

Collaboration Agreement Between
University of Central Florida and Guild Education, Inc.

This Collaboration Agreement (as may be amended and supplemented from time to time, this "**Agreement**") is entered into as of April 20, 2019 (the "**Effective Date**") by and between the University of Central Florida ("**University**") Board of Trustees and Guild Education, Inc., a Delaware corporation ("**Guild**"). University and Guild may be referred to, collectively, as the "**Parties**" or, individually, as a "**Party**".

RECITALS:

WHEREAS, University is a public institution of higher education, accredited by the Southern Association of Colleges and Schools Commission on Colleges and located in Florida;

WHEREAS, Guild has developed Education for Employment (the "**E4E Program**"), a program of services that expands learning opportunities for working adults, and provides services to students through collaboration with employers that offer tuition assistance benefits;

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions of a collaboration through which University offers its programs to E4E Students employed by E4E Employers and Guild provides services to University and E4E Employers;

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Services.** University shall offer E4E Students the University programs described in **Schedule 1.1** (each, a "**Program**," and collectively, the "**Programs**" or "**University Education Programs**"). Guild shall provide University with the services described in **Schedule 1.2 ("Services")**, or otherwise as mutually agreed upon in writing by the Parties. University shall cooperate with Guild in furtherance of the Services. For purposes of this Agreement, the following definitions apply: "**E4E Employee**" means an employee of an E4E Employer and a prospective student for E4E Program; "**E4E Employer**" means an employer that collaborates with Guild to connect students to learning opportunities; "**E4E Student**" means a student enrolled at University who is receiving E4E Employer benefits and Services through Guild at the time of or during enrollment. Each Party shall be responsible for its own costs.
 - 1.1. Payment.** Guild shall ensure that E4E Students who apply to University through the E4E Program are eligible to receive E4E Employer benefits and Services and will coordinate and ensure payment to the University by E4E Employer(s) through Guild, in a timely manner, of all amounts due with respect to University tuition, fees, and other applicable costs of attendance incurred by E4E Students, net of all grant aid that has been received and applied to the E4E Student's account by University, in accordance with the provisions of **Schedule 2, Billing and Payment**.
- 2. Ownership of Intellectual Property.** University shall retain all title, copyright, trade secrets, patents, trademarks, servicemarks, and other proprietary rights in the University brand, information and data, and its University Education Programs and all modifications, enhancements and other works derivative thereof (collectively, "**University Property**"). Guild shall retain all title, copyright, trade secrets, patents, trademarks, servicemarks, and other proprietary rights in the E4E Program and the Guild Services (excluding University Property). Neither Party shall acquire any rights, expressed or implied, in the other Party's information, programs or modifications, enhancements or works derivative thereof, other than those rights identified in this Agreement. Similarly, no Party's programs nor any portion thereof, may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose by the other Party without the prior written consent of the Party holding title, except as specified in this Agreement.

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3. Trademarks. Guild agrees that, during the term of this Agreement, University may place its name and logo on its web site and in collateral marketing materials relating to products and services subject to Guild's trademark/logo usage guidelines, if any. Guild may not use the name, trade names and trademarks of the University (the "**University Trademarks**") without the prior written approval of the University. Guild agrees that the University Trademarks are subject to the standards and specifications of the University. Both Parties shall represent their relationship and each other's programs, services, and offerings accurately. Upon termination, non-renewal, or expiration of this Agreement, University shall cease its, and its employees' use of all Guild marks and Guild shall cease its, and its employees' use of all University marks.

4. Term and Termination.

4.1. This Agreement and the rights and obligations of the Parties as set forth herein shall commence upon the Effective Date and shall continue for a term of two (2) years with one (1) mutually-agreed renewal term of two (2) years, unless terminated hereunder in accordance with paragraph 4.2 or paragraph 4.3.

4.2. Either Party may terminate this Agreement at any time upon written notice if the other Party: (a) materially breaches any provision of this Agreement and either the breach cannot be cured or is not cured within ninety (90) days after the breaching Party's receipt of written notice of such breach; (b) becomes insolvent or files or has filed against it a petition for voluntary or involuntary bankruptcy; (c) subject to clause (a) above violates any applicable ordinance, code, standard, law, rule, regulation or order of any governmental or accrediting authority having jurisdiction over the applicable Party's services provided hereunder; (d) if the provisions of this Agreement are found to violate any law, regulatory requirement, or accrediting body requirement if the Parties fail to modify the Agreement to maintain material compliance with such law, regulatory requirement or accrediting body requirement prior to the date required by the relevant law, regulatory body, or accrediting body; or (e) ceases to be a party to a contract with an E4E Employer with E4E Students who have been connected to the other party under this Agreement.

4.3. In addition to the foregoing bases for terminating this Agreement under paragraph 4.2, the Parties may terminate this Agreement in the following circumstances:

- (a) The Parties may terminate this Agreement at any time upon written mutual consent.
- (b) Either Party may give written notice of its intent not to renew at least thirty (30) days prior to the automatic renewal date.

The termination of the Agreement will not adversely affect E4E Students' ability to complete the remainder of the course(s) in which they are enrolled and for which they are fully paid, as regularly-enrolled students. Cessation or elimination of a particular Program listed in **Schedule 1.1** shall not affect the remainder of this Agreement.

5. Confidentiality.

5.1. Neither Party to this Agreement will use or disclose to any third party, except its employees directly involved in the performance of their respective obligations under this Agreement, any "**Confidential Information**" of the other, except for the purposes stated in this Agreement. For purposes hereof, "Confidential Information" shall mean any confidential, proprietary and/or trade secret information, written or oral, such as, without limitation customer lists, business plans, detailed business methods, pricing and discount information, installation site information, financial statements, product development plans, business and operating strategies, all technical information relating to equipment and products which are not yet commercially released, and non-public information related to an E4E

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Employer. The restrictions specified in this Section will apply until the Confidential Information becomes publicly known. Each Party agrees to notify its employees who will be given access to Confidential Information of the other, of the restrictions contained in this Section. No Party will make copies of the Confidential Information except as authorized by the others. Except as otherwise required by law, upon expiration or termination of this Agreement or upon the request of either Party, the other Party will immediately return to such Party all tangible forms (such as manuals, documents, drawings, computer disks, including copies of these) of the Confidential Information in its possession or control. The restrictions contained in this Section will not apply to information which: (1) is or becomes available to the public from a source other than the recipient of the Confidential Information; (2) is known by the recipient of the Confidential Information prior to such disclosure; (3) is independently developed or discovered without use of Confidential Information; (4) is made available by a third party without a known obligation of confidentiality to the disclosing party; or (5) is required to be disclosed by law, including, without limitation, Chapter 119 Florida Statutes, or pursuant to any requirement of any Government or any agency or department thereof or any court of competent jurisdiction.

5.2. If Guild purports to submit confidential proprietary information under this Agreement, Guild shall ensure that it is clearly designated and conspicuously labeled as such. Guild may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law. University shall make reasonable efforts to not disclose any information that (1) is clearly designated and conspicuously labeled as proprietary, (2) the University concurs that the information is confidential proprietary information under current law, and (3) that trade secrets or other proprietary data contained in the proposal documents or this Agreement shall be maintained as confidential in accordance with procedures promulgated by University and subject to limitations in Florida or Federal law. The Parties acknowledge that disclosing Confidential Information of the other Party or an E4E Employer in the disclosing Party's possession would negatively impact the other Party's business interests by damaging the other Party in the marketplace. The University shall not be liable in any manner or in any amount for disclosing purported proprietary information if such information is not clearly designated and conspicuously labeled or the information is not exempt from disclosure pursuant to Florida Law. The University shall not be liable if it did not know or could not have reasonably known that such information was confidential proprietary information.

5.3. The University shall notify Guild immediately following the receipt of any relevant request under Florida's Public Record Law related to Guild's Confidential Information and allow Guild a reasonable opportunity to provide comments regarding the disclosure of such Confidential Information. Upon receipt of a public records request and in its sole discretion, the University shall assert applicable statutory public records exemption(s) to protect Guild's Confidential Information. If the University, in consultation with Guild, agrees as to the applicability of an exemption 6, and asserts such exemption, Guild agrees to indemnify and save harmless and defend the University, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the University may hereafter incur, become responsible for, or pay out to the extent arising out of the University's protection or attempt to protect Guild's Confidential Information, including but not limited to the University's assertion of the public records exemption or withholding confidential information from public records production. If the University does not agree with the applicability of an exemption, it shall promptly notify Guild so that Guild may timely seek a protective order in a court of competent jurisdiction.

5.4. The Parties agree to comply with applicable portions of Section 119, F.S., and any contract requirements and provisions which are required to be included in this Agreement by applicable portions of Section 119, F.S. are hereby incorporated herein by this reference and made a part of this Agreement.

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The Parties also agree to comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g (and implementing regulations), and Sections 1002.225 and 1006.52, F.S., as applicable, in the conduct of the work supported by this Agreement, with respect to the University's education records, as defined and regulated by those laws.

- 6. Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to enter into, approve, execute, deliver and perform this Agreement in accordance with its terms; (b) the execution, delivery, and performance of this Agreement by it shall not violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to this Agreement; (c) this Agreement is a legal, valid and binding obligation of it enforceable by or against it in accordance with its terms and conditions; (d) the performance of this Agreement by it shall not infringe, breach or contravene any other person's contractual or confidentiality rights, and it does not require any authorization, consent, permission, or approval otherwise from any other person concerning the ability of it to perform all, or any part of, this Agreement; and (e) it shall comply in all respects with all applicable federal, state and local laws in the conduct of the work supported by this Agreement. The Parties acknowledge that University enters into this Agreement for the purpose of furthering its mission and tax exempt purposes as set forth in Florida laws. Each Party understands that this Agreement will be construed and applied in a manner consistent with University's mission and tax-exempt purposes.
- 7. Accreditation.** University represents and warrants that it has no actual knowledge that it is not in material compliance with all applicable accrediting body standards, and that it possesses all required educational approvals and accreditations, and has no actual knowledge of any basis for the revocation or material limitation of any of its educational approvals or accreditations. During the term of this Agreement, if University is notified by any applicable accrediting body that it is not in material compliance with all applicable accrediting body standards, University shall immediately notify Guild and keep Guild informed of the outcome of such action.
- 8. Liability; Limitation of Liability.** Guild shall indemnify, defend, and hold harmless the University's Board of Trustees, the University, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by or arising out of by reasons of any professional error, fault, mistake, or negligence of Guild, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in the performance of Guild's obligations under the Agreement. Guild's obligation under this provision shall not extend to any liability caused by or arising out of the willful misconduct or sole negligence of the University's District Board of Trustees, the University, or its officers, agents, and employees. Except as otherwise agreed to in this paragraph, the Parties agree and confirm that neither Party shall, in any circumstance, be liable, responsible or obligated to the other Party for any indirect, consequential, special or punitive damages. Guild's liability shall be strictly limited, in the aggregate for all occurrences, to no more than Four Million Dollars (\$4,000,000) during the term of this Agreement. During the term of this Agreement and for a period of one year thereafter, Guild shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than Five Million Dollars. University, as a political subdivision of the State of Florida, warrants and represents that it participates in the Florida University System Risk Management Consortium, a self-insured fund as authorized and stated in Florida Statutes, Section 1001.64(27) and Section 768.28, to the limits of sovereign immunity pursuant to Florida law, with said protection being applicable to officers, trustees, employees, servants, and agents while acting within the scope of their employment/duties with University. Upon a Party's request, the other Party shall provide the requesting Party with a certificate of insurance evidencing the insurance coverage specified in this Agreement. Guild's certificate of insurance shall name University as an additional insured. Each Party shall provide the other Party with prompt written notice in the event of a cancellation or material change in its insurance policy and in all cases within two (2) business days of becoming aware of any pending or

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actual cancellation or material change.

- 9. Force Majeure.** No Party shall be in breach of this Agreement by reason of a cause beyond such Party's control or that could not be reasonably foreseen by such Party, including, but not limited to, natural disasters, acts of God, war, terrorism, or armed conflict.
- 10. Dispute Resolution.** If either Party is in breach of this Agreement or any other disputes arise between the Parties in connection herewith, the Parties shall attempt to resolve them through escalation of the matter to senior representatives of each Party. This clause shall not preclude the Parties from seeking immediate injunction or other provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 11. Publicity.** The Parties, following the execution of this Agreement, will mutually agree upon the text and the exact timing of public announcements relating to the transactions contemplated by this Agreement (such agreement not to be unreasonably withheld or delayed). After any written statement is approved for disclosure by the Parties, either Party may make subsequent public disclosure of the contents of such statement during the term of this Agreement without the further approval of the other Party.
- 12. Relationship of the Parties and Taxes.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Each Party accepts full responsibility for payment of all taxes in the performance of the work supported by this Agreement. Each Party is responsible for all its personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.
- 13. Assignment.** The rights and obligations of both Parties hereunder may not be transferred or assigned without the prior, written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Any attempt at assignment or transfer without such consent shall be void. All assignments are subject to all of the provisions hereof. Notwithstanding the foregoing, either Party shall be entitled to transfer this Agreement without any requirement to obtain the consent of the other Party in the event of the sale of all, or substantially all of the first Party's assets or equity ownership (a "**Change of Control**"), provided that such Party provides immediate but not less than 30 days' prior written notice of such transfer. If a Change of Control occurs and, if after one year following the notice of the Change of Control either Party determines that the quality of services provided under this Agreement is materially diminished, such Party shall have the right to terminate this Agreement and notify the other Party that it will invoke the teach-out described in **Schedule 1.1**.
- 14. Entire Understanding.** This Agreement, together with all Schedules (as they may be amended by mutual written agreement from time to time) represents the complete integration of all understandings between the Parties. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.
- 15. Modifications and Waivers.** Modifications of this Agreement shall not be effective unless agreed to in writing by both Parties in an amendment to this Agreement. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change. The Parties also acknowledge that this Agreement is subject to such modifications as may be required by changes in Federal or state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein. Waiver of any breach of a provision, or requirement of this Agreement or any right or remedy hereunder shall not be construed or deemed as a waiver of any subsequent breach of such provision or requirement, or of any

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other provision or requirement.

- 16. Severability.** Any provision of this Agreement that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- 17. Third Party Beneficiaries.** Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties and not to any third party. Any services or benefits which third parties receive as a result of this Agreement do not create any rights for such third parties.
- 18. Notices.** Notices shall, unless otherwise specified herein, be in writing. Notice by e-mail or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day of receiving Party, and otherwise shall be effective at the close of business on the next business day. Notice by United States mail shall be effective upon physical receipt, and notice by overnight courier service shall be effective upon the next business day.

If to Guild, to both email addresses:

Guild Education, Inc.
Republic Plaza, 370 17th Street #3600
Denver CO 80202
Attn: Academic Partnerships
E-mail: edpartners@guidedducation.com

With a copy to:

Guild Education, Inc.
Republic Plaza, 370 17th Street #3600
Denver CO 80202 Attn: Legal Department
E-mail: legal@guidedducation.com

If to University, to:

Thomas Cavanagh, Ph.D.
Vice Provost for Digital Learning
UCF Center for Distributed Learning Partnership II
3100 Technology Parkway
Ste. 234
Orlando, FL 32826
Phone: [\(407\) 823-4910](tel:(407)823-4910)
Fax: (407) 823-1185
E-mail: cdl@ucf.edu

A Party may change its addresses by providing notice of the same in accordance herewith.

- 19. Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced according to the laws of the State of Florida, excluding its conflict of laws or provisions which would require the application of the laws of another jurisdiction. Nothing in this Agreement (a) denies the University any remedy or defense available under the laws of the State of Florida; (b) constitutes consent by the University or State of Florida or its agents and agencies to be sued; or (c) constitutes a waiver of sovereign immunity of the University or the State of Florida beyond the limited waiver provided in Section 768.28 Florida Statutes and related case law. Any action arising under this Agreement shall only be brought in a court of competent jurisdiction located in

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Orange County, Florida.

20. Counterparts. This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date, and the persons executing this Agreement for and on behalf of the Parties hereto represent that they are fully authorized to do so for and on behalf of their respective Parties and that they have read, understood and agreed to the terms and conditions of this Agreement.

Guild Education, Inc.

Rachel R. Carlson

By:

Signed: Wednesday, May 22, 2019
Rachel Carlson, CEO

University of Central Florida

Elizabeth A. Dooley

By:

Signed: Wednesday, May 22, 2019
Elizabeth A. Dooley, Ed.D.

Provost and Vice President for Academic Affairs

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SCHEDULE 1.1
Scope and University Programs

All capitalized terms used herein but undefined shall have the meaning assigned to them in the Agreement.

- 1. Scope of this Agreement:** § 815.045 Fla. Stat. (Trade Secret)

[REDACTED]

"Florida residents only" shall be defined by the state residency requirements specified in Florida Statute 1009.21.

* [REDACTED] § 815.045 Fla. Stat. (Trade Secret)

- 2. University Education Programs:** During the term of the Agreement, University will offer to E4E Employers through Guild "University Education Programs," which includes mutually-agreed upon graduate and undergraduate degree and certificate programs offered by University. Each E4E Employer will determine which University Education Programs will be offered to E4E Employees with the employer's tuition assistance. The University Education Programs may be changed from year to year by the University in its sole discretion, but any E4E Student who begins a University Education Program shall be permitted to finish the University Education Program in accordance with University policies and procedures, regardless of whether the University Education Program may be discontinued with respect to new students.

The price of any program will be that published by the university, recognizing that different programs and offerings have different prices. The UCF Online tuition and fee schedule differs from the face-to-face and blended tuition and fee schedule. Students who are not enrolled in an official UCF Online program taking online courses will pay the published campus-based tuition and fees.

University Education Programs are described on the University's website at: <https://www.ucf.edu/academics/>

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SCHEDULE 1.2 **Guild and University Services**

All capitalized terms used herein but undefined shall have the meaning assigned to them in the Agreement.

Except as otherwise mutually agreed by the Parties, the following processes and terms shall apply to the Guild Services.

1. The Parties agree and acknowledge that Guild collaborates with a portfolio of higher education institutions to serve employers participating in the E4E Program. Accordingly, both Parties agree and acknowledge that E4E Employers shall not be exclusive to the University. Guild acknowledges that the University may develop or has existing corporate relationships with E4E Employers, and may develop or has existing academic and Program relationships with E4E Students, which the Parties agree does not conflict with University's obligations pursuant to this Agreement, as long as the University takes no action to circumvent the E4E Program with respect to a specific E4E Employer.

2. Marketing and Student Recruitment:

Guild will:

- Supplement the University's marketing efforts by marketing the availability of University Education Programs, through the E4E Program, to E4E Employees, and informing E4E Employees of application procedures and general criteria for enrollment at University through email, web pages, phone calls, conversations, and other outreach opportunities.

The Parties will:

- Collaborate on the enrollment tasks set forth in this Schedule 1.2.
- Share data, as set forth on Schedule 4, that supports both Parties in the recruiting and enrollment process.
- Place links to the other Party's web page from each Party's hosted web pages as mutually agreed.

3. Pre-Enrollment and Assessment:

Guild will:

- Work with E4E Employers to conduct pre-enrollment support services for each E4E Student. In accordance with applicable law and regulatory requirements, Guild will work directly with E4E Employees on pre-enrollment processes and offerings including but not limited to screening, academic assessment, counseling and referrals for GED and/or remedial class experiences, review of the University as the higher education provider, based on readiness and fit, and ongoing support in preparation for degree programs.
- Work with E4E Employees and E4E Employers to design appropriate University degree plans and to assess an E4E Employee's goals, skills, personal and professional strengths, personal finances, career plans, workforce development training, prior learning and previous University credit.

4. Enrollment Assistance:

Guild will:

- Support E4E Employers and E4E Employees in the University application process, with information sessions, individual Q&As, as well as clarification on process and procedures.
- Require its representatives to be knowledgeable of University stated admissions criteria set forth in University policies.

University will:

- Make all admissions decisions based on its published admissions standards in a timely manner, in accordance with established University procedures.
- Be solely responsible for all academic and administrative decisions, including without limitation awarding credits and degrees to E4E Students, and applying and enforcing its policies and procedures.

5. Employer Tuition Assistance and Financial Aid Programs:

Guild will:

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- Provide University a detailed overview of E4E Employer's tuition assistance policy.
- Coordinate, expedite, and ensure payments by E4E Employers to University on behalf of E4E Students as outlined in Schedule 2.

University will:

- Be solely responsible for the administration of financial aid programs applicable to E4E Students, and will process E4E Student applications for such aid in a timely manner and in accordance with federal and state regulatory requirements. University is responsible for the provision of federal financial aid award information directly to E4E Students and sharing this financial aid award information with Guild Education, including information regarding financial aid awards to E4E Students that when received by University will serve to offset portions of tuition payments due to University from E4E Employers.

6. Student Support:

Guild will:

- [REDACTED] § 815.045 Fla. Stat. (Trade Secret)

- Share information about its academic coaching and advising processes with University.

The Parties will:

- Share coaching best practices and relevant peer performance data with one another to enhance student outcomes subject to the requirements of applicable laws and regulations including, but not limited to, FERPA (See Schedule 3).

University will:

- Provide its standard academic advising under this Agreement.

7. Program and Student Evaluation:

University shall oversee academic evaluation for all enrolled E4E students, utilizing its own data, consistent with its accrediting agency standards and any University and governmental requirements. University shall at its sole discretion determine satisfaction of University degree requirements, transcript grades, and confer all degrees.

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SCHEDULE 2 **Payment**

All capitalized terms used herein but undefined shall have the meaning assigned to them in the Agreement.

University shall establish the tuition and fees for University Education Programs. The Parties acknowledge and agree that any and all fees charged to E4E Students enrolled in University Education Programs shall be generally applicable student fees that are charged to all University students and unrelated to the E4E Program.

1. Payments by University under the Program

§ 815.045 Fla. Stat. (Trade Secret)



2. E4E Employer Tuition Assistance Facilitation:

- a. *Payment Administrator Designation:* An E4E Employer may designate Guild as its administrator of its respective Tuition Assistance program, for purposes of confirming individual student eligibility and facilitating direct tuition payments on behalf of E4E Students. Guild represents that E4E Employers have acknowledged in writing to Guild that by designating Guild as an administrator, University may rely on the data provided by Guild as evidence of an E4E Student's eligibility status to receive E4E Employer benefits, and accordingly, that the E4E Employer further commits to paying Guild in a timely manner the outstanding tuition balance and other qualified fees and costs assessed by the University to the extent such fees are covered pursuant to the terms of the E4E Employer's tuition assistance program for the applicable academic term, net of any applicable financial aid funds that the E4E Student has received and paid to University, and Guild commits to paying to University such amounts received from E4E Employers in a timely manner as required by this Agreement.
- b. *Eligibility Validation:* University shall provide to Guild the data necessary to confirm which E4E Students are registered for courses for each new term. Prior to the established University add/drop date, Guild will be responsible for providing written confirmation to University as to (i) whether an E4E Employee qualifies for the E4E Employer's tuition assistance benefit; (ii) the amount available for tuition assistance including any restrictions.
- c. *Tuition/Fees Payment Process:* No later than 30 days after the conclusion of any University academic term, University shall provide to Guild the data necessary (as set forth in Schedule 4), along with invoice(s), to facilitate payments from the E4E Employer to University in accordance with Guild's administration of the E4E Employer's tuition assistance program. Guild will review and aggregate tuition/fee costs and coordinate with respective E4E Employers to enable Guild to make payment to the University within 45 days of accurate and complete data/invoice receipt (but in all events, only after receipt by Guild of the applicable funds from the applicable E4E Employer), even if that invoice is prior to the end of an academic term. Questions or reconciliations will go through a mutually agreed upon exceptions path to be defined between Guild and the University. Payment reconciliations, including any return of funds due to an E4E Employer as a result of any overpayments, will be coordinated back through Guild on behalf of the respective E4E Employers for data and tax tracking.

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SCHEDULE 3
Family Educational Rights and Privacy Act ("FERPA") and Program Integrity Regulations

All capitalized terms used herein but undefined shall have the meaning assigned to them in the Agreement.

"Personal Information" means non-public personal information that could be used, either directly or indirectly, to identify a person, and shall include education records, as that term is defined by the Family Educational Rights and Privacy Act, 34 C.F.R. § 99.3.

Compliance with FERPA

1. In order to perform their respective obligations under the Agreement, the Parties will need to exchange Personal Information about students in a timely manner. The Parties shall protect the Personal Information of students consistent with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g (and implementing regulations), as applicable, and other applicable privacy laws including without limitation Section 1006.52, F.S., in carrying out all of their respective obligations under the Agreement. Guild shall obtain, for itself and on behalf of University, written consent from E4E Students, in accordance with FERPA, to share information between and among University, Guild, and the E4E Student's E4E Employer and shall provide copies of the written consent to University as soon as technologically possible, but not later than December 31, 2019, and in any event Guild shall immediately provide to University notification and copies of any revocations of such consent, for each E4E Student.
2. To the extent that Guild is performing a service for which the University would otherwise use employees and shall have access to University "education records" and "applicant records" under the Agreement, University acknowledges and agrees that Guild is deemed a "school official," as each of these terms is defined under FERPA and under 33 C.F.R. Section 99.31(a)(1)(i)(B) so that Guild may have access to student data solely to the extent necessary for Guild to perform its obligations under the Agreement. As such, University shall have direct control over Guild's use and maintenance of education and applicant records provided by University to Guild, and Guild shall comply with all instructions from University with respect to such education and applicant records, in addition to complying with the requirements of the Agreement. Guild acknowledges that it is subject to the requirements of 34 CFR § 99.33(a) and (b) governing the use and redisclosure of such records, including to subcontractors.
3. Except as required or permitted by the Agreement, as required by law, or as authorized by University or by E4E Students in writing, Guild agrees that it shall not use Personal Information about students for any purpose other than in connection with the performance of Guild's obligations under the Agreement. Except as required or permitted by the Agreement, or as required by law, or permitted by FERPA and/or Section 1006.52, F.S. or with the written consent of an E4E Student, Guild shall not disclose or share Personal Information about students with any third party except that to the extent that it may be done in compliance with FERPA and/or Section 1006.52, F.S.
4. Each Party agrees to maintain commercially reasonable measures to protect the confidentiality and security of Personal Information, and shall require its respective subcontractors to maintain commercially reasonable security measures to protect such Personal Information. Each Party certifies that it has and shall ensure its personnel have implemented and will maintain an effective information security program to protect

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Personal Information , which program includes commercially reasonable administrative, technical and physical safeguards and written policies and procedures to (a) insure the security and confidentiality of such Personal Information; (b) protect against any anticipated threats or hazards to the security or integrity of such Personal Information; and (c) protect against unauthorized access to or use of such Personal Information that could result in harm or inconvenience to the Parties or any of their students, faculty, staff or administrators.

5. Each Party shall, within twenty-four (24) hours of discovery, report to the other Party any breach or compromise of the security, confidentiality or integrity of (i) Personal Information in its possession that is owned by the other Party, regardless of whether such Personal Information is covered by applicable security breach notification laws, or was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, or (ii) any systems, networks, computers or applications used in the provision of services under the Agreement. Each Party agrees to reasonably cooperate with the other Party to investigate any such incident, and will provide to the other Party all information reasonably requested that is necessary for the other Party to take appropriate action in response to the incident. To the extent that the breach of Personal Information resulted from negligent or intentional acts or omissions of a Party, that Party shall be responsible for all costs reasonably incurred by the other Party in connection with the breach, including any cost of notification or remediation activities.
6. Except as otherwise provided or agreed to by the Parties, upon termination or expiration of the Agreement, or upon University's reasonable request, Guild shall return all Personal Information held by Guild or a subcontractor to Guild within thirty (30) days, or, if agreed to by University in writing, destroy any and all copies of such Personal Information within this time frame. Guild shall certify in writing within twenty (20) days that all copies of the Personal Information have been returned or permanently destroyed. Notwithstanding the foregoing, Guild shall be permitted to retain certain Personal Information about a student or alumnus if Guild obtains the student's or alumnus' consent to retain the Personal Information, which may include portions of a student or alumnus' education record.

Compliance with Program Integrity Regulations

1. Incentive Compensation. Guild acknowledges and agrees that it is familiar with laws, regulations, and guidance regarding the incentive compensation of persons engaged in student recruiting activities by or on behalf of postsecondary educational institutions, including without limitation those set forth in the Higher Education Act at 20 U.S.C. Section 1094(a)(20) and subsequent codes; in regulations promulgated by the U.S. Department of Education at 34 C.F.R. Section 668.14(b)(22), and any successor code or regulation; and Dear Colleague Letters. The payment provisions in this Agreement are intended to comply with such laws, regulations, and guidance. In the event of a change in the law or guidance that renders the payment provision in this Agreement unenforceable, the Parties will mutually agree on an alternative payment structure with similar economics that complies with the new law or guidance, and such a change in the law will not automatically void this Agreement. Guild will compensate its employees, subcontractors, agents, and third party vendors who provide any services in connection with this Agreement in compliance with such incentive compensation laws. Under no circumstances may employees of Guild or University receive prohibited compensation payments based on the success of securing enrollments or financial aid awards. Such payments would include any gifts, bonuses, award, and salary adjustments, including any payments or things of value based in any part, directly or indirectly, on the success of securing enrollments or financial aid. It is understood and agreed that this Agreement does not purport to render Guild a Third Party Servicer as that term is defined at 34 CFR 668.25. Guild will not be reported or characterized as such, and Partner shall not undertake any work pursuant to this Agreement inconsistent with this provision.
2. No Misrepresentation. Guild acknowledges and agrees that no misrepresentation shall be made to a Participant, student, or prospective student, any member of the public, any accrediting agency, any state agency or the U.S. Department of Education concerning University's programs, the cost of its educational programs, the availability of financial assistance, the employability of graduates, the transferability of credits, or its

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relationship with the U.S. Department of Education. Guild acknowledges and agrees that neither it nor any of its employees, officers, directors or agents shall make any misrepresentation or false, misleading or erroneous statement about any aspect of University or its educational programs. Guild agrees that University shall preapprove all program information, promotional and marketing information, financial aid information, or other information provided to others which purports to represent information about University programs, or any of its related services including financial aid administration, transferability of credits, costs, employment of graduates, or its relationship with the U.S. Department of Education.

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SCHEDULE 4

Data Sharing

The Parties agree to share data (each Party represents and warrants to the other that it has all necessary authority and right to share the data to be shared by it under this Agreement) necessary to facilitate the services outlined in **Schedule 1**, as follows:

1. University shall provide Guild with access on a cadence, as specified by Guild and agreed to by University and variable by file type, to the following information:

- [REDACTED] **§ 815.045 Fla. Stat. (Trade Secret)**
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]

2. Guild will provide University with access on a cadence, as specified by Guild and agreed to by University, to the following information:

- [REDACTED] **§ 815.045 Fla. Stat. (Trade Secret)**
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]

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- [REDACTED] **§ 815.045 Fla. Stat. (Trade Secret)** [REDACTED]

3. With regards to the transmission of information set forth above (and as that list may be expanded or supplemented over time):

- Guild and University shall exchange all such information through secured methods of transmission such as Guild's SFTP (which shall be the default preferred method, where it is applicable, unless otherwise specified by and acceptable to Guild) or other mutually agreed method that ensures an automated and secured transmission process.
- University will establish a direct technical point of contact to liaison with Guild on all matters related to such information transmissions.
- All data will be shared via Guild defined CSV files shared via the secure transmission method agreed above or via a future secure Guild interface, until redefined.
- To the extent that University uses any API(s) for such information transmissions with Guild, University will provide Guild with a minimum of 90 days advance notice of any changes to such APIs and will work with Guild to ensure that such changes do not in any way disrupt the exchange of information.
- To the extent that University uses any API(s) for such information transmissions with Guild, University will maintain the functioning and availability of such API(s) at a 99.5% level per calendar quarter.
- Guild and University shall exchange all such information through standard and agreed to file formats.
- To the extent that University uses any API(s) for such information transmissions with Guild, Guild and University shall each keep the other party's API keys secret and secure.

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SCHEDULE 5
Non-Circumvention

All capitalized terms used herein but undefined shall have the meaning assigned to them in the Agreement.

During the term of this Agreement, University shall not enter into any other agreement, transaction, or arrangement with Disney which is substantially similar to the Disney ASPIRE Program as implemented through Guild with University herein, recognizing the provision stated in Schedule 1.2 (1) that University has existing programmatic relationships with Disney that will be permitted under this Agreement in their current form.

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SCHEDULE 6
Secure Handling of UCF Data
Addendum

Definition

"Received Data" means any Confidential Information or Personal Information received by one party from the other party under the Agreement.

"E4E" refers to Education for Employment, a program of services developed by Guild Education, Inc., which is further described in the parties' Agreement.

1 Security Controls

1.1 Network Security: Each party agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise, each party agrees to maintain network security that conforms to the current standards set forth and maintained by the National Institute of Standards and Technology or other generally recognized comparable standard (e.g., ISO/IEC 27001, ISA 62443, COBIT 5, CCS CSC, SANS, PCI-DSS, etc.)

1.2 Risk Assessments: Each party agrees to conduct a formal penetration test at least once a year. A penetration test is here defined as "the process of using approved, qualified personnel to conduct real-world attacks against a system so as to identify and correct security weaknesses before they are discovered and exploited by others." Each party further agrees to perform vulnerability assessments at least on a quarterly basis.

1.3 Security Practices: Guild has completed University's standard data handling questionnaire, which gives a comprehensive overview of Guild's current security practices. University can periodically request an updated questionnaire to determine Guild's current security practices.

1.4 Business Continuity Plan: Each party agrees to present and maintain a business continuity plan with detailed recovery procedures and manual workarounds in the event of a disaster. The plans will include emergency and contingency plans for the facilities in which information systems that process Received Information are located. Each party's redundant storage and its procedures for recovering data shall serve to reconstruct Received Information in its original or last-replicated state from before the time it was lost or destroyed.

1.5 Cybersecurity Insurance: Each party agrees to maintain, at all times during the term of this Agreement, a comprehensive program of risk mitigation and cyber liability insurance. Each party shall have the right to request copies of such certificates of insurance and/or other evidence of the adequacy of the above insurance coverage from the other party.

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2 Data Protection

2.1 Data Security: Each party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures based on the latest industry security standards and best practices and in accordance with all applicable law, to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of the other party or its students.

2.2 Data Encryption: Each party agrees to encrypt all Received Information, either in transit or at rest, using 128 bit key AES encryption or better. This includes any backup data as part of its backup and recovery processes. Each party agrees that any and all transmission or exchange of Received Information, whether between parties or other vendors, subcontractors, or other interested third parties as defined by Section 3.4 below and/or any other transaction involving Received Information shall take place via secure means, e.g. TLS protocol via HTTPS or Secure FTP.

2.3 Data Storage: Each party shall adopt a policy that includes the following:

- a. Any and all Received Information will be stored, processed, and maintained solely on designated target servers within the United States of America.
- b. Each party will take necessary precautions to secure Received Information and limit access by its employees and subcontractors to those with a need to access such Received Information.
- c. Each party agrees that any portable or laptop computing devices that process or receive Received Information will employ full-disk encryption as agreed in 2.2 above.

2.4 Data Separation: Each party agrees that the other party's Received Information will be separated, either through physical or logical means, from other tenants in its infrastructure.

2.5 Audit Trail: Each party must log access and use of systems containing Received Information, registering the access ID, time, authorization granted or denied, and relevant activity.

3 Data Stewardship

3.1 Data Ownership: Guild may provide University with information and data (including data from E4E Employers and E4E Students, collectively, the "**Guild Information**"), either directly or indirectly. University may retain, copy, transmit, and use the Guild Information to the extent necessary for University to facilitate the interactions identified under the Agreement.

University may provide Guild with information and data (collectively, the "**University Information**"), either directly or indirectly. Guild acknowledges that University Information remains the property of UCF and that UCF retains at all times the sole intellectual property ownership of University Information except as set forth specifically in a written agreement between the parties. Notwithstanding the foregoing, Guild may retain, copy, transmit, and use the University Information to the extent necessary for Guild to perform the services and facilitate the interactions identified under the Agreement (including for purposes of facilitating student interactions with E4E Employers and each student's experience within the Guild network (whether or not involving University)). Guild is responsible for securing written permission from each individual student, authorizing such usage.

Guild may also prepare anonymized derivative works of the University Information for product and services improvement and development, production support and planning, and general research and analytical purposes (collectively, the "**Derivative Works**") which Guild may share with its affiliates (including any successor in interest to Guild or a Guild affiliate), shall retain all rights to such derivative works and may also share such derivative works with unaffiliated third parties, so long as the data shared does not identify University or its students, faculty and staff.

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3.2 Data Use: Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the agreement (including the provisions of Section 3.1 above) between UCF and Vendor. Data shall not be distributed, repurposed or shared across other business units of Vendor or with third parties, except as set forth herein or in a written agreement between the parties.

3.3 Data Location: Each party agrees that no data of the other party will be outsourced or housed outside the United States of America without prior authorization.

3.4 Data Redistribution: Each party agrees that all vendors, subcontractors, or other interested third parties used by that party that process or receive data of the other party will be contractually held to standards no less rigorous than those outlined in this Agreement. Guild shall provide notification of any changes to the group of E4E employers that have employees that will apply to University.

3.5 Legal Requests: If required by law or a court of competent jurisdiction or an administrative body to disclose the data of the other party, a party will notify the other party in writing within two (2) days prior to any such disclosure in order to give an opportunity to oppose any such disclosure.

3.6 End of Agreement Data Handling: At the end of its data retention period, each party will erase, anonymize, destroy, or render unreadable all data of the other party according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed.

3.7 Data Breach: Each party shall notify the other party in writing upon learning of any actual or suspected breach or compromise of the confidentiality, integrity, or availability of Confidential Information or Personal Information shared under this Agreement (collectively, a "Security Incident"). Each party agrees to:

- a. Provide notification as soon as practicable, but no later than 48 hours after a party becomes aware of the actual or suspected Security Incident. University should be contacted via email to University's Security Incident Response Team (sirt@ucf.edu).
- b. Each party shall cooperate fully with the other party to investigate the Security Incident and mitigate and remediate the adverse effects of any such Security Incident and will share all information reasonably requested to be shared that is necessary to take appropriate action in response to the Security Incident.
- c. The parties will cooperate in any litigation or other formal action deemed reasonably necessary by a party to protect their rights.
- d. The parties will cooperate in good faith to determine: (1) whether notice of the Security Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law, regulation; and (2) the contents of any notice, whether any type of remediation may be offered to affected individuals, and the nature and extent of such remediation.
- e. Each party agrees to reimburse the other party for actual costs (including all costs of notice and/or remediation) incurred by the other party in responding to, and mitigating damages caused by any Security Incident, to the extent that the Security Incident relates to the collection, maintenance, use, storage, processing, or transfer of Confidential Information or Personal Information by or on behalf of the reimbursing party.
- f. The parties shall provide reasonable mutual assistance and support in the event of an investigation by a data protection regulator or any other governmental authority, if and to the extent that such investigation related to the collection, maintenance, use, storage, processing, or transfer of Confidential Information or Personal Information by or on behalf of a party hereto.

4 Compliance

4.1 Data Classification Addendum: Each party agrees to abide by all legal and regulatory compliance requirements that apply due to the nature of the data being shared (e.g., FERPA)

4.2 FERPA Regulations: FERPA is addressed in Schedule 3 of the Agreement.

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**First Amendment to Collaboration Agreement between
University of Central Florida and Guild Education**

This Amendment ("Amendment") to the Collaboration Agreement (the "Agreement") between University of Central Florida **Board of Trustees** ("University") and Guild Education, Inc. ("Guild"), dated April 20, 2019, is entered into effective as of the 30th day of September, 2019. Unless expressly amended by this Amendment, all provisions of the Agreement remain in full force and effect. Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

WHEREAS, University and Guild previously entered into the Agreement;

WHEREAS, the parties wish to amend the Agreement as more specifically set forth below.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

- 1) **Expansion of Agreement Scope.** [REDACTED] § 815.045 Fla. Stat. (Trade Secret)

[REDACTED]

- 2) **Payments by University under the Program.** [REDACTED] § 815.045 Fla. Stat. (Trade Secret)

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

- 3) **Additional InfoSec requirements.** The attached Schedule 7 is hereby made part of the Agreement.
- 4) **Agreement Terms Unchanged.** No terms or conditions of the Agreement, other than the amended terms set forth in this Amendment, are changed by this Amendment. Terms not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amendment effective upon the day first above written. The persons executing this Amendment for and on behalf of the parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals.

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Guild Education, Inc.

Rachel Carlson

By: Signed: Sunday, September 29, 2019

Rachel Carlson, CEO

University of Central Florida Board of Trustees

Elizabeth A. Dooley

By: Signed: Thursday, September 26, 2019

Printed Name: Elizabeth A. Dooley, Ed.D.

Title: Provost and Vice President for Academic Affairs

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SCHEDULE 7
Data Sharing and Information Security

I. Information Security Requirements

"Protected Information" means personally identifiable information regarding students, and any other information the disclosure of which is regulated by law, including without limitation "student education records" under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g) and the regulations adopted thereunder (34 C.F.R. §99).

Guild and University shall transmit files containing Protected Information (including by not limited to data files, pdf, excel, etc.) via secure means such as SFTP or secure portals with GPG encryption. These provisions are applicable to any data transmissions, data systems and devices that transmit, store, or access data transferred between Guild and University.

1. Each party, its employees, subcontractors and agents shall:
 - 1.1. Maintain secure network connections while transferring student data by utilizing industry standard encryption technology and protocols, including without limitation, the following:
 - (a) Utilize cryptographic protocols, such as, at a minimum, the then-current version of Transport Layer Security ("TLS") (version 1.2 or such other subsequent version), to secure all communications; and
 - (b) Perform server verification to verify the identity of a server before establishing a connection with such server.
 - 1.2. Store all student data, without regard to the device or other media on which such student data is stored, securely in an encrypted format utilizing industry standard encryption technology, with a minimum of AES-128 encryption, and otherwise in accordance with applicable laws.
 - 1.3. Utilize security key management and other measures to ensure that encrypted student data is not lost or irretrievable should the encryption keys become unavailable.
 - 1.4. Ensure that all inbound and outbound remote access, or any file transfers utilize an end-to-end encryption method acceptable to the other party.
 - 1.5. Utilize an approved remote access solution when accessing the other party's computer systems.
 - 1.6. Maintain a firewall at all logical demilitarized zones and Internet connection points, with access control restricted to that required for authorized use of University systems and applications.
 - 1.7. Prevent possible bridging of computer systems with non-party networks. This includes the prevention of physical or logical connectivity from computer systems to non-party networks (e.g., the Internet) while simultaneously connected to the other party's computer systems (e.g., "split tunneling" VPNs).
 - 1.8. Allow only personnel who have been authorized by the other party to access the other party's computer systems and ensure that such access is restricted to the specific individuals and locations that have been authorized by the other party under this Agreement.

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- 1.9. Provide physical security to prevent unauthorized access to any device used to access the other party's computer systems or systems that process student data.
- 1.10. Ensure that all remote personal computing systems, workstations and laptops that access the other party's computer systems or process student data have functional and current antivirus and firewall software installed and have industry standard security patches applied.
- 1.11. Upon reasonable notice to the other party and during normal business hours, allow a party or an approved auditing entity to periodically verify that the other party is in compliance with the terms of this exhibit. Depending on the sensitivity and criticality of the services or data provided, the verifying entity shall have the option of commissioning or requesting a review of the other party's internal control structure and business continuity plans.
- 1.12. At all times maintain and utilize measures to ensure the ongoing security, confidentiality, integrity and availability of systems and services.
- 1.13. At all times maintain and utilize measures to ensure the ability to restore the availability of and access to student data in a timely manner in the event of a physical or technical incident.
- 1.14. At all times maintain and utilize a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of student data.
- 1.15. Use industry standard practices to ensure secure production, deployment and maintenance of any code utilized for any software to be developed in connection with the Services.
- 1.16. Perform vulnerability scanning and penetration tests over relevant technology used to transmit, process or store student data, on the cadence as agreed to in Section 1.2 of Schedule 6 of the Collaboration Agreement, and promptly for both following any material change. With respect to each vulnerability scan and penetration test performed: (a) conduct, or commission the performance of: (i) a vulnerability scan on all servers or databases that process student data, (ii) static and, if and as necessary, dynamic software application penetration tests, and (iii) a network vulnerability scan and penetration test on any relevant network(s); (b) promptly remediate any high or medium vulnerabilities or remediate any high and medium vulnerabilities pursuant to a remediation plan that can be shared with the other Party upon request; (c) remediate any critical vulnerabilities, including zero-day exploits, within 48 hours, if possible, of availability of a fix, solution or workaround becoming available (or if not possible within 48 hours, consistent with organization's change management and patching standards), or implement mitigating controls to reduce any associated risk arising out of such vulnerabilities until a fix, solution or workaround becomes available. Upon request, provide executive summaries of the most recent vulnerability scan result and the most recent penetration test result, within 15 business days of written request thereof. The results shall be provided in such detail as will be reasonably necessary to allow an informed judgment as to the conformance with the security requirements set forth in this Agreement.
- 1.17. Routinely gather information from appropriate server hardware, peripheral, or operating system vendors regarding the availability of defect patches or fixes, at least once every 90 days, and expedite the application of any such patches or fixes.
- 1.18. Perform routine monitoring of the relevant technology used to transmit, process or store student data for local vulnerabilities and promptly (a) take corrective action to remediate such vulnerabilities, and (b) upon request, provide the other party with summaries, reports, or other information regarding such vulnerabilities and corrective actions.

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- 1.19. Enable system and end-user logging on all systems that process student data. Logging information shall be made available upon request, on an as-needed basis, within a specified window of time.
 - 1.20. Each party shall promptly disable all user accounts when a user no longer requires access to such account. Each party will notify the other party promptly to disable user accounts under the control of that party when a user no longer requires access to such account.
 - 1.21. Each party's third party payment processor shall retain audit records/log files associated with the provided service for the legally required time period . Each party shall retain Payment Card Industry ("PCI") audit records for the legally required time period.
 - 1.22. Each party shall develop, implement and maintain a documented incident response plan, and shall review, test, and make appropriate improvements to such documented incident response plan at least annually.
 - 1.23. Each party shall not use digital forensic, anti-forensic tools and other security tools within or against the other party's computer systems without prior written authorization.
2. Each party must further ensure that all of its employees, subcontractors or agents with any access to any of the other party's computer systems comply with the following procedures with respect to those systems and that access:
 - 2.1. Sign an appropriate agreement with the Party employing that individual that acknowledges security requirements that support the obligations contained in this exhibit prior to gaining access.
 - 2.2. Not attempt unauthorized access to any computer system, device or asset, including program and data files.
 - 2.3. Not attempt to connect any network, computer system, device, site or asset to the computer system without explicit authorization.
 - 2.4. Not attempt to access any computer system, or any device or site from any unauthorized device, location, or software.
 - 2.5. Not attempt to remove, copy, compromise or replace system files or processes on any computer system unless authorized by the project manager of the other party.
 - 2.6. Not attempt to install software or hardware on any computer system unless authorized by the other party's information technology team.
 - 2.7. Any data, software, hardware or other material, equipment or property, including CDs, DVDs, USB flash drives, keys, identification badges, mobile phones, computers, tablet devices, documentation, computer files or any other such material, owned, leased or operated that has been provided in order to provide services must be returned at the termination of the relationship with the other party or following the expiration of the pertinent records retention period, whichever is longer.
3. Each party certifies and represents that, to the best of a party's knowledge, its data privacy and information security policies, procedures, and practices comply with all applicable local, state, federal, and international privacy, data security, and data protection statutes, directives, and regulations, including but not limited to the Family Educational Rights and Privacy Act. In the event

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of a conflict between international privacy, data security, and data protection statutes, directives, and regulations and US federal and Florida state law, UCF will comply with US federal and Florida state law.

4. Each party will fully cooperate with the other party in conducting security reviews to ensure compliance with any and all of the provisions set forth in this Schedule 7, at the request of that party.

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