.

10.1 In the event that this Schedule II or any Schedule II Addendum is terminated as provided hereunder for any reason other than the University's breach and failure to cure, if any Bootcamp provided pursuant to a Schedule II Addendum halts operations in the middle of a Cohort term such that the Bootcamp Participants are unable to complete the course of study, 2U shall refund those Bootcamp Participants who cannot complete the Bootcamp due to termination. Notwithstanding the foregoing, the Parties agree to use reasonable efforts to ensure that all enrolled Bootcamp Participants are able to complete their course of study.

10.2 After any termination or expiration of Schedule II or any Schedule II Addendum:

- (a) Each Party will cease all use of the other Party's intellectual property in connection with the termination of Schedule II or any Schedule II Addendum.
- (b) Termination of Schedule II or any Schedule II Addendum will not prejudice either Party's rights to any sums due or accrued prior to termination or expiration and will not prejudice any cause of action or claim of a Party accrued or to accrue on account of any breach or default by the other Party and such refund payments shall be accounted for in the next quarterly NBRR, and made as part of the next applicable payment to the Party owed or the final/reconciliation payment of the applicable Schedule II Addendum, as appropriate.

11. PARTICIPANT COMPLIANCE. Should any Bootcamp Participant fail to comply with applicable Policies and Procedures, the University reserves the right to dismiss such Bootcamp Participant from the Bootcamp prior to such Bootcamp Participant's completion of the Bootcamp following reasonable consultation with 2U. If a Bootcamp Participant is dismissed from the Bootcamp, said Bootcamp Participant will not receive a certificate of completion awarded by the University.

Bootcamp Appendix to Schedule II

(running list of all Bootcamps offered by the Parties under the Agreement as of _____)

- 1) Schedule II, Addendum No. 1 - The Coding Boot Camp at UNC-Chapel Hill**
- 2) Schedule II, Addendum No. 2 - The Data Analytics Boot Camp at UNC-Chapel Hill**
- 3) Schedule II, Addendum No. 3 – The Digital Marketing Boot Camp at UNC-Chapel Hill**
- 4) Schedule II, Addendum No. 4 – The Technology Project Management Boot Camp at UNC-Chapel Hill**

Schedule II Addendum No. 1
The Coding Boot Camp at UNC-Chapel Hill (the "Program")

As described in Section 4.2(b) of the Master Terms between the Parties dated November 19, 2020, this Schedule II Addendum No. 1 (this "Schedule II Addendum No. 1") has an effective date of November 19, 2020 (the "Schedule II Addendum No. 1 Effective Date") and represents the agreement of the Parties for the offering of the Program pursuant to the terms and conditions of the Agreement between the Parties.

Program Details.

1. Program Name: The Coding Boot Camp at UNC-Chapel Hill
2. Program Description: A program that combines front-end and back-end web development, as well as big-picture training to Bootcamp Participants. The rigorous and fast-paced Program covers both theory and application and exposes Bootcamp Participants to both individual and group-based challenges in order to teach the importance of teamwork. Areas of focus include browser-based technology, databases, server-side deployment, quality assurance, and testing, and more.
3. Certificate of Completion Program Name: The Coding Boot Camp at UNC
4. Initiation of Marketing Date: Already commenced
5. Target Date of First Class: Already commenced
6. Number of Cohorts Per Calendar Year: Provided that sufficient demand exists, the Parties shall launch no fewer than three (3) Cohort starts per year. The initial launch plan is quarterly.
7. Program Tuition and Fees: \$11,495.00 USD

IN WITNESS WHEREOF, the Parties have executed this Schedule II Addendum No. 1 as of the Schedule II Addendum No. 1 Effective Date.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

Nathan Knuffman
Interim Vice Chancellor for Finance and Operations
Date: 11/19/2020

Acknowledged and agreed:

Todd Nicplet
Vice Provost for Digital and Lifelong Learning
Date: 11/19/2020

2U, INC.

By: Christopher J Paucek
Title: Co-Founder & CEO
Date: NOV 19, 2020

Schedule II Addendum No. 2
The Data Analytics Boot Camp at UNC-Chapel Hill (the "Program")

As described in Section 4.2(b) of the Master Terms between the Parties dated November 19, 2020 this Schedule II Addendum No. 2 (this "Schedule II Addendum No. 2") has an effective date of November 19, 2020 (the "Schedule II Addendum No. 2 Effective Date") and represents the agreement of the Parties for the offering of the Program pursuant to the terms and conditions of the Agreement between the Parties.

Program Details.

1. Program Name: The Data Analytics Boot Camp at UNC-Chapel Hill
2. Program Description: A program in which Bootcamp Participants are trained on a broad set of tools relevant to the works of modern analysts and data scientists. Throughout the Program, Bootcamp Participants master skills relevant to the full spectrum of relevant tasks including data mining, cleansing, exploration, storage, analysis, modeling, and visualization. The Program is hands-on and focused on Bootcamp Participants' development of technical mastery across an assortment of technologies.
3. Certificate of Completion Program Name: The Data Analytics Boot Camp at UNC
4. Initiation of Marketing Date: Already commenced
5. Target Date of First Class: Already commenced
6. Number of Cohorts Per Calendar Year: Provided that sufficient demand exists, the Parties shall launch no fewer than three (3) Cohort starts per year. The initial launch plan is quarterly.
7. Program Tuition and Fees: \$12,245.00 USD

IN WITNESS WHEREOF, the Parties have executed this Schedule II Addendum No. 2 as of the Schedule II Addendum No. 2 Effective Date.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

Nathan Knuffman
Interim Vice Chancellor for Finance and Operations
Date: 11/19/2020

Acknowledged and agreed:

Lodd Nicolet
Vice Provost for Digital and Lifelong Learning
Date: 11/19/2020

2U, INC.

By: Christopher J Paucek
Title: Co-Founder & CEO
Date: Nov 19, 2020

Schedule II Addendum No. 3
The Digital Marketing Boot Camp at UNC-Chapel Hill (the "Program")

As described in Section 4.2(b) of the Master Terms between the Parties dated November 19, 2020 this Schedule II Addendum No. 3 (this "Schedule II Addendum No. 3") has an effective date of November 19, 2020 (the "Schedule II Addendum No. 3 Effective Date") and represents the agreement of the Parties for the offering of the Program pursuant to the terms and conditions of the Agreement between the Parties.

Program Details.

1. Program Name: The Digital Marketing Boot Camp at UNC-Chapel Hill
2. Program Description: A program that provides the fundamental knowledge, skills, and abilities needed for the modern marketer in the digital era. This Program will introduce Bootcamp Participants to topics from the basics of marketing to deep dives on today's digital channels. Bootcamp Participants will combine theory with practical applications in areas like lead generation, pay-per-click advertising, social media marketing, SEO, and A/B testing.
3. Certificate of Completion Program Name: The Digital Marketing Boot Camp at UNC
4. Initiation of Marketing Date: Already commenced
5. Target Date of First Class: Already commenced
6. Number of Admissions Entry Points Each Calendar Year: Provided that sufficient demand exists, the Parties shall launch no fewer than three (3) Cohort starts per year. The initial launch plan is quarterly.
7. Program Tuition and Fees: \$8,745.00 USD

IN WITNESS WHEREOF, the Parties have executed this Schedule II Addendum No. 3 as of the Schedule II Addendum No. 3 Effective Date.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

Nathan Knuffman
Interim Vice Chancellor for Finance and Operations
Date: 11/19/2020

Acknowledged and agreed:

Todd Nicolle
Vice Provost for Digital and Lifelong Learning
Date: 11/19/2020

ZU, INC.

By: Christopher J Paucek
Title: Co-Founder & CEO
Date: Nov 19, 2020

Schedule II Addendum No. 4

The Technology Project Management Boot Camp at UNC-Chapel Hill (the "Program")

As described in Section 4.2(b) of the Master Terms between the Parties dated November 19, 2020 this Schedule II Addendum No. 4 (this "Schedule II Addendum No. 4") has an effective date of November 19, 2020 (the "Schedule II Addendum No. 4 Effective Date") and represents the agreement of the Parties for the offering of the Program pursuant to the terms and conditions of the Agreement between the Parties.

Program Details.

1. **Program Name:** The Technology Program Management Boot Camp at UNC-Chapel Hill
2. **Program Description:** A program that prepares Bootcamp Participants to effectively lead technology projects across a variety of industries. By the end of the Program, Bootcamp Participants will have developed in-demand technical, leadership, and business management skills. These skills will be applicable to the Professional Scrum Master™ Level I Certification, which can enhance desirability in today's job market. By the end of the Program, Bootcamp Participants will have a professional portfolio that highlights their unique competencies.
3. **Certificate of Completion Program Name:** The Technology Program Management Boot Camp at UNC
4. **Initiation of Marketing Date:** Already commenced
5. **Target Date of First Class:** January 21, 2021
6. **Number of Admissions Entry Points Each Calendar Year:** Provided that sufficient demand exists, the Parties shall launch no fewer than three (3) Cohort starts per year. The initial launch plan is quarterly.
7. **Program Tuition and Fees:** \$8,745.00 USD

IN WITNESS WHEREOF, the Parties have executed this Schedule II Addendum No. 4 as of the Schedule II Addendum No. 4 Effective Date.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

Nathan Knuffman
Interim Vice Chancellor for Finance and Operations
Date: 11/19/2020

Acknowledged and agreed:

Todd Nicolet
Vice Provost for Digital and Lifelong Learning
Date: 11/19/2020

2U, INC.

By: Christopher J Paucek
Title: Co-Founder & CEO
Date: NOV 19, 2020

SCHEDULE III

TERMS AND CONDITIONS FOR SHORT COURSES

THIS SCHEDULE III IS APPENDED TO THE MASTER TERMS AND CONTAINS TERMS AND CONDITIONS THAT APPLY TO SHORT COURSES, IN ADDITION TO THE MASTER TERMS, UNLESS EXPLICITLY MODIFIED BY ANY SCHEDULE III ADDENDUM.

1. **DEFINITIONS.** All capitalized terms used but not defined herein shall have the meaning given to them in the Master Terms. The following additional terms shall bear the following meanings hereunder and in any Schedule III Addendum:

1.1 **Course Convener** means a University faculty member or other University instructional personnel who is designated by the University as the Course Convener in the applicable Schedule III Addendum.

1.2 **Net Short Course Revenue or NSCR** means Short Course Fees minus (a) all applicable GST required to be remitted to the taxing authority (but only to the extent included in Short Course Fees, whether or not they are identified specifically as Taxes on a Participant's invoice); (b) amounts refunded to Short Course Participants; (c) amounts held over from Short Course Participant deferrals (until such time as the deferral ends); and (d) all credit card, merchant, and other fees payable to any payment processor associated with amounts received by 2U or the University from Short Course Participants.

1.3 **Presentation** means a scheduled running of a Short Course presented to Short Course Participants through the Schedule III Platform.

1.4 **Schedule III Addendum** means an Addendum to this Schedule III memorializing each Short Course to be executed by both Parties.

1.5 **Schedule III Platform** means the web-based learning environment developed and operated by 2U and used to perform applicable obligations and Services pursuant to this Schedule III, including delivering the Short Courses to Short Course Participants.

1.6 **Short Course** means a non-credit, open enrollment, educational offering that results in a University-branded Short Course Certificate after completion of approximately twenty (20) to sixty (60) Days of predominantly asynchronous courses of online instruction developed in conjunction with University faculty that relies in part on University Intellectual Property.

1.7 **Short Course Certificate** means a certificate of completion awarded by the University, bearing the University's name and mark, upon the successful completion of a Short Course by a Short Course Participant.

1.8 **Short Course Fees** means any and all monies collected by the Parties from Short Course Participants related to said Short Course Participants' participation in any and all Presentations.

1.9 **Short Course Participant** means any person enrolling in or participating in a Short Course delivered under a Schedule III Addendum; Short Course Participants may also be referred to as "students" within the Schedule III Platform.

1.10 **Short Course User Agreement** means 2U's terms and conditions applicable to Short Course Participants, as made available on 2U's website(s) and Schedule III Platform and as may be amended from time to time (currently online at: getsmarter.com/terms-and-conditions-for-students).

1.11 **Termination Date** means the date of termination of this Schedule III as determined in accordance with Section 2 of this Schedule III.

1.12 **University Representative** means the person nominated in writing (email acceptable) by the University from time to time as being accountable and responsible for managing the University's obligations under Schedule III on the University's behalf.

2. TERM AND TERMINATION.

2.1 **Term.** The term of this Schedule III shall be from the Effective Date of the Master Terms until the ten (10) year anniversary thereof. No Schedule III Addenda shall have a term extending beyond the Term of the Master Terms. The University may terminate this Schedule III in its entirety or any particular Schedule III Addendum in accordance with Section 25 of the Master Terms. The Parties may, by mutual written agreement, terminate this Schedule III and/or any Schedule III Addendum.

2.2 **Presentation Termination Procedure.** On expiration or termination of this Schedule III or any Schedule III Addendum, Presentations shall be dealt with as follows:

- (a) Unless otherwise expressly agreed in writing by the Parties, no Presentations shall be scheduled to commence following the anticipated Termination Date.
- (b) Each Party will cease all use of the other Party's intellectual property in connection with the termination of Schedule III or any Schedule III Addendum.
- (c) Termination of Schedule III or any Schedule III Addendum will not prejudice either Party's rights to any sums due or accrued prior to termination or expiration and will not prejudice any cause of action or claim of a Party accrued or to accrue on account of any breach or default by the other Party, and such refund payments shall be accounted for in the next NSCR

Report (defined below), and made as part of the next applicable payment to the Party owed or the final/reconciliation payment of the applicable Schedule III Addendum, as appropriate.

- (d) All Presentations in progress prior to the Termination Date will continue on the terms and conditions of this Schedule III and the applicable Schedule III Addendum for the duration of the specified Presentation, under the terms and conditions herein.

3. SHORT COURSES.

3.1 Annually the Parties shall mutually determine the number of Short Courses and Presentations of each Short Course. Neither Party shall be obligated to launch any Short Course where it reasonably determines that sufficient demand does not exist to justify the creation or launch of said Short Course. Either Party may approach the other with a proposal for a new Short Course at any time during the Term.

3.2 Prior to the commencement of marketing for any new Short Course, the Parties shall memorialize the details of each such new Short Course by executing a Schedule III Addendum. 2U may cancel any Presentation in the event that the minimum number of Short Course Participants set forth in the applicable Schedule III Addendum has not been achieved, or 2U reasonably determined is unlikely to be achieved. If 2U cancels two (2) consecutive Presentations of the same Short Course, then the Parties shall mutually determine whether future Presentations of such Short Course should be postponed or cancelled. In no event will 2U run a Presentation with fewer than the minimum number of Schedule III Participants set forth in the applicable Schedule III Addendum without the University's written approval (email acceptable).

3.3 Past Participants may be referred to as "GetSmarter alumni" or "GetSmarter past students."

3.4 Either Party may elect to cease offering future Presentations of any Short Course after consultation with the other Party if such Party reasonably determines that (a) running that Short Course creates a conflict of interest for that Party; (b) such Short Course causes or is likely to cause material adverse reputational harm to that Party; or (c) such Party determines that the Produced Segments infringe on a third party's intellectual property. This right is subject to the Parties first taking all good faith, reasonable steps to correct the source of the conflict, reputational harm, or intellectual property infringement.

3.5 If the Parties cease offering any Short Course for any reason (including termination of this Schedule III), Short Course Certificates will continue to be awarded to Short Course Participants in accordance with this Schedule III upon said Short Course Participants' successful completion of the Presentation.

3.6 The Short Courses will not be eligible for student financial aid under Title IV of the Higher Education Act of 1965, as amended, except as mutually agreed by the Parties.

4. **SHORT COURSE CERTIFICATES.** The University will award Short Course Certificates, in a form previously approved in writing (email acceptable) by the University featuring the agreed Short Course title and the University's name and mark, to Short Course Participants who meet the agreed requirements for successful Short Course completion. 2U shall produce, issue, and deliver said Short Course Certificates to successful Short Course Participants on the University's behalf.

5. **MARKETING AND ENROLLMENT.**

5.1 2U is responsible for marketing the Short Course(s) (in accordance with Section 19 of the Master Terms and any Schedule III Addendum) and recruiting Short Course Participants into Short Courses, with support from the University as reasonably requested and agreed to hereunder.

5.2 2U will manage Short Course Participant enrollment.

5.3 The University shall support 2U's marketing efforts and collaborate to generate awareness for Short Courses. The University agrees to: (a) as determined in the University's sole discretion, place links to the Short Courses within the University's web properties; (b) permit 2U to, as determined in the University's sole discretion, use the University's subdomain for landing pages, email marketing of Short Courses, and sales emails related to Short Courses (e.g., admissions@onlinecourses.UNC.edu; jane.smith@onlinecourses.UNC.edu); and (c) as determined in the University's sole discretion, promote Short Courses and Presentations.

5.4 Short Course Participants will enroll for Short Courses on 2U's website (as of the Effective Date, www.getsmarter.com). Short Course information will be accessible on both Parties' websites.

5.5 Short Courses will be marketed as a University offering "presented in collaboration with GetSmarter" or another acknowledgment as to 2U's role as mutually agreed by the Parties.

6. **2U'S ADDITIONAL RESPONSIBILITIES.** 2U shall also:

6.1 Provide online Short Course delivery, including market research, learning design, Short Course production, graphic design, marketing, recruitment, course consultation/enrollment support, accounting, learning technology, learning analytics, technical support, student/course support, and Short Course Certificate delivery as necessary to run the Short Courses;

6.2 Provide technical support (e.g., via email and telephone helpdesk) to Short Course Participants and the University in relation to their use of the Schedule III Platform in accordance with 2U's Schedule III Platform Service Level Agreement (defined below);

6.3 Meet the Schedule III Platform Service Level Agreement specifications and standards available online at: <https://secure-legaldocs.2u.com/documents/shortcoursesla> (the "Schedule III Platform Service Level Agreement");

6.4 Designate as a Key Position a person to be the primary contact for Schedule III and all Schedule III Addenda;

6.5 In consultation with the University, design and produce Produced Segments and Marketing Materials for Short Courses and Presentations;

6.6 Ensure that all Short Course Participants agree to follow all Policies and Procedures reasonably applicable to them;

6.7 Ensure that Course Conveners have access to the applicable Short Course Produced Segments, the Schedule III Platform, and other needed materials during each Presentation;

6.8 Following Short Course development or any material changes to the applicable Produced Segments, deliver a copy of all current Short Course Produced Segments to the University Representative;

6.9 Provide the University with information regarding registration for each Presentation, including a roster of Short Course Participants who have registered and paid for said Presentation and the amount paid by each Short Course Participant;

6.10 Provide the University with all final Short Course Participant Presentation results and any final Presentation or Short Course statistics prepared by 2U;

6.11 Provide the University with the necessary Short Course Participant Personal Information, including Participant name, contact information (e.g., mailing address, phone number, email address), residential address, billing details, and Short Course Participant grades, so that the University may award Short Course Certificates upon a Participant's successful completion of the Short Course;

6.12 Handle Short Course Participant complaints in accordance with the Short Course User Agreement and alert the University of any material or unresolved Short Course Participant complaints. 2U and the University will work to develop a process on when and how to escalate issues arising from or in relation to a Short Course, including, but not limited to, issues raised by a Short Course Participant (e.g., a Short Course Participant is struggling academically, a Short Course Participant raises mental health or financial concerns, someone identifies a violation of Policies and Procedures, etc.);

6.13 Regularly evaluate the Short Course(s), and in consultation with the Course Convener or other faculty member(s) appointed by the University, implement recommendations arising from the Short Course evaluation and feedback process;

6.14 Ensure that all proposed learning facilitators and academic staff contracted by 2U to assist in Short Course delivery are approved (email acceptable) by the University Representative (or their designee), provided that:

- (a) the University Representative shall respond to ninety percent (90%) of such requests for approval within five (5) Days of receipt of the request(s) from 2U, unless otherwise agreed by the Parties; and
- (b) 2U shall determine contract terms and remuneration for its learning facilitators and academic staff, including any learning facilitators and academic staff not acting in their capacity as University employees.

This Section 6.14 shall not apply to student support staff employed by 2U to assist Short Course Participants with non-subject matter related matters/questions; and

6.15 Take possession of all recorded course material or make first use of all recorded course material (whichever occurs first) outside the State, or provide the University with an executed resale certificate on Form E-595E or such other form as the University may require. 2U also agrees to provide the University with a resale certificate where applicable for such other jurisdictions as the University may reasonably request.

7. UNIVERSITY'S ADDITIONAL RESPONSIBILITIES. The University shall also:

7.1 Designate a University Representative;

7.2 Designate a faculty member or other instructional personnel with subject matter expertise and qualifications in the matter(s) to be taught within the applicable Short Course as the Course Convener for each Short Course to be offered hereunder, who will be required to design and revise the Curriculum for, and develop and deliver, the Short Course;

7.3 Cooperate and coordinate with 2U in the marketing, offering, and delivery of each Short Course;

7.4 In advance of executing a Short Course Addendum, perform due diligence activities to determine if such Short Course violates any Laws and Regulations;

7.5 Obtain and maintain for the duration of this Schedule III any programmatic, regulatory, Governmental, internal, and/or other needed approvals necessary to offer each Short Course in accordance with the Agreement;

7.6 Ensure that each Short Course meets the University's standards; and

7.7 At the University's sole discretion, should any Short Course Participant fail to comply with applicable Policies and Procedures and following reasonable consultation with 2U, dismiss such Short Course Participant from the Short Course prior to such Short Course Participant's completion of the Presentation.

8. PAYMENT.

8.1 2U shall set and may revise the price for each Short Course in its reasonable discretion.

8.2 Except where the University is required by Laws and Regulations or any third party to collect Short Course Fees (e.g., in accordance with certain loans), 2U shall collect Short Course Fees, and all related invoices will be issued in 2U's or its Affiliate's name. Where the University is so required to collect Short Course Fees, the University shall collect such Short Course Fees ("University Short Course Fee Collections"), and the invoices to such Short Course Participants will be issued in the University's or its nominee's name as agent for 2U. Short Course Fees for the Short Course shall include GST or any other applicable Taxes, and with respect to University Short Course Fee Collections, 2U shall identify and notify the University of the GST and other applicable Taxes to be collected applicable to such Short Course Fees. The University shall remit to 2U all University Short Course Fee Collections within twenty (20) Days of collection.

8.3 2U acknowledges that it is the Party making any sale to Short Course Participants of goods and services with respect to Short Courses, and covenants that it shall be solely responsible for (i) compliance with any obligation to collect (except where the University collects University Short Course Fees as agent for 2U) and remit all applicable GST and other applicable Taxes with respect to University Short Course Fee Collections, whether levied by 2U's or the University's country of tax residence or incorporation, by a Short Course Participant's country of tax residence, or by the place of the supply of the applicable goods and services, and (ii) compliance with any obligation to file forms, returns, or reports with respect to such GST and other applicable Taxes, and shall act as principal for purposes of GST and other applicable Taxes. Any refund, rebate, or repayment of any previously paid or other GST and other applicable Tax savings shall be considered Short Course Fees and shall be shared by Parties proportionally to each Party's Net Short Course Revenue share.

8.4 The Parties may mutually agree in writing to offer variations of, deviations from, or discounts with respect to agreed Short Course Fees.

8.6 2U shall generate and send a report to the University within eighteen (18) Days following the date on which the applicable Presentation ends which sets forth sufficient detail regarding the calculation of the Net Short Course Revenue and the University Revenue Portion (e.g., Short Course enrollments, Short Course Fees, costs deducted from Short Course Fees to

reach Net Short Course Revenue, and University Short Course Fee Collections) (the "NSCR Report"). The Parties shall mutually agree on the form and content of the NSCR Report.

8.7 The University shall have twenty (20) Days after receipt of the NCSR Report to review and provide questions and/or comments in writing to 2U (email acceptable). In the event that the University has not provided questions and/or comments to 2U within twenty (20) Days after its receipt of the NCSR Report, the NCSR Report will be deemed agreed upon and final. The Parties agree to work together to troubleshoot reconciliation issues and to ensure this timeline is met.

8.8 2U shall pay the University Revenue Portion to the University no later than twenty (20) Days after the date the Parties agree upon the calculation and the amount to be paid to the University.

8.9 The Parties acknowledge and agree that Short Courses may be discounted for some Short Course Participants.

- (a) Standard agreed discounts on Short Course Fees shall include: (i) ten percent (10%) discount for alumni of the University and past participants of any 2U-presented short course; (ii) up to forty percent (40%) discount for any promotional activity managed by 2U focused on prospective Short Course Participant(s); and (iii) up to forty percent (40%) discount for all University employees and all System office employees.
- (b) The Parties may mutually agree in writing to modify the standard agreed discounts for any Short Course on the applicable Short Course Addendum.
- (c) Further discounts will be allowed as agreed upon by the Parties in writing prior to the applicable Presentation start date, and, except for the discounts set forth in this Section 8.9, no discounts shall be widely advertised in email communication or in online or print advertisements without the prior written consent of both Parties.
- (d) The Parties shall mutually agree whether to provide free access to certain Short Course Participants. Short Course Participants who receive free access to a Short Course on mutual agreement of the Parties will not be included in the calculation of the University Revenue Portion.

9. MONITORING, TESTING AND REVIEWS.

9.1 Schedule III Platform Monitoring.

(a) 2U's Schedule III Platform Responsibilities.

- (i) 2U will (A) measure, monitor, and track the performance of its services, obligations, and Schedule III Platform as relating to any Short Course offered by the Parties pursuant to this Schedule III, and compare such performance to the Schedule III Platform Service Level Agreement and other specifications and standards provided for in this Schedule III as relating to any Short Course offered by the Parties pursuant to this Schedule III; (B) detect and promptly cure deficiencies as relating to any Short Course offered by the Parties pursuant to this Schedule III; and (C) report such deficiencies and cures to the University 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 will include providing the University 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 University, and at such other times as the University may reasonably request, 2U will provide reasonable, mutually acceptable, written certifications as to 2U's compliance with applicable Laws and Regulations, the Schedule III Platform Service Level Agreement, and other specifications and standards provided for in this Schedule III as relating to any Short Course offered by the Parties pursuant to this Schedule III, and such other matters as may be reasonably requested by the University. For the avoidance of doubt, such written certifications will include any sub-certifications reasonably required by the University to enable the University to provide its own written certifications to any students, graduates, or regulators as required by applicable Laws and Regulations or contract.

(b) University's Responsibilities.

- (i) The University will consult with 2U prior to agreeing to provide certifications with regard to a Short Course offered by the Parties pursuant to this Schedule III that will require a 2U sub-certification.
- (ii) Upon the University's request, 2U will permit the University's authorized representatives and auditors to visit with the appropriate personnel at 2U, and will provide the University with

access to or copies of applicable 2U records, including testing results (whether conducted by 2U or a third party), records applicable to its fulfillment of its services and obligations hereunder, and any other records required to be delivered by 2U pursuant to this Schedule III, in each case in order to conduct reviews. At the University's reasonable request and expense, reviews relating to any Short Course offered by the Parties pursuant to this Schedule III 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 University agrees that reviews will be completed at 2U's facilities upon reasonable advance notice during regular business hours. The Parties will cooperate in good faith to minimize the disruption associated with 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 will occur in a manner that ensures that the confidentiality and integrity of such information is maintained.

9.2 Reviews.

- (a) **2U's Platform III Services and Responsibilities.**
 - (i) If 2U receives a request or demand for a review from a Short Course Participant, a Short Course past-Participant, or a regulator in regard to any Short Course offered by the Parties pursuant to this Schedule III, 2U will notify the University promptly, and 2U will work with the University (and, as appropriate, such Short Course Participant, Short Course past-Participant, or regulator) in conducting and responding to any such request for a review, provided that 2U will not be required to provide a review to a third party, except as required by Laws and Regulations.
 - (ii) 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 9, of a deficiency in meeting any service level or other specification or standard in the performance of any service or obligation under this Schedule III relating to any Short Course offered by the Parties pursuant to this Schedule III, then 2U will promptly, at its expense (A) perform an analysis to identify the cause of any such failure or deficiency, (B) provide the University with a report identifying the cause of such failure or deficiency and describe 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 University, meet with the University (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 University that such failure or deficiency has been cured.

- (b) **University's Responsibilities.** The University shall, upon 2U's reasonable request, advise and consult with 2U as to the sufficiency of the Schedule III Platform. The University shall make available to 2U, upon 2U's reasonable request, the appropriate University personnel to participate with 2U in the testing of the Schedule III Platform.

SCHEDULE IV
TERMS AND CONDITIONS FOR FLEXIBLE SERVICES ARRANGEMENTS
FOR SMALL SCALE DIGITAL GRADUATE DEGREE PROGRAMS

THIS SCHEDULE IV IS APPENDED TO THE MASTER TERMS AND CONTAINS TERMS AND CONDITIONS THAT APPLY TO FLEXIBLE SERVICES ARRANGEMENTS FOR SMALL SCALE DIGITAL GRADUATE DEGREE (SSDGD) PROGRAMS IN ADDITION TO THE MASTER TERMS, UNLESS EXPLICITLY MODIFIED BY ANY SCHEDULE IV ADDENDUM.

1. **DEFINITIONS.** All capitalized terms used but not defined herein shall have the meaning given to them in the Master Terms. The following additional terms shall bear the following meanings hereunder and in any Schedule IV Addendum:

1.1 **Additional Services** means any services provided pursuant to any Schedule IV Addendum which may include, but is not necessarily limited to: marketing and recruitment services; marketing only services; curriculum and learning services; student support services; faculty support services; and/or placement services but specifically excluding the Base Services.

1.2 **Base Services** means the program management and technology services set forth below in Sections 2.1(a) and 2.1(b).

1.3 **Prospective Schedule IV Participant** means any University Prospect generated by either Party's marketing efforts in support of a SSDGD Program.

1.4 **Schedule I Platform** shall have the meaning set forth in Schedule I.

1.5 **Schedule IV Clinicals** means a requirement that is set forth in a Schedule IV Addendum as part of the SSDGD Program whereby Schedule IV Participants engage in exercises led by University faculty and/or other instructional personnel in-person at Schedule IV Clinics.

1.6 **Schedule IV Clinics** means those facilities at which Schedule IV Participants may intern that meet the University's criteria for hosting Schedule IV Participants during the clinical placement portion of a SSDGD Program that utilizes services provided by 2U pursuant to, and as more fully set forth in, a Schedule IV Addendum.

1.7 **SSDGD Program Curriculum** means the educational objectives of a SSDGD Program and the planned interaction of Schedule IV Participants with instructional content, materials, resources, and processes for the attainment of the applicable educational objectives.

1.8 **SSDGD Program Applicant** means any individual who submits an application for admission into a SSDGD Program.

1.9 **Schedule IV Term** means the period from the Effective Date of the Master Terms until the ten (10) year anniversary thereof pursuant to Section 3.5 of this Schedule.

2. FLEXIBLE SERVICES ARRANGEMENTS AVAILABLE FOR PURCHASE.

2.1 Base Services. Subject to the University's responsibilities identified in each Schedule IV Addendum, the University may purchase the following Base Services for a SSDGD Program by executing a mutually agreed upon Schedule IV Addendum with 2U.

- (a) **SSDGD Program Management.** For each SSDGD Program, 2U will be responsible for the following program management services:
 - (i) ***Initial Set-up Consulting.*** 2U shall provide initial set-up consulting services to the University in support of the University's launch of a SSDGD Program. Such initial set-up consulting services shall include either: (A) providing initial set-up consulting expertise on migrating existing degrees online, or (B) providing initial set-up consulting advice and assistance on launching new online degrees.
 - (ii) ***Ongoing SSDGD Program Management.*** As set forth in each Schedule IV Addendum, 2U shall provide individual online program management services to the University, which may include managing SSDGD Program launches, coordinating among 2U and University delivery teams, performing status updates, reporting and analysis, assisting with problem resolution, and serving as the main point of contact for the University in support of the delivery of identified services.
- (b) **Technology.**
 - (i) ***2U's Digital Campus Responsibilities.*** SSDGD Programs shall use the Schedule I Platform, and the Schedule I Platform shall meet the requirements and standards set forth in Schedule I. 2U has built, and shall maintain, periodically revise, and host the Schedule I Platform. 2U shall use commercially reasonable efforts to integrate tested new technologies and insights into the Schedule I Platform.
 - (A) ***Specifications and Service Levels.*** The Schedule I Platform will be accessible through the World Wide Web, and the specifications and performance standards for the Schedule I Platform and its related service level agreement ("SLA") is set forth online at: <https://secure-legaldocs.2u.com/documents/sla>. 2U may modify the SLA at any time, provided that 2U shall not modify the SLA in any manner that materially diminishes the service levels that were in effect as of the Effective Date. Failure to meet the services levels provided in the SLA shall constitute a breach of each applicable Schedule IV Addendum.

- (B) *Content Portability.* At the University's written request (email acceptable), 2U shall provide an electronic copy of all video files and PowerPoint files contained within the applicable Produced Segments to the University. To the extent 2U created any other unique portable content for the University, upon written request (email acceptable), 2U shall provide such other portable content to the University. All portable content shall be provided within a reasonable time as mutually agreed by the Parties.
- (c) Monitoring, Testing and Reviews.
- (i) Program Monitoring.
- (A) 2U's SSDGD Program Services and Responsibilities.
- (1) 2U will (x) measure, monitor, and track the performance of its services, obligations, and Schedule I Platform; and compare such performance to the SLA and other specifications and standards provided for in this Schedule IV, (y) detect and promptly cure deficiencies, and (z) report such deficiencies and cures to the University 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 will include providing the University an opportunity to assess or comment to 2U on 2U's performance of its services and obligations, irrespective of any other measurements.
- (2) At least annually as requested by the University, 2U will provide reasonable, mutually acceptable, written certifications as to 2U's compliance with applicable Laws and Regulations, the SLA, and other specifications and standards provided for in this Schedule IV, and such other matters as may be reasonably requested by the University. For the avoidance of doubt, such written certifications will include any sub-certifications reasonably required by the University to enable the University to provide its own written certifications to any students, graduates, or regulators as required by applicable Laws and Regulations or contract.

- (ii) University's Responsibilities.
 - (A) The University will consult with 2U prior to agreeing to provide certifications with regard to a SSDGD Program that will require a 2U sub-certification.
 - (B) Upon the University's request, 2U will permit the University's authorized representatives and auditors to visit with the appropriate personnel at 2U, and will provide the University with access to or copies of applicable 2U records, including testing results (whether conducted by 2U or a third-Party), records applicable to 2U's operations and related to its fulfillment of its services and obligations hereunder, and any other records required to be delivered by 2U pursuant to this Schedule IV, in each case in order to conduct reviews. At the University's reasonable request and expense, reviews also may include "ethical hacks," penetration testing, or other testing of the Schedule I Platform or other system supporting Schedule IV and 2U's information security, data protection, disaster recovery, business continuity, and confidentiality policies, procedures and safeguards. The University agrees that reviews will be completed at 2U's facilities upon reasonable advance notice during regular business hours. The Parties will cooperate in good faith to minimize the disruption associated with 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 will occur in a manner that ensures that the confidentiality and integrity of such information is maintained.

2.2 Reviews.

- (a) 2U's SSDGD Program Services and Responsibilities.
 - (i) If 2U receives a request or demand for a review from a SSDGD Program Participant, graduate of a SSDGD Program, or a regulator in regard to the University, 2U will notify the University promptly, and 2U will work with the University (and, as appropriate, such SSDGD Program Participant, graduate, or regulator) in conducting and responding to any such request for a review, provided that 2U will not be required to provide a review to a third party, except as required by Laws and Regulations.

- (ii) 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 2, of a deficiency in meeting any service level or other specification or standard in the performance of any service or obligation under this Schedule IV, then 2U will promptly, at its expense (A) perform an analysis to identify the cause of any such failure or deficiency, (B) provide the University with a report identifying the cause of such failure or deficiency and describe 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 University, meet with the University (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 University that such failure or deficiency has been cured.
- (b) University's Responsibilities. The University shall, upon 2U's reasonable request, advise and consult with 2U as to the sufficiency of the Schedule I Platform for use for a SSDGD Program. The University shall make available to 2U, upon 2U's reasonable request, the appropriate University personnel to participate with 2U in the testing of the Schedule I Platform.

2.3 Additional Services. Subject to the University's purchase of Base Services and the University's fulfillment of the responsibilities and obligations identified in Schedule IV and in each Schedule IV Addendum, the University may purchase Additional Services by executing a mutually agreed upon Schedule IV Addendum with 2U that sets forth the terms thereof for each applicable SSDGD Program. The following is a non-exhaustive list of Additional Services available for purchase by the University for SSDGD Programs:

- (a) Marketing and Recruitment.
 - (i) 2U's Marketing and Recruitment Responsibilities. 2U shall prepare a marketing plan for the University detailing 2U's recommended promotion strategies to build program awareness and to generate a flow of quality SSDGD Program Applicants based on enrollment objectives and a paid marketing and recruitment budget jointly approved by the Parties (the "Marketing and Recruitment Budget"). 2U will engage with Prospective Schedule IV Participants about the SSDGD Program and appropriately assist Prospective Schedule IV Participants and SSDGD Program Applicants throughout the application process. 2U shall provide recommendations to the University and each SSDGD Program

purchasing marketing and recruitment services on 2U's recruitment and admissions best practices, including recommended number of annual cohorts, appropriate application deadlines, and timelines for admissions decisions.

- (ii) 2U shall provide any of the following marketing and recruitment activities, as agreed upon by the Parties in the applicable Schedule IV Addendum, pursuant to 2U's reasonable standard marketing and recruitment services:
 - (A) Design, develop, host, and maintain a web-based prospect form for interested Prospective Schedule IV Participants.
 - (B) Design, develop, host, and maintain a web-based SSDGD Program application form.
 - (C) Design, develop, host, and maintain marketing webpages for the applicable SSDGD Program.
 - (D) Evaluate and recommend enhancements to the University's (i.e., non 2U-hosted) web properties.
 - (E) Develop and execute integrated demand generation campaigns (e.g., email marketing, digital advertising deployment and management, search engine optimization, search engine marketing, social media marketing, content marketing, etc.) ("Paid Marketing").
 - (F) Manage and maintain the marketing infrastructure required to support the agreed upon promotion strategies.
 - (G) Review the University's existing marketing strategies and provide recommendations for optimization.
 - (H) Submit collected and completed SSDGD Program Applicants' applications to the University in a manner to be agreed upon by the Parties.
 - (I) Other activities as agreed upon by the Parties as set forth in a Schedule IV Addendum.
- (iii) University's Marketing and Recruitment Responsibilities. The University shall review all materials received from 2U hereunder in accordance with Section 19 of the Master Terms. The University shall establish and approve the Marketing and Recruitment Budget

and shall pay 2U the amounts owed under Section 3.2(a) for each SSDGD Program supported by the activities hereunder.

(b) Marketing Only.

- (i) 2U's Marketing Only Responsibilities. 2U shall prepare a marketing plan for the University detailing 2U's recommended promotion strategies to build SSDGD Program awareness based on enrollment objectives and a paid marketing budget jointly approved by the Parties (the "Marketing Only Budget").
- (ii) 2U shall provide any of the following marketing only activities, as agreed upon by the Parties in the applicable Schedule IV Addendum, pursuant to 2U's reasonable standard marketing only services:
 - (A) Design, develop, and maintain a web-based prospect form for interested Prospective Schedule IV Participants.
 - (B) Design, develop, and maintain marketing webpages for the applicable SSDGD Program.
 - (C) Evaluate and recommend enhancements to the University's web properties.
 - (D) Develop and execute Paid Marketing.
 - (E) Manage and maintain marketing infrastructure required to support selected promotion strategies.
 - (F) Review the University's existing marketing strategies and provide recommendations for strategy optimization.
- (iii) University's Marketing Only Responsibilities. The University shall review all materials received from 2U hereunder in accordance with Section 19 of the Master Terms. The University shall establish and approve the Marketing Only Budget and shall pay to 2U the amounts owed and under Section 3.2(b) for each SSDGD Program supported by the activities hereunder.

(c) Curriculum and Learning.

- (i) 2U's Curriculum and Learning Responsibilities. For each SSDGD Program purchasing curriculum and learning services, 2U shall provide technical assistance and recommendations with respect to content, technologies, and other techniques that best utilize

existing available technologies for deployment of each SSDGD Program's Curriculum in a high-quality manner online.

- (A) 2U's technical assistance and recommendations shall include, in a format to be determined in the applicable Schedule IV Addendum, the production of, and logistics coordination for, the creation of Produced Segments. The Produced Segments created hereunder shall be developed from the SSDGD Program Curriculum and Curriculum Materials made available by the University to 2U.
 - (B) Without limiting the generality of the foregoing (except as explicitly set forth below), 2U shall be responsible for (1) all reasonable production costs following 2U's standard flexible service arrangement process for Curriculum and learning services including the cost of all production personnel and equipment (but not including payment to the University for the use of University facilities, or salaries or other compensation of any University instructional personnel (including faculty)); (2) all legal clearances for (x) music, pictorial, and/or audiovisual content supplied by 2U and used in the Produced Segments, and (y) Participants and others who appear in the Produced Segments where necessary in connection with developing the Work Product for use in each applicable SSDGD Program provided that the University shall cooperate with and, upon 2U's request, provide reasonable assistance to 2U in securing such clearances; and (3) digitizing and otherwise converting all content for the Produced Segments produced hereunder to a medium suitable for delivery to applicable Schedule IV Participants via the Schedule I Platform.
- (ii) University's Curriculum and Learning Responsibilities. The University shall be solely responsible for the timely design, timely creation, and ongoing revision of each SSDGD Program Curriculum, making reasonable efforts to have the framework of each SSDGD Program Curriculum set by the date set forth in the applicable Schedule IV Addendum, so that the SSDGD Program can launch by the SSDGD Program Launch Date as set forth in such Schedule IV Addendum. The University shall require University faculty members' timely participation in the creation and design of each SSDGD Program Curriculum and in any modifications thereof. As reasonably requested by 2U, University faculty or other University personnel shall provide reasonable assistance (including timely

participation) to 2U in the adaptation of each SSDGD Program Curriculum for each SSDGD Program's web-based presentation via the Schedule I Platform. The University shall be solely responsible for the ongoing review and revision of each SSDGD Program Curriculum as the University determines, in its sole discretion, to be necessary and appropriate to maintain the academic quality and academic integrity of each SSDGD Program, provided that 2U shall use commercially reasonable efforts to promptly incorporate such revisions into each SSDGD Program Curriculum. Further, while the Parties are initially readying each SSDGD Program Curriculum, the University shall host and facilitate meetings between 2U employees and participating University faculty. The University shall ensure the availability and participation of faculty and other personnel to achieve each SSDGD Program's Curriculum design. The University shall be responsible to obtain any necessary 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) provided to 2U by the University or requested by the University to be included in a SSDGD Program.

- (A) The University shall use reasonable efforts to prepare drafts of the syllabi (and to timely obtain any required internal approval(s)) on or before the date(s) to be mutually agreed upon by the Parties so that the applicable Produced Segments developed hereunder are completed before the applicable SSDGD Program launch. The University shall also use reasonable efforts to develop such syllabi into appropriate materials in time for 2U's production to meet such agreed upon deadlines. The University shall secure the commitment of those University faculty members and other instructional personnel selected by the University for the Produced Segments and for any modifications to the applicable SSDGD Program Curriculum required by the Schedule I Platform. The University shall require such University faculty members and other instructional personnel to attend production meetings with 2U production personnel at a location as agreed upon by the Parties upon reasonable advance Notice to University, provided that such production meetings do not impose an undue burden on the University or such University faculty members or other instructional personnel. Unless otherwise agreed in writing by the Parties, the University shall be solely responsible for the expense of such faculty,

other instructional personnel, and other University staff. Subject to Section 2.3(c)(i)(A) above, the Produced Segments produced hereunder shall (x) conform to the University's design as set forth in this Section 2.3(c)(ii)(A), and (y) be subject to the University's review and written approval (email acceptable) prior to any distribution or other release thereof.

(d) Student Success.

(i) 2U's Student Success Responsibilities. For each SSDGD Program purchasing student success services, 2U shall provide support and guidance to Schedule IV Participants upon their matriculation into and throughout the applicable SSDGD Program. Such support shall include coaching on technical and programmatic issues. For clarity, 2U shall not provide academic guidance to Schedule IV Participants. 2U shall provide student success advisors for applicable Schedule IV Participants. Student success advisors will serve as a point of contact for applicable Schedule IV Participants, will meet regularly with such Schedule IV Participants, and will reasonably assist supported Schedule IV Participants with non-academic issues, such as building a schedule, developing an individualized plan of action, and directing applicable Schedule IV Participants to available University resources.

(ii) University's Student Success Responsibilities. The University shall ensure the availability and participation of University faculty and staff, and provide academic counseling on SSDGD Program requirements, add/drop policies, probations, leave of absence policies, and similar matters. The University shall provide academic counseling to Schedule IV Participants supported by 2U pursuant to Section 2.3(d)(i) above to answer questions concerning incoming/outgoing transfer credits, specific prerequisite academic or certification requirements, academic petitions or disputes, and leaves of absence. The University shall provide academic support to any Schedule IV Participants supported under Section 2.3(d)(i) it reasonably believes are in danger of being dropped from their SSDGD Program, and shall provide Schedule IV Participants academic support equivalent to the academic support provided to on-campus students.

(e) Faculty Support.

(i) 2U's Faculty Support Responsibilities. 2U shall provide basic faculty consulting support services regarding faculty recruiting as well as

faculty on-boarding, development, and engagement for each applicable SSDGD Program.

(f) Placement Services.

- (i) 2U's Placement Services Responsibilities. As set forth in any applicable Schedule IV Addendum, 2U shall, applying standards developed and approved by the University, be responsible for securing on-time Schedule IV Participant placement at high quality placement sites, with high quality supervisors, for Schedule IV Clinicals so that applicable Schedule IV Participants gain the skills and experiences necessary to graduate and become licensed in their fields. 2U shall perform the due diligence and vetting necessary to ensure that Schedule IV Clinics (A) meet the requirements for licensure, (B) have the adequate resources necessary to fully support the applicable Schedule IV Participants during their placement, and (C) meet any additional identified specifications requested in writing in advance (prior to contracting with the site) by the University. 2U shall create a method for applicable Schedule IV Participants to contact 2U for any questions related to the placement process and shall communicate that method to the applicable Schedule IV Participants and to the University.
- (ii) University's Placement Services Responsibilities. The University shall set standards for each SSDGD Programs' preceptors and Schedule IV Clinics in each applicable Schedule IV Addendum. The University shall provide faculty to develop and create a training curriculum for preceptors and to oversee the work of the preceptors. The University may, in its sole discretion, remove any Schedule IV Clinic or preceptor from participation in a SSDGD Program supported hereunder. The University is responsible for all costs associated with Schedule IV Clinicals, including without limitation, any compensation paid to preceptors for participation in Schedule IV Clinicals.

3. FEES AND PAYMENT.

3.3 Payment. Each month, 2U shall invoice the University for all fees due under each Schedule IV Addendum. The University shall pay the invoiced amount(s) in full to 2U no later than twenty (20) Days after receipt of each invoice. Should the University determine that it cannot, despite its use of reasonable efforts, pay amounts owed to 2U within twenty (20) Days after receipt of invoice, it may request 2U to extend the due date of such payment by twenty (20) Days, and 2U shall not unreasonably deny any such request.

3.5 Schedule IV Addendum Program Term and Termination. The Program Term for the services provided under each Schedule IV Addendum shall be at least thirty-six (36) months from the Schedule IV Addendum effective date and shall be memorialized on the applicable Schedule IV Addendum. The University may terminate Schedule IV or any particular Schedule IV Addendum hereunder without termination of the Master Terms in accordance with Section 25 of the Master Terms. In addition to the termination rights in the Master Terms, the University may terminate a Schedule IV Addendum, or any portion thereof, for convenience with at least six (6) months advance written Notice to 2U no earlier than the third (3rd) anniversary of the effective date of the applicable Schedule IV Addendum. Provided further, the Schedule IV Term shall not preclude Schedule IV services from continuing to be provided to the University under

this Schedule IV and any Schedule IV Addenda beyond the tenth (10th) anniversary of the Effective Date of the Master Terms.

3.6 Effect of Termination of a Schedule IV Addendum. Notwithstanding any other provision contained herein, after any termination or expiration of Schedule IV or any Schedule IV Addendum:

- (a) Other than in connection with the development and implementation of a Transition Plan as described in the Master Terms, each Party will cease all use of the other Party's intellectual property in connection with the termination of Schedule IV or any Schedule IV Addendum, and 2U will surrender to the University all Work Product and any reproductions thereof related to the terminated SSDGD Program(s), except that a copy may be maintained solely for archival purposes and not distributed;
- (b) The Parties will allow each Schedule IV Participant using the Schedule I Platform to complete all individual courses in a SSDGD Program that such Schedule IV Participant has actually commenced prior to the termination of the applicable Schedule IV Addendum (except to the extent that such Schedule IV Participant is expelled by the University). For the avoidance of doubt, the University shall continue to pay 2U monthly in accordance with this Schedule IV and the applicable Schedule IV Addendum for any Services 2U provides after termination; and
- (c) Termination of any Schedule IV Addendum will not prejudice either Party's rights to any sums due or accrued under such Schedule IV Addendum prior to termination or expiration and will not prejudice any cause of action or claim of a Party accrued or to accrue on account of any breach or default by the other Party.