



July 29, 2014

AnnaLee Saxenian
Professor and Dean
UC Berkeley School of Information
Berkeley, CA 94720-4600

Office of Business Contracts
and Brand Protection
UC Berkeley
Berkeley, CA 94720-1928

Dear Dean Saxenian:

I am writing to confirm our agreement regarding certain marketing rights that UC Berkeley has agreed to provide to 2U in exchange for the consideration listed below. 2U is both proud and confident that this arrangement will further solidify UC Berkeley's leadership position in the field of data science and provide the Program with additional resources to help manage future growth. All capitalized terms not defined herein shall have the same meaning as set forth in the January 18, 2013 Master Services Agreement between UC Berkeley and 2U (the "Agreement").

Subject to the terms of this letter, UC Berkeley hereby grants 2U the rights specified below in connection with a Competitive Program supported by 2U and the Southern Methodist University (the "Other Program") and agrees to amend certain terms of the Agreement.

1. *Other Program and 2U Marketing Measures.* Any provision in the Agreement to the contrary notwithstanding, UC Berkeley hereby grants 2U the permission to offer the Other Program with a target launch date in or around the spring term 2015, subject to the terms of this letter. In connection with the Other Program, and for the full term (*i.e.*, the initial term and any "Term Extensions") of the Agreement, UC Berkeley permits 2U to do the following:
 - Include a checkbox option, in substantially the same form as the attached Exhibit A, on any landing page or other web property where an individual is provided the opportunity to input his or her contact information to request Program information which, when checked, requests 2U (identified only as UC Berkeley's "technology service provider") to provide information about the Other Program (without identifying that program by name or school) in addition to the information to be provided about the Program.
 - Market the Other Program by name through a 2U letter in substantially the same form as the attached Exhibit B1 to leads/individuals who were accepted into but choose not to enroll in the Program and who have consented via checkbox option (*i.e.*, checkbox option as set forth in Exhibit A) to receive information regarding the Other Program.

- Market the Other Program by name through a 2U letter in substantially the same form as the attached Exhibit B2 to leads/individuals with incomplete Program applications who have consented via checkbox option (*i.e.*, checkbox option as set forth in Exhibit A) to receive information regarding the Other Program and (i) who have disengaged with 2U regarding the Program based on criteria to be determined by the parties; or (ii) whom 2U and UC Berkeley reasonably predict are not otherwise academically qualified or interested in the Program.
 - Market the Other Program by name through a 2U letter in substantially the same form as the attached Exhibit C to Program applicants who were denied admission into the Program, and who have consented via checkbox option (*i.e.*, checkbox option as set forth in Exhibit A) to receive information regarding the Other Program.
 - Market the Other Program by name to Program applicants who previously consented via checkbox option (*i.e.*, checkbox option as set forth in Exhibit A) to receive information about the Other Program, through a 2U letter in substantially the same form as the attached Exhibit D, which permits the Program applicant to request that the Program applicant's application be shared with the Other Program associated with UC Berkeley's "technology service provider" for consideration of admission into the Other Program.
2. *Special License.* Any provision in the Agreement to the contrary notwithstanding, UC Berkeley hereby grants to 2U, solely to the extent necessary to enable 2U to exercise the rights granted by UC Berkeley to 2U herein, a non-exclusive, royalty-free license to use the following of the University's Intellectual Property: Program Applicant Information, and the trademarks and names of School of Information, Berkeley, datascience@berkeley, the University of California, UC, and the image of Campanile, only as shown in the attached exhibits.

The parties agree that the permissions and license granted in this Section 1 are expressly conditioned on the satisfaction by 2U of each of its payment obligations under Section 5 of this letter.

Further, 2U agrees that communications relating to the Other Program shall not (i) reference a "MIDS" or "Master of Information and Data Science" program or degree, or (ii) contain any of the University's Intellectual Property except as set forth in this letter and/or the Agreement or upon 2U having obtained the express written consent of UC Berkeley. For the avoidance of doubt, nothing in this letter shall limit, or be deemed to limit, 2U's rights to recruit for or market the Other Program where 2U's communications or other materials do not reference a "MIDS" or "Master of Information and Data Science" program, or contain or otherwise utilize any of the University's Intellectual Property (including Program Applicant Information) or Confidential Information.

2U agrees that all branding of the Other Program shall be distinctive from the branding of the Program (*e.g.*, distinctive color palette, photography, iconography, tone, language style and other prominent branding elements). 2U further agrees the degree

offered via the Other Program shall not be named a “Master of Information and Data Science” degree.

3. **Amendments.** To allow for the grant of rights by UC Berkeley in connection with the Other Program in Section 1 hereof, the Agreement is hereby amended as follows:
 - a. Section 10)A)(i)(b) is hereby deleted in its entirety and replaced with the following language: “and (b) 2U does not utilize the Curriculum, Work Product or other University materials or Confidential Information in offering such program, except as utilization of University materials or Confidential Information is expressly permitted by a certain letter agreement dated July 25, 2015 (including the exhibits appended thereto) (“Letter Agreement”)”;
 - b. Section 10)A)(i)(c) is hereby deleted in its entirety and replaced by the following: “2U’s launch of any Competitive Program does not occur prior to the two (2) year anniversary date of the Program Launch except for the Competitive Program expressly permitted by the Letter Agreement”;
 - c. The first sentence of Section 10)C) is hereby deleted in its entirety and replaced with the following language: “Any party offering Competitive Programs hereunder shall not utilize any Confidential Information obtained from the other party for the benefit of any Competitive Program, except to the extent 2U is allowed to use, consistent with the Letter Agreement, contact information about Program leads and Program Applicant Information (specifically including information regarding the completion status of Program applicants’ Program applications, the University’s admissions decisions with respect to Program applicants, and any Program applicant’s decision not to matriculate into the Program), where any such individual has consented to receive information about the Competitive Program and/or elected to apply to the Competitive Program as contemplated by the Letter Agreement; and
 - d. Section 10) is hereby amended by inserting at the end of Section 10) the following new Section 10)D): “Notwithstanding anything to the contrary contained herein, 2U shall be permitted to use the University’s Intellectual Property and Confidential Information in connection with any Competitive Program solely as permitted by the Letter Agreement and/or as otherwise may be mutually agreed by the parties in writing.”
4. **Notice.** Should 2U send any communication in violation of the permissions granted by UC Berkeley in Section 1 above, 2U shall notify UC Berkeley of any such improper communication(s) within three (3) business days of 2U’s knowledge thereof.

5. Compensation. In exchange for the rights, exceptions, and licenses granted above, 2U agrees to pay to UC Berkeley fourteen (14) equal installments of \$300,000 (collectively, "Compensation"), the first installment payable on or before July 1, 2015, with additional installments continuing on or before each annual anniversary thereafter, through and including July 1, 2028. UC Berkeley may use all amounts received hereunder at UC Berkeley's sole and exclusive discretion. 2U shall make such payments by check.
6. UC Berkeley Right to Offset. 2U expressly agrees that in the event of non-payment by 2U of any amount of Compensation when due (except for any amounts disputed in good faith), UC Berkeley may offset any of its obligation to pay 2U fees based on FTE students or repay 2U for 2U advance under Section 3 of the Agreement against any amount of 2U nonpayment of Compensation.

This letter is incorporated into and deemed a part of the Agreement. Except as expressly provided in this letter, all of the terms and provisions of the Agreement are and will remain in full force and effect. On and after the date of the full execution of this letter, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Agreement as amended by this letter.

[This space intentionally left blank]



I truly hope that you are as excited as I am about this arrangement. If you are agreeable to the terms I have set forth above, please sign this letter below.

Very truly yours,

Christopher J. Paucek

Christopher J. Paucek (July 29, 2014)

Christopher Paucek, CEO
2U, Inc.

On behalf of UC Berkeley School of Information,
I agree to the terms set forth above.

By:

AnnaLee Saxenian, Dean
Dean AnnaLee Saxenian

Date: 7/30/14

On behalf of the Regents of University of California

By:

Maria K. Rukwicz
Title: Director
Office of Business Contracts
And Brand Protection

Date: July 30, 2014

Exhibit A

Sample Berkeley Lead Landing Page

Berkeley School of Information

datascience@berkeley

Master of Information and Data Science

The UC Berkeley School of Information invites you to learn more about the only professional data science degree delivered fully online. Answer the simple questions below to request more information.



First Name

Last Name

Email

Country of Residence

— Select —

Phone

ZIP / Postal Code

State

— Select —

datascience@berkeley's technology service provider works with a different university to offer an online data science program that is unaffiliated with the University of California.

☒ Yes, I would like to learn more about this other online graduate data science opportunity.

SUBMIT



Earn a Master of Information and Data Science—Online

Now you can earn a degree in data science from anywhere in the world. The UC Berkeley School of Information offers the only professional Master of Information and Data Science (MIDS) delivered fully online. This exciting program offers:

- A multidisciplinary curriculum that prepares you to solve real-world problems using complex and unstructured data.
- A web-based learning environment that blends live, face-to-face classes with interactive, online course work designed and delivered by UC Berkeley faculty.
- A project-based approach to learning that integrates the latest tools and methods for identifying patterns, gaining insights from data, and effectively communicating those findings.
- Full access to the I School community including personalized technical and academic support.
- The chance to build connections in the Bay Area — the heart of the data science revolution — and through the UC Berkeley alumni network.

Your privacy is important to us.



Exhibit B1

Berkeley Declines

Sample Email to Admitted Applicants Choosing Not to Enroll in MIDS



Dear Jennifer,

While we, a technology service provider of University of California, understand that you have chosen not to pursue your master's degree with UC Berkeley, there are other opportunities for you to pursue graduate education in data science.

With this in mind, we wanted to let you know about DataScience@SMU, the online Master of Science in Data Science program from SMU. This interdisciplinary program is designed and taught by the same SMU faculty members who teach on campus, and takes advantage of a state-of-the-art online learning platform to blend live, face-to-face online classes with dynamic self-paced coursework.

If you would like to learn more about this Master of Science in Data Science program, please call our Admissions Counselor at 1-888-555-1212 or click [here](#).

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

Sincerely,

Sally Smith

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

Exhibit B2

Berkeley Incomplete Applications

Sample Email to Applicants Who Have Not Completed Their MIDS Application



Dear Jennifer,

While we, a technology service provider of University of California, understand that you have chosen not to complete your application to the master's degree program with UC Berkeley, there are other opportunities for you to pursue graduate education in data science.

With this in mind, we wanted to let you know about DataScience@SMU, the online Master of Science in Data Science program from SMU. This interdisciplinary program is designed and taught by the same SMU faculty members who teach on campus, and takes advantage of a state-of-the-art online learning platform to blend live, face-to-face online classes with dynamic self-paced coursework.

If you would like to learn more about this Master of Science in Data Science program, please call our Admissions Counselor at 1-888-555-1212 or click [here](#).

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

Sincerely,

Sally Smith

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Exhibit C

Berkeley Denied

Sample Email to Denied MIDS Applicants



Dear Jennifer,

Although the University of California ("UC") was unable to offer you admission, we as UC's technology service provider appreciate your interest in and desire to pursue a graduate degree in the data science field.

With this in mind, we wanted to let you know about DataScience@SMU, the online Master of Science in Data Science program from SMU. This interdisciplinary program is designed and taught by the same SMU faculty members who teach on campus, and takes advantage of a state-of-the-art online learning platform to blend live, face-to-face online classes with dynamic self-paced coursework.

If you would like to learn more about this Master of Science in Data Science program, please call our Admissions Counselor at 1-888-555-1212 or click [here](#).

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

Sincerely,

Sally Smith

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Exhibit D

Berkeley Submits

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



Dear Jennifer,

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

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

You can choose to have your application separately reviewed for admission to SMU for their online Master of Science in Data Science program. To learn more about this option, please call 1-888-555-1212 or if you would like your application to be reviewed by DataScience@SMU, click the submit button below.

Submit

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

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