



COURSERA TERMS AND CONDITIONS

The following Terms and Conditions (“**Terms and Conditions**”) shall apply to Statements of Work, Order Forms, Orders, Purchase Orders, or other transaction documents (each an “**Order Form**”) between Coursera, Inc. (“**Coursera**”) and Carahsoft Technology Corp. (“**Organization**”).

1. Obligations.

a. As of the License Start Date, as defined below and as further detailed in the applicable Order Form, Coursera, Inc. (“**Coursera**”) grants to the particular end customer set forth in the Order Form (the “**End Customer**”) 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 herein and in the Order Form. “**License Start Date**” shall mean the date that Coursera gives “super administrator” access to End Customer, which shall give the End Customer the ability to invite Users to access Content Services. The License Start Date shall be evidenced by an e-mail notification to the End Customer. If the Order Form is issued, executed, or otherwise processed after the earliest Start Date listed therein, 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 End Customer. “**User Services**” means (i) customized landing page featuring the End Customer’s 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 End Customer. “**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 catalogue are determined by such factors as availability, pricing, and/or other restrictions. “**LMS Integration**” shall mean that Coursera will configure the Coursera API’s data exchange to the specifications for End Customer’s learning management system (“**LMS**”) to enable the LMS to sync with the Coursera 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 End Customer’s LMS customization or a significant LMS version release. Coursera and End Customer will mutually agree on the scope of ongoing LMS maintenance. End Customer 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 End Customer has opted to (1) create a learning plan for its users or (2) implement Single Sign-On (“**SSO**”), End Customer 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, End Customer’s unrestricted access to Coursera’s full catalogue shall include Courses and Specializations available to the applicable Coursera catalog (excluding any content for which creators have opted out of 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 the 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. 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 the 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 the Order Form: <https://www.coursera.org/about/privacy/data-protection-addendum>. As applicable, references to “Organization” in the Data Protection Addendum shall be replaced with the specific End Customer.

e. If Organization uses Coursera content authoring tools, use of such tools and custom course creation shall be governed by the terms located at the following link, which shall be incorporated into the Order Form: <https://www.coursera.org/about/terms-enterprise-content-authoring-addendum>.

f. 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 the 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 herein are reserved by Coursera.

3. **Fees and Billing.** Coursera will invoice Organization as set forth in the Order Form. Organization will pay the invoice on the payment terms set forth in the Order Form. Unless otherwise agreed upon between the Parties in writing or prohibited by law, all fees in an Order Form are non-cancelable and non-refundable upon the execution of the Order Form, acceptance of the Order Form by Coursera, or the issuance of any invoice by Coursera, whichever comes first. All fees paid pursuant to an Order Form are non-cancelable and non-refundable upon payment. For internal accounting purposes, Coursera will allocate 70% of fees for Content Services and 30% for User Services.

4. Taxes.

a. Organization will be responsible for the payment of all taxes, including but not limited to sales, use, value added, excise, goods and services, gross receipts, services, consumption, and other similar taxes (collectively “**Taxes**”) however designated that are properly levied or imposed on it by any taxing authority by reason of the transactions under the 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 including any interest and penalty will be billed to and paid by such other Party.

b. 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. To the extent the Organization is required by applicable law to withhold taxes or other amounts (“**Withholding Taxes**”) from the amount payable to Coursera, Organization shall notify Coursera within 30 business days of Effective Date of the Order Form and assist Coursera in obtaining the benefits of any reduced Withholding Taxes under any applicable income tax treaty or otherwise reasonably cooperate with Coursera to eliminate or minimize any applicable Withholding Taxes for such payments. Coursera shall expend its best efforts in timely



providing Organization with valid and official documentation issued by the relevant taxing authority for a lower rate of Withholding Taxes to be applied on that payment (e.g., letter of US tax residency certificate, Form 6166), and Organization shall apply such lower rate. If Organization is required by applicable law to deduct Withholding Taxes from amounts payable to Coursera under the Order Form, Organization will remit, and provide Coursera with evidence that Organization has remitted, the Withholding Taxes to the appropriate taxing authority. If requested, Organization will provide Coursera with a valid withholding tax certificate and proof of payment to the applicable tax authority, within 30 days of the date of request or, where applicable, within 30 days of the date that such evidence is required to be completed and filed with the applicable tax authority. If Organization is claiming tax exempt status, Organization shall provide sufficient evidence of tax exemption status from applicable state, federal, and local taxes. In the event of any assessment by a taxing authority, both Parties agree to cooperate with each other to resolve issues in order to minimize such assessment.

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

6. Termination.

a. **Termination for Breach.** Either Party may suspend performance or terminate the 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. **Termination for Convenience.** Unless otherwise agreed upon by the Parties in writing or required by law, Order Forms may not be terminated for convenience. In the event that Organization does terminate an Order Form for convenience, all fees paid under the Order Form are non-cancelable and non-refundable.

c. **Effects of Expiration or Termination.** Upon expiration or termination of the 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 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 the 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 the 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 will comply with all laws and regulations applicable to its performance of its obligations under the Order Form; (ii) it shall not take any action or omit to take any action under the Order Form or in connection with its business that would cause it to be in violation, in any applicable jurisdiction, of: (a) anticorruption laws and regulations, including but not limited to the Foreign Corrupt Practices Act (U.S.) and The Bribery Act 2010 (U.K.); or (b) anti-money laundering laws or regulations. The individual signatories to the Order Form each certify that they have full power and authority to enter into the Order Form on behalf of their respective organizations and bind their respective organizations to the Terms and Conditions herein. Organization represents that it: (i) is in compliance with the various economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control; (ii) is not currently listed on any Excluded or Denied Party List maintained by any U.S. Government agency; (iii) has the full power and authority to enter into the Order Form; and (iv) has obtained all applicable permissions and approvals to enter into the Order Form (including securing sufficient funds and resources

necessary for the execution and payment of the Services as stipulated in the Order Form) and fully satisfied all applicable regulatory and legislative requirements for Organization to enter into the Order Form prior to execution of the Order Form. Upon request by Coursera, Organization shall provide Coursera with written proof of the secured funding within three (3) business days.

b. **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 NONINFRINGEMENT. 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. Government Contracts. If the Order Form is entered into by a U.S. Government agency or U.S. government agency End Customer, these Terms and Conditions shall be modified as follows:

a. Add the following to Paragraph 7(c), "Confidential Information

– Required Disclosures: "Any provisions that require Organization to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. § 552."

b. Remove Paragraph 10(a), "Indemnification - By Organization."

c. Replace Paragraph 12(b), "Miscellaneous - Assignment" with the following: "All clauses regarding assignment are subject to FAR clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements."

d. Replace Paragraph 12(i), "Miscellaneous - Governing Law" with the following: "The Order Form shall be governed by and interpreted according to applicable federal law. Any disputes involving the Order Form shall be handled in accordance with FAR clause 52.212-4(d), "Disputes."

e. If the Order Form is entered into by a U.S. Government agency or in support of a U.S. Government contract, Coursera expressly rejects any Federal Acquisition Regulation (FAR) clause or FAR agency supplemental clause that is not a required flowdown for a firm-fixed-price, commercial item subcontract. Only the FAR clauses below are incorporated herein and are made part of the Order Form, provided the conditions described below apply to the Order Form, and all other FAR and FAR agency supplemental clauses are hereby rejected, unless Coursera expressly agrees to such clauses in writing.

52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015) (if the Order Form exceeds \$5.5M and has a performance period of more than 120 days)

52.219-8 Utilization of Small Business Concerns (Oct 2014)

52.222-21 Prohibition of Segregated Facilities (Apr 2015)

52.222-26 Equal Opportunity (Sep 2016)

52.222-35 Equal Opportunity for Veterans (Oct 2015) (if the Order Form equals or exceeds \$150,000)

52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014) (if the Order Form exceeds \$15,000)

52.222-37 Employments Reports on Veterans (Feb 2016) (if the Order Form equals or exceeds \$150,000)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)

52.222-50 Combating Trafficking in Persons (Mar 2015)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

10. 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 the 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 the 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 THE ORDER FORM FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. Limitation of Liability.

a. **Limitation on Indirect Liability.** NEITHER PARTY WILL BE LIABLE UNDER THE 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 THE 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 Organization's payment obligations, breaches of confidentiality obligations, violations of a Party's intellectual property rights by the other Party, or indemnification obligations.

12. 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 the 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 the Order Form (including these Terms and Conditions); 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 shall be liable or responsible to the other party for any failure or delay in fulfilling or performing when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, epidemics, pandemics, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the Effective Date of the Order Form; (f) national or regional emergency; (g) third party strikes, labor stoppages. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this section, the other party may thereafter terminate the Order Form upon ten (10) days' written notice.

d. **No Waiver.** Failure to enforce any provision of the Order Form, including these Terms and Conditions, will not constitute a waiver.

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

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

g. **No Third-Party Beneficiaries.** Except as explicitly set forth in the Order Form, there are no third-party beneficiaries to the Order Form.

h. **Equitable Relief.** Nothing in the Order Form (including these Terms and Conditions) will limit either Party's ability to seek equitable relief.

i. **Governing Law.** The Order Form is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE RELATING TO THE 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 the Order Form and/or these Terms and Conditions. The enforceability of an Order Form (and these Terms and Conditions) shall not be affected, amended or superseded by the issuance or acceptance of a purchase order delivered for the Services. Any Organization or End Customer 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 the Order Form, will survive termination of the Order Form.

l. **Entire Agreement.** These Terms and Conditions, and all documents referenced herein, are 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 these Terms and Conditions are hereby incorporated by reference.

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

n. **Acceptance.** The Services shall be deemed "accepted" as of the applicable License Start Date in the Order Form. Referencing these Terms and Conditions in an Order Form, shall be deemed the Parties' consent to the application of these Terms and Conditions.

o. **Attorney Fees.** Should either Party initiate a legal proceeding to resolve a dispute in the interpretation or enforceability of the Order Form, the prevailing party, as determined in any final judgment or award, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such proceeding from the non-prevailing party. The provisions of this section shall survive termination or expiration of the Order Form.

p. **Non-Academic and Academic Credit Use.** Courses under this Order Form shall be used for End Customer's standard learning and development training purposes. Such courses are to be used as supplemental materials to in-person instruction. If End Customer chooses to assign credit for such content, End Customer 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 or End Customer on any substantive changes or availability of content; and 3) Coursera and the Course Creators do not guarantee the availability of the content. If applicable, 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.

q. **Flow Down Term.** Organization shall "flow down" the terms in Exhibit A, attached hereto, to the applicable End Customer.

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Exhibit A -Terms for End Customer

Definitions and Rights. As of the applicable License Start Date, Coursera grants to End Customer and its users ("**Users**") a non-exclusive, non-transferable, revocable right to access and use the User Services and Content Services (collectively, "**Services**"). "**User Services**" means (i) customized landing page featuring the End Customer's 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 End Customer. "**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 catalogue are determined by such factors as availability, pricing, and/or other restrictions.

License Start Date. "**License Start Date**" shall mean the date that Coursera gives "super administrator" access to End Customer, which shall give End Customer the ability to invite Users to access Content Services. The License Start Date shall be evidenced by an e-mail notification to End Customer. 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 End Customer.

Limitations. The rights set out above do not include the right to, and End Customer 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 the 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.

LMS. "LMS Integration" shall mean that Coursera will configure the Coursera for Government API's data exchange to the specifications for End Customer's learning management system ("**LMS**") to enable the LMS to sync with the Coursera for Government 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 End Customer's LMS customization or a significant LMS version release. Coursera and End Customer will mutually agree on the scope of ongoing LMS maintenance. End Customer 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).

SSO. If End Customer has opted to (1) create a learning plan for its users or (2) implement Single Sign-On ("**SSO**"), End Customer 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, End Customer's unrestricted access to Coursera's full catalogue shall include Courses and Specializations available to Coursera for Government (excluding any content for which creators have opted out of the Coursera for Government catalogue, and industry and credit-eligible and/or credit-bearing university certificate programs).

Content Authoring Tools. If End Customer uses Coursera content authoring tools, use of such tools and custom course creation shall be governed by the terms located at the following link, which shall be incorporated into the Order Form: <https://www.coursera.org/about/terms-enterprise-content-authoring-addendum>.

User Access. Upon expiration of the User Licenses, End Customer shall forfeit any unused User Licenses, Enrollments and/or uncompleted Courses.

Coordination. Prior to the applicable License Start Date, End Customer shall provide Coursera with sufficient access to an Executive Sponsor to act as a point of escalation, a Business Owner responsible for all commercial conversations, a Technical Lead for technical assistance during implementation, and a Project Manager to deliver all relevant information to Coursera. Prior to the applicable License Start Date, End Customer shall also provide Coursera with reasonable assistance, cooperation, information and data necessary to ready the Coursera portal, including: (i) at least the number of learner emails to match the number of licenses purchased or details of email domains to be pre-approved for access; (ii) information on the courses to be configured in End Customer's learning program(s); (iii) engagement from the people aligned to the 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 (iv) other information pertinent to the successful configuration and launch of the Coursera portal. If End Customer does not provide the access and assistance listed above, the Coursera portal may use a standard configuration and the applicable License Start Date shall not change.

User Policies and Data Privacy. End Customer will cooperate to ensure each User's compliance with Coursera's user policies. End Customer 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 apply to the Order Form: <https://www.coursera.org/about/privacy/data-protection-addendum>. As applicable, references to "Organization" in the Data Protection Addendum shall be replaced with the specific End Customer.

Marketing. End Customer will collaborate with Coursera to jointly market and promote the relationship contemplated by the Order Form as well as the value of Coursera services to End Customer. Coursera may, in accordance with End Customer's branding guidelines, use End Customer's name and logo(s) to list End Customer as a customer and create mutually acceptable case studies highlighting the relationship of the Parties. Coursera may identify End Customer and provide the number of participating End Customer Users to the creators and instructors of Courses and/or Specializations accessed by End Customer's Users. 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 the Order Form or the performance of Services hereunder. End Customer shall not engage in any misleading communications that might state or imply that any Course Creators endorse, support, or have partnered with End Customer. End Customer shall provide conspicuous notice to Users that completion of Courses or Specializations does not provide Users with academic credit from the Course Creators. End Customer shall not use any logos or other branding elements of a Course Creator, provided that End Customer may make factual statements about the availability of Courses and Specializations using plain text.

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 End Customer, as well as all intellectual property rights, including all copyrights, trademarks, patents, rights in databases, goodwill, trade secrets, and moral rights. End Customer 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 End Customer herein are reserved by Coursera.

Confidential Information. 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 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 the 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 the Order Form that is marked as confidential or would normally be considered confidential under the circumstances. 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. Each Party may disclose the other Party's Confidential Information when required by law and must notify the other party of such disclosure.

Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, COURSERA DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT. 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.

Non-Academic and Academic Credit Use. Courses under this Order Form shall be used for End Customer's standard learning and development training purposes. Such courses are to be used as supplemental materials to in-person instruction. If End Customer chooses to assign credit for such content, End Customer is solely responsible for ensuring adequate pathways towards degree completion based on content availability. End Customer 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 End Customer on any substantive changes or availability of content; and 3) Coursera and the Course Creators do not guarantee the availability of the content. If applicable, 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.

Indemnification. To the extent permitted by law, End Customer 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 End Customer brand features or other content used in accordance with the Order Form infringe or misappropriate any intellectual property rights of a third party; or (ii) involving actions by Users and other individuals associated with End Customer (e.g., harassment on forums, plagiarism).

Limitation on Liability. COURSERA WILL NOT BE LIABLE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF COURSERA KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. COURSERA MAY NOT BE HELD LIABLE UNDER THE ORDER FORM FOR MORE THAN THE TOTAL AMOUNT PAID TO COURSERA UNDER THE APPLICABLE ORDER FORM.

Transferability (Coursera for Business). Up to 10% of User Licenses are transferable once among Users during each 12 month period following the License Start Date, provided, however, that all 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.

Transferability (Coursera for Government). User Licenses are transferable among Users (with up to 10% of User Licenses for government employee Users being transferable once during each 12 month period following the License Start Date), provided, however, that all 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.