



Coursera Content Authoring Addendum

Effective as of February 15, 2024.

BACKGROUND

1. This Coursera Content Authoring Addendum (the “**Addendum**”) is made between Coursera, Inc. (“**Coursera**”) and the entity to which Coursera grants access to its Platform (“**Organization**”) (collectively referred to as the “**Parties**”).
2. This Addendum supplements the existing agreement between Organization and Coursera, through which Coursera grants Organization access to its Platform (the “**Existing Terms**”).
3. Coursera’s university and industry partners (collectively “**Content Partners**”) use the proprietary platform developed by Coursera (the “**Platform**”) to develop online Courses, course resources, specializations, certificates, and course-related materials (“**Content Partners Course Content**”), and grant Coursera a license to host such content on its Platform.
4. As a beta service to its customers, Coursera is offering access to features and functionality made available by Coursera to produce content, including its proprietary artificial-intelligence (“**AI**”) powered Course customization and generation tool, Coursera Course Builder (hereinafter referred to as “**Course Builder**”)(collectively “**Authoring Tools**”).
5. Course Builder gives customers the ability to curate, customize and generate online courses and course-related resources within the Platform.
6. Coursera has made select Content Partners Course Content available on the Platform for Course Builder curation and course generation purposes.
7. Organization desires to license access to Authoring Tools and Course Builder to generate courses and supporting content within the Platform, subject to the terms and conditions contained herein.

WHEREAS, the Parties mutually acknowledge and agree to be bound by the terms and conditions below:



ADDENDUM

1. Capitalized Terms. Any capitalized terms used herein without definition shall have the meanings ascribed to them in the Existing Terms. If there is any inconsistency between the Existing Terms and the terms of this Addendum, the terms of the Existing Terms shall control.

2. Content Types.

2.1. "**AI-Conceived Course Content**" means the resulting Course and/or any supporting course resources created by Course Builder's artificial intelligence modality and related machine-learning faculties in response to receiving a Directive Prompt to request the creation of **Ancillary Course Resources**, subject to Coursera and its Content Partners' ownership of the Platform, Courses and their respective derivative works.

2.2. "**Ancillary Course Resources**" means assessments, course syllabi, course descriptions, module names & descriptions, learning objectives, glossary readings, and other supporting course materials.

2.3. "**Assembled Course Content**" means the resulting Course and/or any Ancillary Course Resources generated pursuant to Directive Prompts inserted into Course Builder requesting a curated Course derived from multiple Courses (and course content) within participating Content Partners Course Content, subject to Coursera and its Content Partners' ownership of the Platform, Courses and their respective derivative works.

2.4. "**Modified Course Content**" means the resulting Course and/or any Ancillary Course Resources generated pursuant to Directive Prompts inserted into Course Builder to assemble a modified or an adapted version of an existing Course, subject to Coursera and its Content Partners' ownership of the Platform, Courses and their respective derivative works.

2.5. "**Course Builder Course Content**" means all AI-Conceived Course Content, Ancillary Course Resources, Assembled Course Content and Modified Course Content as generated using the Course Builder tool on the Platform.

2.6. "**Directive Prompts**" means any and all prompt inputs, including course syllabi, and learning objectives, provided to Course Builder by Customer in order to generate Course Builder Course Content.



2.7. “**Authored Content**” means private assessments, lessons, courses, Coursera Labs including Guided Projects (previously called Rhyme projects), or other content types (as applicable) created by Organization using the Authoring Tools functionality (but not including any Course Builder content).

3. Scope of Addendum.

3.1 The terms and conditions of this Addendum govern Organization’s use of (i) Authoring Tools, (ii) all Authored Content, and (iii) all Course Builder Course Content generated by Course Builder, as made available to Users on the Platform. Please note that we review our content authoring terms from time to time, and that these terms are subject to change. Any change, update, or modification will be effective immediately upon posting

3.2 For the duration of the Existing Terms, the terms and conditions contained herein shall apply to (i) Organization, and (ii) any Users, employees, contractors, and/or agents, or other authorized individuals designated by Organization to administer the use of Authoring Tools to facilitate Organization’s access to Authoring Tools and configuration of Courses using Authoring Tools on the Platform (“Administrator”).

3.3 For the avoidance of doubt, all Users and Administrators who create a Coursera account on the Platform, shall be subject to Coursera’s Terms of Use, located at: <https://www.coursera.org/about/terms>.

4. Authoring Tools Conditions.

4.1 *Accreditation and Regulatory Approval; Accuracy.* Where and if applicable, Organization is responsible for ensuring that its use of Authored Content and Course Builder Course Content complies with any applicable regulations and accreditation standards related to Organization’s offering educational content to its Users. Organization is solely responsible for confirming the accuracy and quality of Authored Content and Course Builder Course Content it generates through its use of Course Builder. Organization agrees that it will correct any discovered error(s) in its Authored Content and Course Builder Course Content within thirty (30) days of being made aware of such error(s). Organization agrees that Coursera shall not be liable or responsible for accuracy or quality of Authored Content and Course Builder Course Content.

4.2 *Beta Mode.* Organization acknowledges and affirms it is aware that:



i. the Authoring Tools offering is currently a “beta” version, and may be a time-limited, feature-limited and/or functionality-limited offering;

ii. Authoring Tools may have or produce errors and defects, and Organization’s reliance or use of Authoring Tools is entirely at Organization’s own risk;

iii. Coursera is not obligated to maintain or support the beta version, or to provide the beta version of ongoing or additional licensing terms;

iv. the beta version of Authoring Tools may no longer be available, and Organization may be required to immediately cease from any further use of Authoring Tools following notice from Coursera; and

v. Coursera shall not be held liable for any unavailability of Authoring Tools.

vi. *Provisional Service.* Authoring Tools are a provisional service. As such, Coursera reserves the right, in its discretion, to modify, suspend, or deprecate any feature of Authoring Tools, Authored Content, or Course Builder Course Content in its entirety, for any or no reason, including but not limited to: discovered defects, inability to provide support, etc.

4.3 Learner Support. Coursera may provide, at its sole discretion, technical support to Administrators and Users who submit support requests through designated channels on the Platform. Aside from such technical support or other support outlined in the Existing Terms, Organization shall remain responsible for addressing and resolving its Users’ questions or complaints relating to Authoring Tools, Authored Content, or Course Builder Course Content.

4.4 No Content Partner Course Credit. Organization acknowledges that Authored Content and Course Builder Course Content is created for the benefit of its Users. Organization is prohibited from making representations that state or imply that the Content Partners endorse, support, or have partnered with Organization to create Course Builder Course Content. Neither shall Organization represent or imply that Content Partners shall award Content Partner Course credit from the Content Partner’s institution for a User’s completion of Course Builder Course Content.

4.5 Restrictions on Commercialization. Organization is prohibited from commercializing Authoring Tools, Course Builder and/or Course Builder Course Content.



4.6 *Restrictions*. Organization's use of Authoring Tools is restricted to generating Authored Content and Course Builder Course Content to be hosted exclusively on the Platform for consumption by Organization's Users. Authored Content and Course Builder Course Content may only be accessed, delivered, used, or hosted by Organization on the Platform, and in accordance with the terms and conditions herein. For the avoidance of doubt, only Organization's Users and Administrators may access Authored Content and Course Builder Course Content.

5. Accessibility.

5.1 Accessibility of the Authored Content and Course Builder Course Content generated by Organization's use of Authoring Tools is the sole responsibility of Organization. Coursera reserves the right to remove any Authored Content or Course Builder Course Content that does not meet industry standards pertaining to accessibility.

6. Intellectual Property Rights.

6.1 Except as expressly set forth herein, this Addendum does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property.

6.2 *AI-Conceived Course Content*. As between the Parties, to the extent that intellectual property rights exist in the AI-Conceived Course Content, Organization retains all rights in the AI-Conceived Course Content (except for the license rights granted in this Addendum and subject to Coursera and its Content Partners' ownership of the Platform, Courses and their respective derivative works).

6.3 *Assembled and Modified Course Content*. As between the Parties, to the extent that intellectual property rights exist in the Directive Prompts used to generate Assembled Course Content and/or Modified Course Content, Organization retains all rights in such Directive Prompts. For the avoidance of doubt, all right, title and interest in and to the Content Partner Course Content (from which Assembled Course Content and/or Modified Course Content was subsequently generated) will at all times remain with the respective Content Partners.

6.4 *User Content*. The Parties acknowledge that each User retains all rights in content created by the User as part of a Course, such as submitted homework, forum posts, and the like ("User Content"). Accordingly, User Content may only be used by Organization with the consent of the User. For the avoidance of doubt, User Content is not Organization's content and/or Confidential Information.



6.5 *Brand Features*. For the purpose of accessing Authoring Tools within the Platform, each party grants the other a nonexclusive, non-assignable, limited, worldwide license to use its name, brand name, and other agreed-upon brand features, solely in connection with the offering of Authored Content and Course Builder Course Content, on the certificates issued to Users who successfully complete a Guided Project or Course Builder Course and in the marketing, promotion, and advertising of each party's brand and services, in accordance with the granting party's provided policies and guidelines. Coursera's brand features usage guidelines are located at legal.coursera.org/branding.html. Each party may display only the other party's brand features as authorized by the other party. For the avoidance of doubt, Coursera may display Organization brand features on the Platform in accordance with this Addendum (unless otherwise agreed to in the Order Form).

6.6 *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 and subject to Coursera or Content Partners' ownership of the Courses or any other materials existing on the Platform).

7. Content License.

7.1 *License to AI-Conceived Course Content*. Subject to the terms of this Addendum, to the extent that intellectual property rights exist in AI-Conceived Course Content, Organization grants to Coursera a perpetual, royalty-free, sublicensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the AI-Conceived Course Content on the Platform to deliver content to Users and to improve Coursera's products, services and Platform.

7.2 *License to Assembled Course Content and Modified Course Content*. Subject to the terms of this Addendum and solely for the duration of the Existing Terms, Coursera grants to Organization a limited, non-sublicensable, non-transferable, exclusive, worldwide license to access Assembled Course Content and/or Modified Course Content solely for the benefit and consumption of Organization's Users. For the duration of the Existing Terms, to the extent that intellectual property rights exist in Assembled Course Content and/or Modified Course Content, Coursera retains the right to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the Assembled Course Content and/or Modified Course Content to deliver content to Users and to improve Coursera's products, services and Platform. Any Assembled Course Content and/or Modified Course Content generated by Organization's Directive Prompts provided to Course Builder shall only be available to Organization on the Platform for the duration of the Existing Terms. Upon expiration of the Existing Terms, access to such Assembled Course Content and/or Modified Course Content shall simultaneously terminate and/or expire.



7.3 *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. Organization further represents and warrants that it has all rights required to grant the license present herein.

8. Publicity.

Intentionally Omitted.

9. Disclaimers.

9.1 Organization and Coursera understand and agree that:

i. Course Builder Course Content has been algorithmically generated by an AI model trained on a diverse range of data;

ii. Course Builder uses experimental technology, which may provide inaccurate or offensive content that does not represent Coursera's views;

iii. Course Builder Course Content should not be relied upon for medical, legal, financial or other professional advice, and is for informational purposes only;

iv. Course Builder Course Content may contain limitations, redundancies, inconsistencies, errors, omissions, and/or biases;

v. Coursera shall not be held liable for any potential and/or actual consequences that arise from the use of Course Builder and Course Builder Course Content.

vi. General Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NON-INFRINGEMENT. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR



THROUGH ITS PLATFORM, PRODUCTS, AND SERVICES, INCLUDING COURSE BUILDER AND ALL COURSE BUILDER COURSE CONTENT.

10. Termination.

10.1 *Termination due to Existing Terms Expiration.* If Existing Terms terminate or expire, then upon such termination or expiration: (i) the terms and conditions of this Addendum, (ii) Organization's access to Authoring Tools, Course Builder and all Course Builder Course Content accessible to Organization shall simultaneously terminate or expire. Organization may however 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 keystore data.