

ORDER FORM

| | |
|---|---|
| Organization: Shree Guru Gobind Singh Tricentenary University | |
| Billing Address: SGT University, Gurgaon-Badli Road, Chandu-Budhera 122505, Haryana 122505 India Billing Contact Name: The Registrar Billing Email: registrar@sgtuniversity.org Billing Phone: 0124-2278183 | Ship To Address* (if different to Billing Address): *"Ship To Address" is the location where the majority of Products will be consumed. |
| Coursera accepts ACH, Wire transfer, or check Payment Terms: Due on Receipt Invoice Schedule: Annual First Invoice: Upon Execution | Does Organization need a purchase order number on the invoice? No If Yes, please provide purchase order to accounts-receivable@coursera.org within 7 days after signing Order Form. Coursera Permanent Account Number in India (PAN): AAICC4141K Organization _____ Coursera GST 9919USA29027OSZ |

| Product | Quantity | Order Term (months) | Start Date | End Date | Annual Unit Price ¹ | Total Price |
|-------------------------------------|----------|---------------------|-------------|------------------|--------------------------------|-------------|
| Coursera User License | 700 | 36 | Aug 16 2022 | August 15, 2025 | \$80 | \$168,000 |
| Coursera Private Authoring | 1 | 36 | Aug 16 2022 | August 15., 2025 | \$0 | \$0 |
| Coursera for Campus Faculty license | 70 | 12 | Aug 16 2022 | August 15., 2023 | \$0 | \$0 |
| Guided Projects | 500 | 12 | Aug 16 2022 | August 15., 2023 | \$0 | \$0 |

| Discount/Credit | Description | Amount |
|-------------------|--|----------|
| One-Time Discount | One-time free period of 3 months offered in the first year of the Order Form | \$14,000 |

Total to be Invoiced Upon Execution: \$42,000

Total Contract Value: \$154,000

- Term and Renewal Fees.** The Term of this Order Form will be **three (3) years** from the License Start Date. Upon expiration of the Term, Users holding a User License and/or Enrollment shall lose paid access to the Platform (including any uncompleted Courses), unless such User is given a new User License and/or Enrollment pursuant to another purchase.
- License Start Date.** "License Start Date" shall mean the date that Coursera gives "super administrator" access to Organization, which shall give Organization the ability to invite Users to access Content Services. The License Start Date shall be evidenced by an e-mail notification to Organization. The Term shall begin as soon as Organization's super administrator has access to the ability to send invitations to Users. If this Order Form is executed after the earliest Start Date listed above, Coursera may adjust the Start Date(s) and End Date(s), without increasing the total price or altering the term length, based on the date Coursera provides super administrator access to the Organization.
- Transferability.** User Licenses are transferable among Users, provided however, Users will lose paid access to all then-enrolled Courses if they are not holding a User License (or other paid Enrollment) through completion of such Courses.

¹ For internal accounting purposes, Coursera will allocate 70% of these fees for Content Services and 30% for User Services.


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4. Courseera for Faculty. As a special benefit, Courseera has agreed not to charge Organization for the Courseera for Campus Faculty Licenses. Courseera for Campus Faculty Licenses shall be allocated to only Faculty of the Organization. The Parties further acknowledge that it is Organization's sole responsibility to allocate paid-for Courseera Limited Enrollment Licenses/Courseera User Licenses and Courseera for Faculty Licenses appropriately to its Users.

"**Courseera for Campus Faculty License**" shall mean the right for a single Faculty to access the Content Services under Courseera's Courseera for Campus catalogue for an unlimited number of Enrollments.

"**Faculty**" shall mean a User who is a faculty member employed by the Organization, and who conducts courses at such Organization, and shall not include students of the Organization

5. Guided Projects. As a special benefit, Courseera has agreed not to charge Organization for the Guided Projects User Licenses. Both Parties acknowledge that where Organization has access to paid-for User Licenses, notwithstanding that such paid-for User License has only been used to enroll in Guided Projects, Organization shall not be able to convert such paid-for User License to a Guided Projects User License for a refund. The Parties further acknowledge that it is Organization's sole responsibility to allocate paid-for User Licenses and Guided Projects User Licenses appropriately to its Users.

"**Guided Projects User License**" shall mean the right for a single User to access Guided Projects for an unlimited number of Enrollments.

"**Guided Projects**" shall mean a type of learning project hosted on the Platform incorporating hands-on follow-along learner functionality paired with simultaneous video instruction, and are generally labeled as "Guided Projects" on the Platform (as compared to a "Course" or "Specialization").

6. Private Authoring. Courseera shall provide private authoring tools and hosting in accordance with the terms set forth in "Exhibit -~~A~~ Authoring Tools Addendum" attached herein

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This Coursera Order Form ("**Order Form**") is entered into as of the last signature date below (the "**Effective Date**") between Coursera, Inc., with a place of business at 381 E. Evelyn Ave., Mountain View, CA 94041 ("**Coursera**"), and the entity listed above ("**Organization**"). This Order Form includes and incorporates the details above, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

COURSERA, INC.

By:

Name:

Title:

Date:

Shree Guru Gobind Singh Tricentenary University

By:

Name:

Title:

Date:



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TERMS AND CONDITIONS

1. Obligations.

a. As of the License Start Date (as defined herein and as further detailed in the attached Statement of Work), Coursera grants to Organization and its users ("Users") a non-exclusive, non-transferable, revocable right to access and use the User Services and Content Services (collectively, "Services") subject to the terms and conditions set forth in this Order Form. It is intended that Users are registered students and/or faculty members of Organization. "User Services" means (i) customized landing page featuring the Organization logo and selected courses, (ii) User engagement reports, (iii) payment solution(s) that allow Users to seamlessly access premium course experiences and skip checkout, and (iv) enterprise-level User support. "Content Services" means access to Coursera's Course and/or Specialization certificate service, including access to Course assessments and grades, for certain massive online open content offerings to be mutually agreed upon in writing by Coursera and Organization. "Courses" or "Specializations" means courses and specializations from the world's top universities and instructors, for consumption via the proprietary platform developed by Coursera ("Platform"). "User License" means the right for a single User to access the Content Services for an unlimited number of Enrollments. "Enrollment" means registration to participate in a single Course, and such Enrollment shall be deemed used once a User registers for a Course and does not either (i) manually opt out or (ii) automatically unenrolled due to low activity, in both cases during the trial period. If a Course or Specialization becomes unavailable prior to the end of the Term, Coursera may replace such Course or Specialization with a reasonable alternative Course or Specialization. The Courses and Specializations offered in the Coursera for Campus catalogue are determined by such factors as availability, pricing, and/or other restrictions. As of the date hereof, Stanford and the University of Pennsylvania are not available to Organization through Coursera for Campus. "LMS Integration" shall mean that Coursera will configure the Coursera for Campus API's data exchange to the specifications for Organization's learning management system ("LMS") to enable the LMS to sync with the Coursera for Campus APIs. "LMS Maintenance" for such LMS Integration shall include addressing defects and apparent bugs, release management, and guidance in setup and administration. Maintenance shall not include integration with a different LMS provider or additional development work that may be required as a result of Organization's LMS customization or a significant LMS version release. The Parties will mutually agree on the scope of ongoing LMS maintenance. Organization shall reasonably and timely provide Coursera with all requested materials, APIs, systems information, and any other cooperation necessary to allow the LMS Integration to be implemented (including testing and debugging).

b. If Organization has opted to (1) create a learning plan for its users or (2) implement Single Sign-On ("SSO"), Organization shall reasonably and timely provide Coursera with all requested materials, APIs, systems information, Course and/or Specialization choices, and any other cooperation necessary to allow the Platform to be implemented (including testing and debugging) on or before the License Start Date. If no learning plan is chosen, Organization's unrestricted access to Coursera's full catalogue shall include Courses and Specializations available to Coursera for Campus (excluding any content for which creators have opted out of the Coursera for Campus catalogue, and industry and credit-eligible and/or credit-bearing university certificate programs).

c. Organization will collaborate with Coursera to jointly market and promote the relationship contemplated by this Order Form as well as the value of Coursera services to Organization. Coursera may, in accordance with Organization's branding guidelines, use Organization's name and logo(s) to list Organization as a customer and create mutually acceptable case studies highlighting the relationship of the Parties. Coursera may identify Organization and provide the number of participating Organization Users to the creators and instructors of Courses and/or Specializations ("Course Creators") accessed by Organization's Users. Organization may, in accordance with Coursera's branding guidelines (found here <https://about.coursera.org/brand-guide>), use Coursera's name and logo(s) to promote this Order Form to their Users and on Organization's campus, provided that Coursera reserves the right to withdraw such permission in Coursera's sole discretion and request removal of Coursera's branding features (including any and all logos) immediately upon request and in no case later than two (2) business days. In addition, the Parties may, subject to mutual agreement as to the specific content, issue joint publicity materials, including, but not limited to, press releases. Other than as set forth herein, neither Party will, without the prior written approval of the other Party, issue any public statements or promotional materials disclosing the existence of this Order Form or the performance of Services hereunder. Without limitation of the foregoing, Organization shall not engage in any misleading communications that might state or imply that any Course Creators endorse, support, or have partnered with Organization. Organization shall provide conspicuous notice to Users that completion of Courses or Specializations does not provide Users with academic credit from the Course Creators. Organization shall not use any logos or other branding elements of a Course Creator, provided that Organization may make factual statements about the availability of Courses and Specializations using plain text.

d. The Parties will cooperate to ensure each User's compliance with Coursera's user policies. Each party will respect the confidentiality and privacy of such User data and operate in accordance with applicable law with respect to its use and handling of same. The data protection terms located at the following link shall be incorporated into this Order Form: <https://www.coursera.org/about/privacy/data-protection-addendum>.

e. The rights set out in Section 1(a) do not include the right to, and Organization will not (either directly or indirectly): (i) copy, sublicense, rent, lease, barter, swap, resell, or commercialize the Platform, Courses, or Specializations, in whole or in part; (ii) transfer, transmit, enable, or allow access to or use of the Platform, Courses, or Specializations, whether in whole or in part, by any means, to a third party; (iii) create external derivative works of the Platform, Courses, or Specializations; (iv) use the Platform, Courses, or Specializations in any manner that is fraudulent, deceptive, threatening, harassing, defamatory, unlawful, illegal, obscene, or otherwise objectionable in Coursera's reasonable discretion; (v) "crawl," "scrape," "spider," or otherwise copy or store any portion of the Platform, Courses, or Specializations for any purpose not contemplated under this Order Form (e.g., in order to mimic the functionality and/or output of the Platform, Courses, or Specializations, in whole or in part); (vi) disassemble, reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying logic of any portion of the Platform, Courses, or Specializations; (vii) use the Platform, Courses, or Specializations as part of any machine learning or similar algorithmic activity; or (viii) publish or distribute the Platform, Courses, or Specializations, or materials derived from the Platform, Courses, or Specializations, to third parties.

2. **Intellectual Property.** Coursera retains all rights, titles, and interests in and to the Platform, Courses, and Specializations and improvements thereto, together with any tools, materials, specifications, guidelines, and instructions provided by Coursera to Organization, as well as all intellectual property rights, including all copyrights, trademarks, patents, rights in databases, goodwill, trade secrets, and moral rights. Organization will not remove, obscure, or alter any copyright or trademark notices or other notices provided in or through the Platform, Courses, or Specializations. Any rights not expressly granted to Organization in this Order Form are reserved by Coursera.

3. **Fees and Billing.** Coursera will invoice Organization for the Fees set forth herein upon execution of this Order Form. Organization will pay the invoice on the payment terms set forth in this Order Form. All Fees hereunder are non-cancelable and non-refundable upon the execution of this Order Form, or the issuance of any invoice by Coursera.

4. **Taxes.** Organization will be responsible for the payment of all federal, state, and local sales, use, value added, or other taxes that are levied or imposed on it by reason of the transactions under this Order Form (other than for taxes based on Coursera's income). If a Party is required to pay any taxes for which the other Party is responsible, then the taxes will be billed to and paid by such other Party. For the avoidance of doubt, only withholding tax obligations of Organization required by a valid applicable regulation, if any, may be deducted from the amount payable to Coursera by Organization. In the event that Organization deducts a withholding tax, upon request, Organization shall provide Coursera with applicable evidence of reporting such deduction to the applicable tax authority, such as a withholding tax payment certificate, within 30 days of the date of request. If Organization is claiming tax exempt status, Organization shall provide sufficient evidence of tax exemption status from applicable state, federal, and local taxes.

5. **Term.** The term of this Order Form shall commence on the Effective Date and shall continue in full force and effect for the agreed upon period from the License Start Date, unless terminated in accordance with Section 6 (Termination) (the "Term"). Upon expiration of the Term, access to the Platform will no longer be made available by Coursera under this Order Form (including paid access to uncompleted Courses).

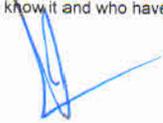
6. Termination.

a. **Termination for Breach.** Either Party may suspend performance or terminate this Order Form if: (i) the other Party is in material breach of the Order Form and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.

b. **Effects of Expiration or Termination.** Upon expiration or termination of this Order Form for any reason: (i) all rights granted and obligations incurred by one Party to the other that are intended to cease upon expiration or termination will cease immediately; (ii) upon request each Party will promptly return or destroy all Confidential Information of the other Party; and (iii) all Services shall immediately cease.

7. Confidential Information.

a. **Obligations.** Each Party will: (i) protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (ii) not disclose the Confidential Information, except to affiliates, employees, and agents who need to know it and who have


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Budhera, Gurugram

agreed in writing to keep it confidential and who are trained and reliable. Each Party (and any affiliates, employees, and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Order Form, while using reasonable care to protect it. Each Party is responsible for any actions of its affiliates, employees, and agents in violation of this section. "Confidential Information" means information disclosed by a Party to the other Party under this Order Form that is marked as confidential or would normally be considered confidential under the circumstances.

b. Exceptions. Confidential Information does not include information that: (i) the recipient of the Confidential Information already knew; (ii) becomes public through no fault of the recipient; (iii) was independently developed by the recipient; or (iv) was rightfully given to the recipient by another Party.

c. Required Disclosure. Each Party may disclose the other Party's Confidential Information when required by law and must notify the other party of such disclosure.

8. Representations and Disclaimers.

a. Representations. Each Party represents that: (i) it has full power and authority to enter into the Order Form; and (ii) it will comply with all laws and regulations applicable to its performance of its obligations under this Order Form. Notwithstanding any other provision of this Order Form, neither Party shall take any action or omit to take any action under this Order Form or in connection with its business that would cause it to be in violation, in any applicable jurisdiction, of: (i) anticorruption laws and regulations, including but not limited to the Foreign Corrupt Practices Act (U.S.) and The Bribery Act 2010 (U.K.); or (ii) anti-money laundering laws or regulations. Organization represents that it is in compliance with the various economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control and that Organization is not currently listed on any Excluded or Denied Party List maintained by any U.S. Government agency.

b. Non-Academic and Academic Credit Use. Courses under this Order Form shall be used for Organization's standard learning and development training purposes. Such courses are to be used as supplemental materials to in-person instruction. If Organization chooses to assign credit for such content, Organization is solely responsible for ensuring adequate pathways towards degree completion based on content availability. Organization acknowledges that: 1) Coursera and the Course Creators do not represent or warrant that the content meets any accreditation or regulated learning time standards; 2) Coursera and the Course Creators will not be responsible to update Organization on any substantive changes or availability of content; and 3) Coursera and the Course Creators do not guarantee the availability of the content. Both parties shall comply fully with the requirements for the handling of student information and protection of student privacy as set forth in the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99. Pursuant thereto, the parties will not disclose or use any student information, except as necessary to carry out their obligations under this Order Form and as permitted by FERPA.

c. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NON-INFRINGEMENT. COURSERA PROVIDES ITS PRODUCTS AND SERVICES "AS IS" AND DOES NOT WARRANT THAT THE OPERATION OF ITS PRODUCTS AND SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

9. Indemnification.

a. By Organization. Organization will indemnify, defend, and hold harmless Coursera from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) that any Organization brand features or other content used in accordance with this Order Form infringe or misappropriate any intellectual property rights of a third party; or (ii) involving actions by Users and other individuals associated with Organization (e.g., harassment on forums, plagiarism).

b. By Coursera. Coursera will indemnify, defend, and hold harmless Organization from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Coursera's technology used to provide the Platform or any Coursera brand features used in accordance with this Order Form infringe or misappropriate any intellectual property rights of such third party. Notwithstanding the foregoing, in no event shall Coursera have any obligations or liability under this section arising from: (i) use of the Platform or Coursera brand features in a modified form or in combination with materials not furnished by Coursera; or (ii) any content, information, or data provided by Organization, Users, or other third parties.

c. General. The Party seeking indemnification will promptly notify the other Party of the claim and cooperate with the other Party in defending the claim. The indemnifying Party has full control and authority over the defense, except that: (i) any settlement requiring the Party seeking indemnification to admit

liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed; and (ii) the other Party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability.

a. Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS ORDER FORM FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

b. Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS ORDER FORM FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY ORGANIZATION TO COURSERA FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM ALLEGING LIABILITY UNDER THIS SECTION IS RAISED BY EITHER PARTY.

c. Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a Party's intellectual property rights by the other Party, or indemnification obligations.

11. Miscellaneous.

a. Notices. All notices must be in writing and addressed to the attention of the other Party's legal department. The contact for Coursera shall be: 381 E Evelyn Ave., Mountain View, CA 94041 Attn: Legal. The address for Organization shall be either Organization's billing information in the Order Form or another address provided by written notice stating the party's intention to change the notice address. Notice will be deemed given: (i) when verified by written receipt if sent by personal or overnight courier, when received if sent by mail without verification of receipt, or within five business days of posting if sent by registered or certified post; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or by email to the fax number or email address, as applicable, explicitly provided by one Party to the other Party for this purpose, provided that if a notice is sent by email to Coursera, a copy must also be sent to legal-notices@coursera.org.

b. Assignment. Neither Party may assign or transfer any part of this Order Form without the written consent of the other Party, except to an affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Order Form; and (b) the assigning Party remains liable for obligations incurred under the Order Form prior to the assignment. Any other attempt to transfer or assign is void.

c. Force Majeure. Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control.

d. No Waiver. Failure to enforce any provision of this Order Form will not constitute a waiver.

e. Severability. If any provision of this Order Form is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose, and the remainder of this Order Form will continue in full force and effect.

f. No Agency. The parties are independent contractors, and this Order Form does not create an agency, partnership, or joint venture.

g. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Order Form.

h. Equitable Relief. Nothing in this Order Form will limit either Party's ability to seek equitable relief.

i. Governing Law. This Order Form is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE RELATING TO THIS ORDER FORM, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

j. Amendments. Any amendment must be in writing and expressly state that it is amending this Order Form. The enforceability, terms and conditions of this Agreement shall not be affected, amended or superseded by the issuance or acceptance of a purchase order delivered for the Services that are the subject of this Agreement. Any terms and conditions attached to a purchase order subsequently exchanged between the Parties for the Services shall have no effect.

k. Survival. Those provisions that by their nature should survive termination of this Order Form, will survive termination of this Order Form.

l. Entire Order Form. This Order Form, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Order Form are hereby incorporated by this reference.


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m. Counterparts. The parties may enter into this Order Form in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

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**Statement of Work
Implementation Workflow & License Start Date**

IMPORTANT: The License Start Date listed in the Order Form will be strictly adhered to.

This document provides the expectations and requirements in order to assist the parties in properly preparing for the License Start Date.

On the License Start Date, Coursera shall have:

- i. At least set up Organization's Coursera portal; and
- ii. At least set up 1 learning program with access to Coursera content.

Between the Effective Date and License Start Date, in order to ready Organization's Coursera platform, Organization shall:

- i. Provide Coursera with sufficient access to their:
 - a. **Executive Sponsor** to act as a point of escalation;
 - b. **Business Owner** responsible for all commercial conversations;
 - c. **Technical Lead** for technical assistance during implementation; and
 - d. **Project Manager** to deliver all relevant information to Coursera; and
 - e. **Academic Head (Dean of Academics / HODs)** to finalize academic integration use case during implementation (Coursera for Campus customers only)
- ii. Provide Coursera with reasonable assistance, cooperation, information and data necessary to ready Organization's Coursera portal and typically including:
 - a. At least the number of learner emails to match the number of licences purchased or details of email domains to be pre-approved for access;
 - b. Information on the courses to be configured in Organization's learning programme(s);
 - c. Engagement from the people aligned to the Organization's roles listed above, as well as the first name, last name, and email address of the administrator, to ensure the timely completion of required actions from both parties; and
 - d. Other information pertinent to the successful configuration and launch of Organization's Coursera portal.

Please note that if Organization does not provide the access and assistance listed above, Organization's Coursera portal may use a standard configuration and the License Start Date shall not change.


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EXHIBIT - AUTHORIZING TOOLS ADDENDUM

The following terms and conditions shall apply to Organization and its Users' use of Authoring Tools, as defined below, made available by Coursera and Authored Content, as defined below.

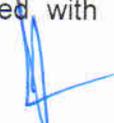
Organization acknowledges and agrees that: (1) the Authoring Tools are in beta version; and (2) Coursera provides the Private Authoring Tools "as is" and subject to the disclaimers and other restrictions described herein. If Authoring Tools are not enabled for the Organization, these terms will not apply.

1. Definitions.

- 1.1. *Author* means the individual or individuals to whom the Organization provides access to the Authoring Tools.
- 1.2. *Authored Content* means private assessments, lessons, courses, Coursera Labs including Guided Projects (previously called Rhyme projects), or other content types (as applicable) created using the Authoring Tools.
- 1.3. *Authoring Tools* means the features and functionality made available by Coursera to produce content. For the sake of clarity, Coursera may develop and make available to Organization, upon Organization's request, certain additional features and functionality that may be utilized in connection with the Authoring Tools, for example, integration with Turnitin (such features and functionality to be considered "Premium Tools"). If any such Premium Tools are made available to Organization as set forth above, Coursera reserves the right to charge for the use of such Premium Tools, and such Premium Tools shall be governed by a separate Coursera Order Form and accompanying terms and conditions.
- 1.4. *Guided Projects (previously called Rhyme Projects)* means a type of learning project hosted on the Coursera Platform incorporating hands-on follow-along learner functionality paired with simultaneous video instruction.

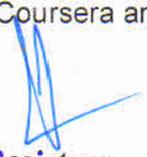
2. Conditions on Organization and its Users' Use of Authoring Tools:

- 2.1. **Authoring Tools.** As of the Effective Date, Authoring Tools shall be considered part of the Services referenced in Organization's Coursera Order Form(s), provided however, Coursera reserves the right in its absolute discretion to suspend or deprecate any portion or all of the Authoring Tools for any or no reason, including but not limited to discovered defects, lack of ability to provide service support, etc..
- 2.2. **Authors.** Organization shall ensure that Organization designate only authorized "administrators" as Authors. Coursera reserves the right to limit the number of Authors designated by Organization.
- 2.3. **Private Usage on the Coursera Platform.** Authoring Tools shall be used solely to create Authored Content for use by Organization's Users on the Coursera Platform via private sessions, within a curated Coursera for Campus offering under the Agreement, or other private modes made available by Coursera. Authoring Tools shall be used solely on the Coursera Platform and solely to create Authored Content. Authored Content may not be delivered and used by or for Organization except on the Coursera Platform as permitted by these terms and conditions.
- 2.4. **Usage of Courses and Specializations.** Organization is prohibited from:
 - 2.4.1. Copying, modifying, or creating derivative works of such Courses and Specializations;
 - 2.4.2. Engaging in any misleading communications or usage of such Courses or Specialization that might state or imply that the creators of such Courses or Specializations ("**Course Creators**") endorse, support, or have partnered with


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Organization, or are awarding credit from the Course Creator for a User's Completion of the relevant Course or Specialization; or

- 2.5. Users.** Organization is permitted to make Authored Content available only to individuals with whom it has an existing relationship (e.g., its Users). Organization is prohibited from making Authored Content available to the general public.
- 2.5.1. *Enrollment Restrictions.* As of the Effective Date, Coursera permits all internal Users of the Organization to access the Organization's Authored Content and limits external Users to a maximum of 10X the number of paid User Licenses purchased by Organization.
- 2.5.2. *Users Support.* Notwithstanding anything in the Coursera Order Form to the contrary, Organization is solely responsible for addressing and resolving User questions or complaints relating to Authored Content. Coursera may provide, at its sole discretion, technical support to Authors and Users that submit support requests through Coursera-designated channels.
- 2.6. Access Removal.** Coursera may without notice remove or suspend access to the Authoring Tools or Authored Content by Authors and/or Users based on Coursera's reasonable determination that continued access to such Authoring Tools or Authored Content poses a security, legal or reputational risk to Coursera or the Coursera platform or use of such Authoring Tools or Authored Content is inconsistent with the terms and conditions herein or other policies or terms of Coursera (including Coursera's Terms of Use and Privacy Notice).
- 2.7. User Fees.** Organization is prohibited from charging Authors or Users fees for use of Authoring Tools and/or enrollment or completion of Authored Content.
- 2.8. Accreditation and Regulatory Approval.** Organization is responsible for ensuring that its use of Authored Content complies with any applicable regulations and accreditation standards related to Organization's offering educational content to its Users.
- 3. Authored Content Errors.** Organization is solely responsible for the accuracy and quality of its Authored Content. Organization agrees that it will correct any errors in Authored Content within fifteen (15) days of being made aware of the error(s).
- 4. Authored Content Appropriateness and Removal.**
- 4.1. Coursera reserves the right to remove Authored Content from its Platform that:
- 4.1.1. is of low technical quality or otherwise fails to meet the high educational standards consistent with the content available on the Coursera Platform;
- 4.1.2. constitutes inappropriate advertising content (as opposed to content with a direct pedagogical / training / educational purpose); or
- 4.1.3. Coursera reasonably determines may violate applicable law or may infringe a third party's intellectual property.
- 5. Author Consent and Required Releases.**
- 5.1. Before uploading Authored Content to the Platform, or allowing its Authors to do so, Organization will ensure that it has obtained any necessary licenses and rights to the Authored Content in order to permit Organization to grant to Coursera the License to Authored Content described in the License Grants section below and to provide Authored Content consistent with Organization's commitments herein, as well as the following commitments, permissions and releases of liability from the Author:
- 5.1.1. the absolute right and permission to use, publicly broadcast, distribute, reproduce and digitize any Authored Content as contemplate herein;
- 5.1.2. the right to use Author's name, voice, image or likeness (whether still, photograph or video) and any Authored Content they provide in connection with provision of the Authored Content on the Coursera Platform;
- 5.1.3. Author's release, discharge, promise not to sue, and hold harmless Coursera and


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its affiliates, successors and assigns from and against any and all claims, demands and/or causes of action arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to any Authored Content provided by such Author; and

- 5.1.4. the right to grant any or all of the foregoing rights and permissions to Coursera for the duration such Authored Content is offered through Coursera's platform.
 - 5.2. As between Organization and Coursera, Organization will be solely responsible for reviewing and obtaining any necessary licenses, commitments, permissions and releases of liability described in this Section. Organization hereby accepts full liability for any failure to obtain such licenses, commitments, permissions and releases of liability required to make Authored Content available on Coursera's platform.
6. **Content Rights.**
- 6.1. **Authored Content.** As between the Parties, Organization retains all rights in the Authored Content (except for the license rights granted in these terms and conditions).
 - 6.2. **User Content.** The Parties acknowledge that each User retains all rights in content created by the User as part of a Course or Authored Content, such as submitted homework, forum posts, and the like ("**User Content**") in accordance with Coursera's Terms of Use applicable to Users (which may be amended from time to time). Accordingly, User Content may only be used with the appropriate User consent, which may be stipulated in advance by Organization at the time the User begins a Course or Authored Content.
 - 6.3. **No Other Restrictions.** Nothing in these terms and conditions restricts Coursera from using content that is not Organization Authored Content. These terms and conditions do not limit the rights and permissible uses that either party would have independent of this terms and conditions, including rights under the U.S. Copyright Act or other applicable intellectual property laws.
7. **License Grants.**
- 7.1. **Content Licenses.**
 - 7.1.1. **License to Authored Content.** Organization grants to Coursera a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Authored Content on Coursera Properties to deliver Authored Content to Organization's Users.
 - 7.1.2. **License to User Content and Course Enhancements.** Coursera grants to Organization a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use User Content and Course Enhancements on the Platform. Organization may obtain additional licenses to User Content if it obtains User consent.
 - 7.2. **Platform License.** Subject to these terms and conditions, Organization and its Authors will have the right to access and use the Platform for purposes of utilizing the Authoring Tools, uploading and managing Organization Authored Content.
 - 7.3. **Marks Usage License for Authored Content.** Each Party grants the other a non-exclusive, non-assignable, limited, worldwide license (without right to sublicense) to use its name, brand name, service marks and logos (the "**Marks**") solely in connection with the offering of Authored Content, and if applicable, on the certificates issued to Users who successfully complete a Course (or bundled Course offering).
 - 7.4. **Grant of Completion Certificates.** The Parties agree that in connection with the licenses granted in this Section 7, Coursera may, in cooperation with Organization, issue certificates to Users who have completed a Guided Project. The certificates may include


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Coursera and/or Organization's logo(s) and wording substantially similar to the following, or other language as may be approved in advance by the Parties:

[Name of User] has successfully completed the course, [Course Name], an online, [Guided Project] authorized by XXX (Organization Name) and offered through Coursera.

- 7.5. No Implied Licenses.** Except as otherwise expressly granted in these terms and conditions, no license or other rights under a Party's intellectual property rights is granted to the other Party, by implication, estoppel or otherwise.
- 8. Accessibility for Users with Disabilities.**
- 8.1. Coursera Responsibilities.** Coursera will use commercially reasonable efforts to ensure that the Coursera Platform will comply with the Web Content Accessibility Guidelines 2.1 "AA" standards or the latest reasonable commercial standard. Content Provider will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this section.
- 8.2. Organization Responsibilities.** Accessibility of the Authored Content is the sole responsibility of Organization. Organization acknowledges and agrees that all Authored Content, including plug ins, videos, or any services or materials provided or authorized by Content Provider as part of the Authored Content will comply with the Web Content Accessibility Guidelines 2.1 "AA" standards, or the latest reasonable commercial standard. Organization is responsible for complying with applicable laws and regulations with respect to Authored Content -based accommodations for Users with disabilities.
- 9. Representations.**
- 9.1.** Organization further represents and warrants to Coursera that use of the Authored Content on the Platform will not infringe the intellectual property rights of a third party.
- 9.2.** Coursera further represents and warrants to Organization that, to its knowledge, use of the Platform by Organization or Authors will not infringe the intellectual property rights of a third party.
- 10. Indemnification.** Organization will indemnify, defend, and hold harmless Coursera from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) that any Organization brand features or other content used in accordance with these terms and conditions infringe or misappropriate any intellectual property rights of a third party; (ii) relating to Organization or its Authors or Users use of Authoring Tools or any Authored Content or its use by Users; or (iii) Organization's breach of the terms herein, including Organization's failure to ensure Authored Content is consistent with the standards described in the Accessibility for Users with Disabilities section herein.
- 11. Termination.**
- 11.1. Termination due to Coursera for Campus Order Form Termination.** If Organization's Order Form(s) providing access to the Coursera for Campus catalog terminate or expire, these terms and conditions, and Organization's access to the Authoring Tools and permission to deliver Authored Content to its Users shall terminate simultaneously and automatically.
- 11.2. Termination without Cause.** Either Party may terminate these terms and conditions upon providing at least 30 days' prior written notice of such termination to the other Party (without effect to any other part of the Agreement).
- 11.3. Consequences of Termination.**
- 11.3.1. Termination of these terms and conditions for any reason does not relieve either Party of its obligation to pay any amounts owed to the other Party that became due prior to such termination.


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11.3.2. Upon any termination of these terms and conditions, each Party will promptly return all Confidential Information (other than these terms and conditions) of the other Party in its possession or control.

11.3.3. Upon termination, Organization may download its Authored Content from the Platform to the extent technically feasible. For Authored Content such as Guided Projects, Organization will be able to download videos and transcripts of the Guided Projects, but shall not be able to or permitted to access and download keystream data.

12. Publicity activity.

12.1.1. In exchange for early access to the beta version of the Authoring Tools, Organization shall cooperate in good faith with Coursera to engage in appropriate publicity activity relating to the Authoring Tools, such as (without limitation) participation in a case study, providing a quote or use on Coursera's website or press release, and agreeing to act as a customer reference.



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