

CONFIDENTIAL

SERVICES AGREEMENT

Dated: May 4, 2018

PARTIES

- (1) **Trilogy Education Services, Inc.**, a Delaware corporation with an office at 31 E 32nd Street, #1202, New York, New York, 10016 ("**TES**"); and
- (2) **The Board of Regents of the University System, operating as the University of Wisconsin-Extension**, an outreach arm of the University of Wisconsin System with an office at 5602 Research Park Blvd., Suite 300, Madison, WI 53719 ("**UW-EX**" and together with TES, the "**Parties**" and each, individually, a "**Party**").

RECITALS

- (A) TES specializes in the development and instruction of skills based courses, including coding and data curriculum relevant to careers in the digital economy.
- (B) UW-EX, a state licensed postsecondary institution, desires to offer to the public a non-credit, non-degree, continuing education programs (i) in a classroom-based environment supported by video content at UW-EX facilities, (ii) online, or (iii) via hybrid delivery methodology (each, a "**Program**"). During the course design phase, the Parties will agree on the Program(s) to be offered and the delivery methodology for each Program.
- (C) To provide such Program, UW-EX desires to utilize a turnkey package of services offered by TES including curriculum, instruction, student recruitment and admissions, student billing, and career counseling services.
- (D) This Services Agreement ("**Agreement**") defines the terms of agreement pursuant to which the Parties shall cooperate in enabling UW-EX to offer the Program. As specified below, each Party will dedicate the appropriate resources required to meet the deadlines and obligations defined in this Agreement.

1. TERM

1.1. Subject to Section 11, the initial term of this Agreement is for a term of three (3) years from the date of execution; provided, however, that the initial and any renewal term shall be extended for a period of time during which any Program cohort is in session such that this Agreement will terminate no sooner than the last students enrolled in all Program cohorts have graduated or withdrawn from the Program.

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1.2. After the initial term, the Agreement shall renew for successive periods of three (3) years unless either Party provides notice of non-renewal at least one hundred and eighty (180) days prior to the end of any term or renewal term, or the Agreement is terminated pursuant to Section 11.

2. LAUNCH TIMEFRAME

2.1. The Parties shall make best efforts to initiate a sales and marketing launch in June 2018, with the first Program cohort to start in September 2018. The first Program cohort shall consist of one class of approximately twenty-five (25) students, but can be expanded to two classes if enrollment demand permits.

3. STRUCTURE OF THE PROGRAM

3.1. The Program shall be conducted in TES' Live Online format with the Program offered online. The face-to-face portions, if any, will be conducted in facilities supplied by UW-EX. The Program may include portions that are video-based and include pre-work, supplemental material, and captured lectures from class, but any such video-based Program component shall only replace face-to-face classroom time if and to the extent mutually agreed. Additional details of the Program shall be agreed in the course design phase.

3.2. The Parties agree that the initial location for the quarterly hiring events will be in Milwaukee and/or Madison, Wisconsin or those areas targeted in the parties' marketing efforts. For such Program-related events, UW-EX shall provide security and other building services similar to those provided to other UW-EX events. Further, UW-EX will ensure that the location is properly equipped for the intended use.

3.3. The Parties agree to a minimum of four (4) Program cohorts per 12-month period year during the initial term with starts on a quarterly basis. Additional Program cohorts may be offered during the initial term or the renewal term based on demand.

3.4. The Parties agree that the services of TES are being utilized to enable UW-EX to offer the Program and that students enrolled in the Program will be presented with an enrollment agreement the content of which is mutually agreed upon by the Parties.

3.5. If the Program is successful, the Parties anticipate future cooperation in the development and offering of other programs, however, the content and timing of offering such additional programs will be based on separate written agreement signed by both Parties. TES proposes the following potential additional (blended online and on campus) programs be offered:

- (a) Part-time or full-time coding boot camp (250 hours +/-);
- (b) Part-time or full-time Data Analytics boot camp (250 hours +/-);
- (c) Part-time or full time UX/UI; and
- (d) Additional part-time programs (i.e., Cybersecurity, IT Project Management, etc.) based on demand.

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4. TES'S OBLIGATIONS

4.1. TES shall be responsible for generating all enrollments for the Program based on criteria mutually agreed between TES and UW-EX, however, as noted in Section 5, UW-EX shall support the Program with standard UW-EX levels of marketing and publicity, reasonably similar to that currently provided for other similar non-credit, non-degree University of Wisconsin-Extension (UW-EX) programs.

4.2. TES shall be responsible for independently marketing the Program utilizing the UW-EX's brand. TES agrees that any use of UW-EX's brand will be subject to UW-EX's prior approval and such restrictions on the use of said brand as UW-EX in its sole discretion may determine which will include a limited, non-transferable license on terms and conditions established by UW-EX. TES shall own all marketing materials, the ownership and use of which shall be subject to UW-EX's license set forth herein. Parties agree that the Program shall be marketed by UW-EX and TES utilizing UW-EX brand and that TES shall be referred to in all marketing and publicity as a partner of or service provider to UW-EX but not the primary Program provider.

4.3. TES agrees to share with UW-EX all leads for the Program that are generated during the recruiting cycle of each cohort.

4.4. TES will select instructors who will be presented to UW-EX for evaluation and approval. Instructors shall be subject to background checks in accordance with UW-EX policy. Instructors are subject to UW-EX approval for any teaching, in any format, in any Program bearing UW-EX brand. Instructors are hired 'at will' and paid by TES for the Program and subject to evaluation by UW-EX before any reappointment or new appointments. UW-EX retains the right to direct TES to terminate any instructor with or without cause.

4.5. TES will provide support services for students in the Program and career counseling services for students in the Program.

4.6. As a service provided to UW-EX under this Agreement, TES will collect all enrollment fees (revenue) from enrolled students and process refunds for any withdrawn students.

4.7. TES shall provide the course materials required for the Program subject to review and approval by UW-EX. TES shall retain all right, title and interest in and to all course materials, know-how, methodologies, processes, marketing materials, lead data, technologies or other Intellectual Property Rights (as defined below) contained in the course materials and otherwise used in connection with the Program including any and all additions, improvements, supplements, enhancements or developments thereto.

(a) "Intellectual Property Rights" means all patents and industrial property rights, patent applications and registrations, trademarks, trademark applications and registrations, copyrights and moral rights, copyright applications and registrations, renewals, extensions, continuations, divisions, and reissues of, and applications for any of the rights referred to herein, Trade Secrets, trade names and industrial designs, domestic or foreign, whether arising by statute or common law.

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(b) "Trade Secrets" means information that is used or may be used in business or for any commercial advantage, derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, is the subject of reasonable efforts to prevent it from becoming generally known, and the disclosure of which would result in harm or improper benefit.

5. UW-EX OBLIGATIONS

5.1. This is a UW-EX program for which Trilogy will provide the instruction, training, assessment, marketing, fee collection, enrollment services and student services.

5.2. Without charge, UW-EX shall provide an event space appropriate for hosting students and potential employers as set forth in Section 3.2.

5.3. UW-EX agrees that any state education agency or other governmental or accrediting agency license or approval ("Education Approval") required for UW-EX to offer or market the Program is the sole responsibility of UW-EX and, to the fullest extent permitted by law, shall incorporate the Program under its current UW-EX Educational Approvals.

5.4. UW-EX shall market the Program according to its standard marketing practices for similar non-credit programs, including in its printed materials and on its website. In connection therewith, UW-EX shall make its brand available (according to the conditions stated above including prior written approval of use of the UW-EX brand upon approval of the manner in which the brand will be used) to TES for marketing of the Program. In addition, a specific list of marketing support activities will be agreed between the Parties (i.e., listing the Program on UW-EX's Facebook page, etc.) but shall include at least one email from UW-EX with the course offering per calendar quarter to prospective students identified by UW-EX.

5.5. UW-EX agrees that leads for the Program that are received by UW-EX directly from UW-EX website will be sent to TES as soon as reasonably practicable for follow-up and/or processing so that all enrollments can be managed by TES regardless of origin.

5.6. The Parties agree to market the program to UW-EX's prospective student database collected from its array of credit and noncredit programming, which will include, at a minimum, a quarterly email containing the Program offering. TES will create the email and UW-EX will have the ability to revise the email. UW-EX will be responsible for transmitting the email to the designated recipients.

5.7. The UW-EX shall not offer any coding boot camp substantially the same as any Program that is offered by UW-EX with the assistance of TES hereunder targeting the same potential student pools in Wisconsin or online except as offered with and through TES while this Agreement is in effect and for a period of one (1) year thereafter (the "Restricted Period"). Nothing in this paragraph prevents UW-EX from offering courses in related areas including, but not limited to, cybersecurity and data analytics.

5.8. In the event that UW-EX receives a public records, or similar request for information related to the business relationship created by this Agreement, UW-EX shall notify TES prior to releasing any information regarding the subject matter hereof.

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6. JOINT OBLIGATIONS

6.1. The Parties shall agree on the plan and supervised execution of public notification concerning this Agreement and any other activities of the Parties related to this Agreement. The timing, content, delivery and media to be used for any and all publicity about the Parties' relationship or about the Program or any other activities involving both Parties, is subject to prior written approval by both Parties. Both Parties retain the absolute right to determine whether permission will be granted to use that Party's name or brand or when and how to publicize the relationship between the Parties.

6.2. Subject to the success of the Program and the structure for the Program set forth herein, the Parties acknowledge that there is no inherent restriction on the number of cohorts per year; however, the Parties agree that there will be a minimum of four (4) cohorts per year.

6.3. TES reserves the right to offer financial support to students enrolled in the Program in the form of special discounts or scholarships. UW-EX reserves the right to offer financial support to students enrolled in the Program, including private loans, grants, discounts or scholarships on the same basis as offered to students in other UW-EX continuing education programs, subject to cooperation of the Parties in complying with all state and federal laws applicable to such sources of funding for enrollment in the Program. The UW-EX acknowledges that the Program is not currently eligible for, and UW-EX will not offer or provide, any financial assistance to students in the Program pursuant Title IV of the Higher Education Act of 1965, as amended.

6.4. The Parties agree that the optimal price point for the Program will be determined by mutual agreement between the Parties. Any amendment to the optimal price point must be agreed in writing (which may include email).

6.5. The Parties agree that for a period of twelve (12) months following the termination or expiration of this Agreement, they shall each be prohibited from using (a) the Program brand (i.e., "The Coding Bootcamp at University of Wisconsin-Extension" or "The University of Wisconsin-Extension Coding Bootcamp") or any derivations of the Program name or brand that the Parties use in connection with the Program or, (b) the Program website.

7. REVENUE SHARE

7.1. TES shall collect all revenue related to the Program on behalf of UW-EX. TES shall retain [REDACTED] of all revenue paid for tuition and fees received in respect of enrollments, less credit card fees, ADA Costs (as defined below) and amounts actually refunded in accordance with the Program's published refund policy or otherwise agreed by the Parties, and shall remit the remaining [REDACTED] to UW-EX. For purposes hereof the term "ADA Costs" means the direct costs of services and/or materials as required

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to comply with the American's with Disabilities Act for accommodations made to students in the Program.

8. REPORTING AND PAYMENT TERMS

8.1. TES shall generate a quarterly revenue report as of the end of each calendar quarter that will show quarterly enrollments by cohort revenue received. That report will be received by UW-EX no later than forty-five (45) days after the end of the calendar quarter.

8.2. UW-EX will have thirty (30) days after receipt of the revenue report to review and forward any questions to TES. If no questions are received by TES within thirty (30) days the revenue report will be deemed agreed to and final.

8.3. Payment of the amount due in full will be received by UW-EX no later than thirty (30) days after the date the Parties agree on the calculation and the amount to be paid to UW-EX.

8.4. The payment described herein represents the total financial agreement between TES and UW-EX.

9. CONFIDENTIALITY/FERPA

9.1. Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by Section 9.2. Information appropriately designated as a "trade secret" under Wisconsin Law will be treated as confidential.

9.2. Each Party may disclose the other Party's confidential information:

(a) To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 9; and

(b) As may be required by law, including the Wisconsin Public Records Law, court order or any governmental or regulatory authority.

9.3. No Party shall use any other Party's confidential information, including current or prospective student contact information, for any purpose other than to perform its obligations under this Agreement.

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9.4. Each party shall establish and maintain appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of confidential information in accordance with industry standards and as otherwise required by law.

9.5. TES and UW acknowledge that PROGRAM may be subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). TES and UW acknowledge that each remains responsible for its obligations under FERPA. Each Party acknowledges that the other may receive information subject to FERPA under this Agreement and affirms that it is permitted to receive such information under 34 C.F.R. § 99.31(a) as a "school official" with a "legitimate educational interest" in such information. Each Party agrees that it will comply with all applicable portions of FERPA, including the requirements of 34 C.F.R. 99.33(a).

10. INDEMNIFICATION.

10.1. Each Party will defend and hold the other harmless, from and against any loss, cost, claim, action, damage, liability and expense to the extent that any of the same arise out of or are otherwise related to the (a) the negligent act or omission of any employee, officer or agent of the other Party while acting in the scope of their employment.

10.2. No Party shall be liable to the other Party for any lost profit or consequential, exemplary, punitive, statutory or other special damages, and each Party hereby unconditionally, expressly and forever waives any right it may now or hereafter have against the other Party respecting any and all such damages, in each case: (i) whether through action, suit, counterclaim or otherwise; (ii) whether in contract, tort, strict liability, indemnity, reimbursement or otherwise; (iii) whether or not it has been advised of the possibility of any such damages; (iv) whether or not any other remedy is available or enforceable under this Agreement or applicable law; and (v) to the greatest extent such agreement or waiver is permitted under applicable law. Either Party's liability to the other under this Agreement, the Indemnification provisions and any matters arising from or in connection with this Agreement and their subject-matter, whether in law or equity, shall be limited to the amounts paid by TES to UW-EX hereunder, PROVIDED THAT nothing in this clause shall limit either Party's liability for death, bodily injury, or fraud.

11. TERMINATION

11.1. The Parties may terminate this Agreement at any time by mutual written agreement.

11.2. After the initial three-year term, either party may terminate this Agreement at any time by providing 180 days notice to the other party.

11.3 A Party may terminate this Agreement effective immediately upon its delivery of a termination notice in the event of a material breach of this Agreement by the other Party

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which breach is not cured within 30 days of the breaching Party's receipt of a written notice concerning the breach; provided, however, that if the breach is not capable of being cured within such thirty (30) day period, the period within which the breaching party has to cure shall be extended for so long as necessary to cure the breach so long as the breaching party initiates the cure within the thirty (30) day period and diligently pursues the cure to completion.

11.4. A Party may terminate this Agreement with reasonable notice if there is any change in law that prohibits or renders impracticable the continued performance of this Agreement.

11.5. In the event of termination of this Agreement per the terms of this Section, the Parties shall cooperate to ensure that students already enrolled in the Program prior to the date of termination be permitted to complete the Program.

12. INSURANCE

12.1. In connection with the performance of this Agreement, TES, at its own cost and expense, shall obtain and maintain in force during the Term, and where claims made insurance coverage applies, for a period of one (1) years after the termination or expiration of this Agreement, the following insurance coverage: (a) a policy of workers compensation insurance, in amounts required by law, covering all officers, employees, agents and contractors of TES who are engaged in or connected with the Program or the performance of the Agreement; (b) a policy of commercial general liability insurance including products, completed operations and infringement of intellectual property rights coverage, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. The limit requirements of this paragraph may be satisfied by a combination of primary and excess liability coverage; (c) a policy of errors and omissions insurance, including professional liability coverage, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (d) (d) Cyber liability with limits not less than \$2M which covers unauthorized access to TES network as well as the unintentional release of personally identifiable information. The insurance policies referenced in (b), (c) and (d) above shall (i) contain an additional insured endorsement in favor of UW-EX, (ii) be issued by insurance companies each with an AM Best Rating of A- or better, and (iii) be written as primary coverage and not contributing with or in excess of any coverage that UW-EX may carry. Prior to the commencement of this Agreement, and on each policy renewal date as long as the Agreement is in effect, TES shall furnish to UW-EX a current certificate of insurance for each of the policies required. Insurance coverage obtained pursuant to this Agreement shall not limit or restrict in any way any liability or obligation to indemnify arising under or in connection with this Agreement or any Program.

13. MISCELLANEOUS PROVISIONS

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13.1. This Agreement along with its attached schedules and exhibits represent the entire understanding between UW-EX and TES concerning the subject matter hereof and supersede all prior negotiations, representations and agreements between them, both written and oral, concerning the subject matter hereof. This Agreement may only be modified pursuant to a written amendment signed by duly authorized signatories of the parties. Notwithstanding the foregoing, the Parties may add additional programs to this Agreement by written agreement (email with reference to this provision (Section 13.1 being acceptable). In such written agreement, the Parties will agree on sales and marketing launch, initial class/target student population and other particulars of the new program.

13.2. The formation of this Agreement, its validity, performance of this Agreement, and the settlement of any disputes between the parties hereunder, shall be governed by the laws of the State of Wisconsin, excluding its conflict of law provisions. Any claims arising from or relating to this Agreement will be heard in Wisconsin State courts located in Dane County (Madison) or the Western District of Wisconsin, as applicable.

13.3 If any provision of this Agreement shall be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect.

13.4 The waiver by any party of a default under any provision of this Agreement shall not be construed as a waiver of any subsequent default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of a party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

13.5 Headings in this Agreement are solely for convenience and shall not be used to define or construe any provision hereof. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances, including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

13.6 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument. Execution and delivery of this Agreement by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this Agreement by such party. Such copies shall constitute enforceable original documents.

13.7 The Parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, joint venture partner, or sponsor of the other in their relationship under this Agreement and neither Party may bind the other Party in any agreement with a third party or otherwise act on behalf of or in the

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name of the other Party in any fashion without the express written consent of the other Party.

13.8 Neither Party shall subcontract any of its obligations pursuant to this Agreement without the express written consent of the other party; provided, however, that (i) the use by UW-EX of non-employee independent professional consultants shall be permitted, and (ii) that TES can use subcontractors to provide course instruction. No assignment of this Agreement other than to a successor in interest via stock or asset purchase or merger may be made by either Party except with the express written consent of the other Party. In the event that a Party subcontracts any work or services under this Agreement or delegates such work or services in accordance with this provision, such Party shall be fully responsible for the compliance of the subcontractor or consultant with this Agreement.

13.9 All notices under this Agreement shall be in writing and shall be served either personally, by overnight delivery service, by registered or certified mail, return receipt requested, or by email, addressed to the parties as set forth above. Any notice shall be deemed delivered (a) three (3) business days after notice is mailed, or (b) if personally delivered, when acknowledgment of receipt is signed, or (c) if given by a reputable overnight courier, the next business day after deposit with the courier (provided that proof of delivery is obtained), or (d) if sent by e-mail, upon actual delivery as evidenced by printed confirmation of transmission. Notwithstanding the foregoing, (i) in the case of e-mail, if the notice or communication cannot be transmitted because of a problem affecting the recipient's computer, then it shall be deemed given and received at the end of the next business day; and (ii) if delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or communication so made shall be deemed received on the first business day after the day of delivery. By written notice to the other, either Party may change its notice address.

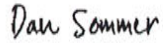
13.10 A "Force Majeure" event shall mean any event, circumstance or conditions that (i) directly or indirectly prevents the fulfillment of any material obligation specified under this Agreement by one (or both) Party, (ii) is beyond the reasonable control of the Party, and (iii) could not, by the exercise of due diligence and prudence, have been avoided or overcome in whole or in part by such Party. Subject to the aforementioned items (i), (ii) and (iii), a Force Majeure event includes, but is not limited to, acts of God, war, terrorism, civil commotion, riot, blockade or embargo, delays of carriers, fire, explosion, organized labor dispute, casualty, accident, earthquake, epidemic, flood, windstorm, or by reason of any law, order, proclamation, regulation, ordinance, demand, expropriation, requisition or requirement or any other act of any governmental authority, including military action, court orders, judgments or decrees. Any delay or failure in performance of this Agreement caused by an event of Force Majeure shall not constitute default by the Party prevented from performing the Agreement or give rise to any claim for damage, losses or penalties. Under such circumstances, both Parties are still under an obligation to take reasonable measures to implement this Agreement, so far as is practical. Once the Force Majeure event ends, the Party that has been prevented from performing shall notify the other Party as soon as possible of the end of such event, and the other Party shall confirm receipt of such notice.

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Both Parties should then continue to perform their respective obligations under the Agreement.

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

TRILOGY EDUCATION SERVICES, INC.




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

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM OPERATING AS
UNIVERSITY OF WISCONSIN-EXTENSION



..... Steve Wildeck, Vice Chancellor
duly authorized for and on behalf of **UW-EX**



..... David Schejbal, Dean,
Continuing Education, Outreach and E-Learning of **UW-EX**

