



Corporate Education Program Agreement

This Corporate Education Program Agreement (the "Agreement") is entered by and between Eastern Florida State College, its affiliates and subsidiaries, ("College") and DeVry WORKS, a division of DeVry University Inc. ("DeVry"). This Agreement enables the College to participate in DeVry's Corporate Education Program (the "Program") for the term of this Agreement. The parties agree as follows:

1. DeVry's Responsibilities:

1.1. Tuition Benefits: Employees, interns, contractors, students or graduates of the College who are admitted to and attend DeVry's programs (the College) will be charged tuition at a percentage reduction of DeVry's then prevailing tuition rate ("Partner Group Tuition Rate"). The percentage reduction is set forth in Exhibit A and is subject to change at DeVry's sole discretion. Additionally, such Employees and students shall receive a waiver of the application fee normally required by DeVry provided that the Employee identifies the College as his or her employer on the DeVry Application for Admission form. No Employee who is already enrolled at DeVry shall receive any application fee credit or repayment. Partner Group Tuition Rate will not commence until the first full session after the Effective Date. No Employee shall receive any tuition credit, repayment, reparation or refund relating to classes that commenced prior to the first full term after the Effective Date. e and students shall not be entitled to any other Partner Group Tuition Rate and are subject to all other requirements, rules, policies and procedures as set forth in the respective DeVry catalogs and addenda, as amended from time to time.

1.2 Billing: DeVry will bill the Employee directly for all tuition costs and any applicable fees, and the Employee shall be responsible to pay all amounts incurred. However, the Employee may choose to defer billing by requesting from and working with a DeVry advisor to secure a deferral, subject to (a) DeVry's internal tuition/fee deferral policies and procedures and (b) payment by the Employee of a deferral fee which is required in the case of each deferral granted.

1.3 Family Education and Benefits Program (FEBP): DeVry University agrees to offer the benefits of the Corporate Education Program Agreement including 25% off of DeVry's tuition rate, to any family member (each a "Dependent" and collectively "Dependents") of College, the definition of a Dependent is as follows below:

Dependents include: a spouse, biological child, stepchild, legally adopted child, child for whom the employee is a court appointed guardian, and child of a domestic partner. Dependents are also defined as a domestic partner, in a committed long-term relationship, with a partner of the same or opposite sex. Neither party can be legally married to other individuals. Adoptive or biological parents of the eligible employee can also be classified as Dependents.

The Dependent student must complete the DeVry University Family Education and Benefits Program Eligibility & Billing form in order to be eligible for the benefits. No application fee credit or repayment shall be given retroactively to any Dependent student that is already enrolled at DeVry University.

Dependent students are free to apply for any separate scholarship program, military pricing program or other tuition savings program for which they may be eligible under the terms of DeVry University's catalogs and addenda.

DeVry University will bill the Dependent student directly for all tuition costs and Other Fees, and it shall be the Dependent student's responsibility to pay all amounts incurred. However, the Dependent student may choose to defer billing by requesting from and working with a DeVry advisor to secure a deferral, subject to (a) DeVry's internal tuition/fee deferral policies and procedures and (b) payment by the student of a deferral fee which is required in the case of each deferral granted. DeVry University reserves the right to deny admission to a Dependent student if such Dependent student cannot meet the requirements for admission, as amended from time to time.

2. College's Responsibilities:

2.1. Employee Engagement: DeVry and College will collaborate and create awareness of partnership to employees and students.

2.2. The College will not make any statements or representation regarding DeVry or its programs, policies or services, nor develop for distribution any marketing materials on DeVry's behalf.

3. Term and Termination:

3.1 The term of this Agreement is three (3) years from the Effective Date, unless either party sends the other a written notice of termination at least sixty (60) days before the anniversary date of the Effective Date.

3.2 Either party may terminate this Agreement for a material breach by the other party upon giving the other party thirty (30) days prior written notice specifically identifying the alleged breach, provided that the breaching party does not cure the breach within the thirty (30) day cure period.

3.3 Either party may terminate this Agreement for convenience by giving the other party thirty (30) days prior written notice of such termination.

3.4 In the case this Agreement is terminated for any reason by either party, no additional Employees, Students or Dependents will be eligible for the Program benefits. Employees, Students or Dependents currently enrolled at the time of termination will (i) continue to receive the applicable Partner Group Tuition Rate as long as they are not out of school for more than six consecutive sessions; and (ii) will be informed by DeVry WORKS Partnership Services team via email.

4. Confidentiality, Media

4.1 Neither party is allowed to use the other party's name, tradename, trademark or logos in publicity releases or advertising without first securing prior written consent from the other party for each use. Upon termination of this Agreement, each party shall (a) cease all use of the other party's name, tradename, trademark or logo; and (b) discard, destroy or delete any printed and electronic materials, containing the name, tradename, trademark or logo of the other party. DeVry and the College agree that DeVry may list the College and the benefits available to its employees and students under this Agreement on DeVry's internal and external websites and/or DeVry's tuition calculator tool as a means of assisting the College's employees and students in learning about and taking advantage of the available benefits.

4.2 Press Release; Public Announcements: Promptly following the execution of this Agreement, the College and DeVry shall jointly issue a mutually agreeable press release (the Mutual Press Release) announcing certain terms of this Agreement.

5. General

5.1. The relationship established under this Agreement shall be that of independent contractors and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venturer or partner of the other. Neither party shall have authority to contract for or bind the other in any manner. There is no intended or actual third party beneficiary of this Agreement.

5.2 Both parties hereby disclaim all warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Notwithstanding anything to the contrary, neither party's aggregate maximum liability arising from or in any way related to this Agreement (whether in contract, tort, strict liability or otherwise) shall exceed the amount paid by the College's employees and students to DeVry for tuition during the three (3) month period immediately preceding the occurrence of the event which is the subject of the claim. **IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND.**

5.3 This Agreement contains the entire and complete understanding of the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral. This Agreement may not be modified, altered or amended except by a written instrument signed by both parties. Any provision of this

Agreement which is found to be illegal or invalid shall be severed and removed from this Agreement and shall not affect the legality or validity of the remaining provisions.

5.4 This Agreement shall be governed and construed according to the laws of the State of Illinois.

5.5 Sections 4.1, 5.2, and 5.4 shall survive termination of this Agreement for any reason.

5.6 All other notices under this Agreement will be in writing, addressed to the receiving party's address appearing below or to another address as that party may designate in a written notice, and will be either (a) delivered by hand; (b) made by email or facsimile; (c) sent by overnight courier; or (d) sent by registered mail, return receipt requested, postage prepaid. All notices will be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party; (ii) if made by email or facsimile, at the time that receipt thereof, as evidenced by appropriate receipts, facsimile "answer-back" print-outs, or similar documentation; (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service; or (iv) if sent by registered mail, on the fifth business day following the day such mailing is made.

To DeVry:
DeVry University, Inc.
1200 E. Diehl Road
Naperville, IL 60563
Attn: Legal Department - Contracts

With copy to Account Manager: Jackie Christophe - Hayot

To College:
Eastern Florida State College
1519 Clearlake Road
Cocoa, FL 32922

5.7 Fully executed scanned electronic versions of this Agreement shall be considered to be originals for the purposes of enforcement.

IN WITNESS WHEREOF, the Agreement has been executed as of the Effective Date.

DeVry University, Inc. <small>DocuSigned by:</small>	Eastern Florida State College
BY: <i>Jessica Malek</i>	BY: <i>Linda Miedema</i>
NAME: <i>Jessica Malek</i>	NAME: <i>Dr. Linda Miedema</i>
TITLE: Director of Sales	TITLE: <i>Vice President of Academic & Student Affairs</i>
DATE: 5/28/2019	DATE: <i>5/28/2019</i>

CLO

EXHIBIT A

College's Employees, interns, contractors, students or shall receive a reduction of 25% off of DeVry's tuition rate.