



**AMENDMENT to the
ONLINE COURSE HOSTING SERVICES AGREEMENT FOR APPROVED CONTENT**

This Amendment amends the Online Course Hosting Services Agreement for Approved Content entered into as of June 11, 2015 (collectively referred to herein as the "**Agreement**") by and between West Virginia University Board of Governors on behalf of West Virginia University, a state university of higher education ("**Content Partner**") and Coursera, Inc., a Delaware corporation ("**Coursera**"). This Amendment shall be effective as of June 30, 2016 ("**Amendment Effective Date**").

Section 11.1 of the Agreement is hereby replaced by the following:

11.1 Term. This Agreement will commence on the Effective Date and will continue until June 30, 2022 (the "**Term**").

It is the intent of the parties for the Agreement to have not expired, and the parties hereby ratify any actions taken under the Agreement between the Amendment Effective Date and the date this Amendment is fully-executed.

All other terms of the Agreement remain in full force and effect. No other terms or conditions of the Agreement shall be negated or changed as a result of this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument.

The parties execute this Amendment by persons duly authorized as of the Amendment Effective Date set forth above.

Coursera, Inc.	West Virginia University Board of Governors on behalf of West Virginia University E. Gordon Gee, President, by
Signature: <u>D. M. Raineri</u>	Signature: <u>John P. Campbell</u>
Name: <u>Deanna Raineri</u>	Name: <u>John P. Campbell</u>
Title: <u>VP Partnerships and T&L</u>	Title: <u>Vice Provost</u>
Date: <u>February 24, 2017</u>	Date: <u>2/20/17</u>



OFFICE OF THE PROVOST

PO Box 6203 | 1500 University Ave.
Morgantown, WV 26506-6203
(WV 205) 293-2641 | 304.293.7554

<http://provost.wvu.edu/>
Equal Opportunity/Affirmative Action Institution

WVU FOIA #19122-001



ONLINE COURSE HOSTING AGREEMENT FOR APPROVED CONTENT

This ONLINE COURSE HOSTING AGREEMENT FOR APPROVED CONTENT ("**Agreement**"), made effective as of the last signature date by a party hereto (the "**Effective Date**"), is between Coursera, Inc., a Delaware corporation, with a principal place of business at 381 E. Evelyn Ave., Mountain View, CA 94041 ("**Coursera**") and West Virginia Board of Governors of behalf of West Virginia University, a state university of higher education, located at PO Box 6800, 150 Clay Street, Morgantown, WV 26506 ("**Content Provider**"). Each of Coursera and Partner may hereinafter be referred to as a "**Party**," and collectively, the "**Parties**."

BACKGROUND

WHEREAS, Coursera has developed a proprietary platform ("**Platform**") to host multi-media courses ("**Courses**") for consumption by end users ("**Learners**") via Coursera's properties (e.g., the Coursera website, mobile apps, and Catalog API; collectively, the "**Coursera Properties**"); and

WHEREAS, Content Provider signed a State University Online Course Hosting and Services Agreement on May 29, 2013 for the implementation of selected content on Coursera's Platform; and

WHEREAS, Content Provider desires to use the Platform to deliver specific online Course content specifically approved by Coursera and set forth in **Exhibit C** ("**Course Content**") and license to Coursera certain rights in such Course Content; and

WHEREAS, Coursera agrees to host Course Content on Coursera Properties, subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. COURSE CONTENT.

1.1 Course Specifications Document. Before launching Course Content on the Platform, Coursera must agree on the appropriateness of the Course details, duration and related matters. The Parties must complete a mutually-agreed-upon Course Specifications Document, available at: <http://legal.coursera.org/csf.pdf>.

1.2 Course Required Criteria. The Course Content must meet certain minimum standards ("**Course Criteria**"):

- a. Course Content must meet high academic standards;
- b. Course Content must use multi-media content in a coherent, high production-value presentation;
- c. Course Content must include grading functionality;
- d. Course Content should support peer-to-peer interaction activities as well as new and innovative social collaboration methods; and
- e. Course Content must be taught by a qualified, respected, and engaging individual chosen by the Content Provider ("**Instructor**").

1.3 Instructor Consent and Required Releases. Before uploading Course Content to the Platform, or allowing its Instructors to do so, Content Provider will ensure that it has obtained the required licenses and rights to the Course Content as well as a release of liability from the Instructor(s), any guest presenters, and any participants by having each Instructor, presenter, or participant, as applicable, sign the relevant Instructor Release, Guest Presenter Release, or Participant Release, and providing a copy of same to Coursera. The releases are attached as Exhibits B1-3 and can also be made available electronically upon request. As between Content Provider and Coursera, Content Provider will be responsible for reviewing and obtaining any necessary licenses, waivers, or permissions with respect to any third-party rights to Course Content provided by Content Provider.

1.4 Course Content Collaboration. Content Provider will designate a main Point of Contact (“*PoC*”), Project Manager, and/or other individuals as requested by Coursera to enable Course Content creation and collaboration on matters pertaining to the Parties’ duties under the Agreement. Coursera will designate a dedicated Partnership Manager as the primary contact for Content Provider on any issues relating to the Course Content, administration and related matters. Guidelines for creation of Content Provider’s administrative contacts are located at: <http://legal.coursera.org/administrativeteam.html>.

1.5 Course Development Timeline. Content Provider will provide Course Content to Coursera for review sufficiently in advance of launch of the Course on the Coursera Platform, and further in accordance with the timelines and related guidelines issued by Coursera.

1.6 Course Content Errors. Content Provider agrees that it will correct, in a timely fashion, any errors in Course Content prior to launch on the Platform.

1.7 Content Appropriateness.

- a. Coursera reserves the right to remove Course Content from its Platform that:
 - i. is of low technical quality or otherwise fails to meet Course Criteria;
 - ii. constitutes inappropriate advertising content (as opposed to content with a direct pedagogical purpose); or
 - iii. is in violation of any of Content Provider’s policies governing Instructor, presenter, or student behavior. Content Provider will make a copy of such policies available to Coursera upon request.

b. Third Party Claims. Should either Party receive a written notice from a third party alleging infringement of its intellectual property rights arising from the Course Content uploaded to the Platform, or receive notice of a governmental inquiry relating to the Course Content, or otherwise that the Course Content violates applicable law, that Party will promptly notify the other Party and the Course Content subject to the claim or inquiry may be removed from the Platform. If, at a later date, the claim is found to be unsubstantiated, the Parties will mutually discuss reinstating the applicable Course Content.

c. Coursera will endeavor to work collaboratively with Content Provider on Course Content takedown decisions but reserves the right to temporarily suspend reasonably objectionable Course Content, identified in this section 1.7, pending discussions with the appropriate Content Provider representative regarding the content.

1.8 Course Availability.

a. Session-Based Courses. Subject to Content Provider's rights in Section 1.7(b) above, once enrollment for a session-based Course has begun, Content Provider may not unilaterally remove, block, or suspend access, or authorize an Instructor to remove, block, or suspend access to the Course Content prior to the scheduled end date of the Course.

b. On-Demand Courses. Subject to Content Provider's rights in Section 1.7(b) above, once Course Content for an on-demand Course has been made available, Content Provider may not unilaterally remove, block, or suspend access, or authorize an Instructor to remove, block, or suspend access to the Course Content until: (i) for the removal of a single on-demand Course, six months after Coursera's receipt of a written removal notice from Content Provider; and (ii) for the removal of an on-demand Course that is part of a bundled course offering (a "*Specialization*"), 12 months after Coursera's receipt of a written removal notice from Content Provider.

1.9 University Advisory Board. The University Advisory Board ("*UAB*"), described in detail at <http://legal.coursera.org/uab.html>, shall promulgate guidelines and act as an escalation point on matters involving Content selection, content takedown issues and pedagogical matters.

2. CONTENT RIGHTS.

2.1 Course Content. As between the Parties, Content Provider retains all rights in the Course Content (except for the license rights granted in this Agreement).

2.2 Learner Content. The Parties acknowledge that each Learner retains all rights in content created by the Learner as part of a Course, such as submitted homework, forum posts, and the like ("*Learner Content*"). Accordingly, Learner Content may only be used with the appropriate Learner consent, which may be stipulated in advance by the Instructor at the time the Learner begins a Course.

2.3 Other Content. As between the Parties, Coursera and its licensors retain all rights in the Platform, Coursera Properties, Services, other Coursera products, and all content (other than the Course Content and Learner Content) used or created in connection with the foregoing, including ownership of enhancements to the Course Content not provided by Learners as part of the Course, such as Course Content translations provided by Coursera through crowdsourcing, translation vendors, or other means (the "*Course Enhancements*").

2.4 Limitations on Use of Course Enhancements. Notwithstanding Section 2.3 above, Coursera shall not use Course Enhancements for any purpose not related to the offering of the Course on the Coursera Properties or for purposes not specifically authorized by Content Provider.

2.5 No Other Restrictions. Nothing in this Agreement restricts Coursera from using content that is not Course Content. This Agreement does not limit the rights and permissible uses that either party would have independent of this Agreement, including rights under the U.S. Copyright Act or other applicable intellectual property laws.

3. LICENSE GRANTS.

3.1 Content Licenses.

a. License to Course Content. Content Provider grants to Coursera a nonexclusive, sub-

licensable to its affiliates or as otherwise agreed to by the Parties, worldwide license to copy, distribute, modify, create Course Enhancements for, publicly perform, publicly display, and otherwise use Course Content on Coursera Properties and for reasonable marketing purposes. If Course Content is incorporated during the Term into fixed media displays of Coursera products (for example, screenshots or video demonstrations of Coursera products for marketing purposes in television broadcasts, print media, or other fixed media), this license will be perpetual and irrevocable for those fixed media uses.

3.2 Platform License. Subject to the terms and conditions of this Agreement, Content Provider and its Instructors will have the right to access and use the Platform for purposes of uploading and managing Course Content. Content Provider and its Instructors may also have the right to construct or provide additional software of value for use with one or more Courses, which software will connect with the Platform via APIs provided by Coursera. Coursera is hereby granted a royalty-free and nonexclusive license to use any such software, interfaces or assessment features for the duration of the applicable Course(s). Content Provider will not and will not permit any Instructor or other representative to: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Platform; or (ii) modify, adapt, alter, or create derivative works of the Platform.

3.3 Marks Usage License. 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 Course Content, on the certificates issued to Learners who obtain successful Course completion, and in the marketing, promotion, and advertising of each Party’s brand and services, solely in accordance with the granting Party’s policies, guidelines, or direction. Content Provider’s logo and trademark usage direction is provided below. Coursera’s trademark usage guidelines are located at: <http://legal.coursera.org/branding.html>. The Parties agree that any and all permitted use of the other Party’s Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the granting Party. The Marks of a granting Party are and will remain the sole and exclusive property of that Party.

Content Provider Logo:	https://brand.wvu.edu/downloads-toolkit/logo-signature
Content Provider Trademark Guidelines:	Usage of Content Provider’s Marks requires the written permission of the Content Provider’s Office of Trademark Licensing (“OTL”). The OTL will have the right to review Coursera’s usage of its Marks prior to publication of any media employing the Marks and require modifications to such use consistent with the Content Provider’s standards. At the request of the OTL, Coursera will correct all uses that do not comply with the OTL’s direction for any use of the Marks.

3.4 Grant of Verified Certificates. The Parties agree that in connection with the licenses granted in Section 3.3 above, Content Provider agrees that Coursera will issue verified certificates to Learners who have signed up for and achieved the requirements associated with the verified certificate paid service. Such verified certificates shall include Content Provider’s logo and the following wording, or other language as may be approved in advance by the Parties:

“[Name of Student] has successfully completed the course, [Course Name], on topic [Topic], an online, non-credit course authorized by XXX (Content Provider Name) and taught by Professor [Prof Name] of XXX (Content Provider Name).”

3.5 No Implied Licenses. Except as otherwise expressly granted in this Agreement, no license or other rights under a Party's intellectual property rights is granted to the other Party, by implication, estoppel or otherwise.

4. COURSERA SERVICES.

4.1 Course Monitoring and Analytics.

a. Forums. Certain Courses may provide functionality for interactive forums through which Learners can interact with each other and with Instructors to discuss a Course. Content Provider will make reasonable efforts to monitor the respective forum to ensure that material Course errors, Quality Standards or other issues are identified and addressed.

b. Analytics and Scores. Coursera will administer assessments and make available to Content Provider certain aggregate raw data and analytics regarding Learner behavior and performance for Content Provider Courses, which will include information on any of the following: Learner demographics, module usage, aggregate assessment scores and reviews. Content Provider agrees that its use of such data shall be in accordance with Coursera's Privacy Policy located at: <https://www.coursera.org/about/privacy>.

c. Mirroring. Coursera will continue to partner with international internet technology services companies (e.g., NetEase) in order to provide mirroring capabilities for Courses and other mechanisms for improving delivery of Course Content to international Learners. Content Provider agrees to cooperate with Coursera as needed to enable mirroring of Course Content, but its Instructors are free to opt out of mirroring on a Course by Course basis as shall be indicated on the Course Specifications Document.

4.2 Accessibility for Learners with Disabilities.

a. Coursera Responsibilities. Coursera will: (i) use commercially reasonable efforts to make the Platform reasonably accessible to Learners with disabilities, (ii) proactively provide captioning for Courses offered to the public whose initial enrollment is above 10,000 Learners, and provide such captioning for courses whose initial enrollment is smaller, in a timely manner, upon request by a Learner with a disability, (iii) provide Content Provider with text transcripts of captions to facilitate Content Provider's creation of audio captions for visual elements of its Course Content, to the extent such text transcripts have been created by Coursera, and (iv) provide a capability for collecting and displaying "crowd-sourced" annotations to Course Content. Content Provider will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this paragraph.

b. Content Provider Responsibilities. Content Provider is responsible for complying with applicable laws and regulations with respect to Course Content-based accommodations for Learners with disabilities. Upon request, Coursera will provide assistance to Content Provider in providing such accommodations, for a fee to be mutually agreed upon.

c. Protocol for Accessibility to End Users with Disabilities. The Parties will cooperate to establish and maintain a set of protocols to address accessibility by end users with disabilities, available at: <http://legal.coursera.org/accessibility.html><http://legal.coursera.org/accessibility.html>

5. PAYMENTS.

5.1 Monetization Models.

a. Unless the lead Instructor for a Course opts out with Content Provider approval, each approved Course will participate in Coursera's Verified Certificate service. Content Provider will receive a percentage of Net Sales Revenue received for each Learner that opts into and pays for the Verified Certificate service, as

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further set forth in Exhibit A. “*Net Sales Revenue*” means sales receipts for Courses that are past the refund period, less any distribution costs or taxes paid to third parties.

5.2 Payment Terms.

a. Electronic Fund Transfer Information. Content Provider must provide Coursera with its wire transfer information, including bank account details and wire instructions in order to allow Coursera to send Content Provider its portion of the Net Sales Revenue. The EFT Information form is located at: <http://legal.coursera.org/eft.pdf>. Coursera will ensure that such information is only shared with authorized employees and contractors and will treat such information as Confidential Information.

b. Taxes. Each Party 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 Agreement (other than for taxes based on the other Party’s income). If a Party is required to pay any such taxes for which the other Party is responsible, then the taxes will be billed to and paid by such other Party.

6. CONFIDENTIALITY AND PUBLICITY.

6.1 Definition. “Confidential Information” means information disclosed by (or on behalf of) one party to the other party under (or in connection with) this Agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party, but in any event, Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.

6.2 Confidentiality Obligations. The recipient of any Confidential Information will not disclose that Confidential Information except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use such Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law. Each Party will adhere to all requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 USC § 1232g, and its implementing regulations with respect to student education records of Learners who are also registered students of Content Provider.

6.3 Return. Each Party hereby agrees to, within 30 days after Termination of the Agreement: (i) return all documents and tangible items it or its employees or agents have received or created pursuant to this Agreement pertaining, referring or relating to the other Party’s Confidential Information and (ii) return or certify in a writing attested to by a duly authorized officer of such Party that it has destroyed all copies thereof.

6.4 Publicity. Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other’s prior written approval.

7. LEARNER DATA.

7.1 Compliance with Law. Each Party’s use of Learner data and other information, including emails, will be subject to the Coursera Privacy Policy and all applicable laws, including anti-spam legislation in any jurisdiction the Course Content is available to Learners (e.g., Canada’s Anti-Spam Law). For the avoidance of doubt, where applicable law mandates express consent from the Learner prior to sending marketing communications to the Learner, and the disclosure of such use in Coursera’s Privacy Policy or otherwise by Coursera does not by itself satisfy the requirements such law, Content Provider must obtain the appropriate consent directly from Learners.

7.2 Allowable Marketing. Content Providers may only send targeted emails to those Learners who are actively engaged in Content Provider's Courses (such list to be provided by Coursera), regarding Content Provider-sponsored activities, and such emails must be consistent with Content Provider's high standards and not impose an unreasonable intrusion on a Learner's time or resources.

7.3 Intentionally Deleted.

7.4 Confidentiality.

a. Content Provider Responsibilities. Content Provider will treat as Confidential Information any and all Learner data or information received from Coursera. In connection therewith, Content Provider agrees that it shall not use Learner emails or other information received hereunder to directly promote any massive open online course on a platform that is competitive to Coursera.

7.5 Research. Coursera will share Learner information with researchers, and any research or experimentation on Learners through the Platform will be conducted, pursuant to the Coursera Research Policy available at: <http://legal.coursera.org/research.html>. Amendments to the Research Policy will be approved by the UAB, or a committee appointed by the UAB.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Mutual Representation. Each party represents and warrants that it has full power and authority to enter into this Agreement.

8.2 Representations by Content Provider. Content Provider further represents and warrants to Coursera that: (a) all Instructors or guest presenters providing any Course Content for use on the Platform have delivered the **applicable Instructor Consent and Release, Guest Presenter Agreement, and Participation Release, as set forth in Exhibits B1-3**; (b) to its knowledge, use of the Course Content on the Platform will not infringe the intellectual property rights of a third party; and (c) all Courses provided by Content Provider for use with the Platform satisfy the Course Criteria.

8.3 Representation by Coursera. Coursera further represents and warrants to Content Provider that, to its knowledge, use of the Platform by Content Provider or Instructors will not infringe the intellectual property rights of a third party.

9. DISCLAIMERS; LIMITATION OF LIABILITY.

9.1 DISCLAIMER OF WARRANTIES. THE SERVICES AND THE PLATFORM ARE PROVIDED BY COURSERA "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

9.2 LIMITATION OF LIABILITY. EXCEPT FOR THE ITEMS IN SECTION 10.3: (A) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; AND (B) NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE REVENUE RECEIVED, RECOGNIZED, AND RETAINED BY SUCH PARTY IN CONNECTION WITH THE MONETIZATION OF Content Provider COURSES UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FOR DAMAGES OR LIABILITY AROSE.

9.3 EXCLUSIONS. Nothing in this Agreement excludes or limits either party's liability for: (a) fraud or fraudulent misrepresentation; (b) breach of Section 6 (Confidentiality); (c) obligations under Section 10 (Indemnification); and (d) matters that cannot be excluded or limited under applicable law.

10. PARTIES' RESPONSIBILITIES.

10.1 Each Party will be responsible for its own acts, omissions, and the results thereof.

10.2 Intentionally Deleted.

10.3 Intentionally Deleted.

11. TERM AND TERMINATION.

11.1 Term. This Agreement will commence on the Effective Date and will continue in effect until June 30, 2016 (the "*Term*").

11.2 Termination.

a. Termination for Cause. Either Party may terminate this Agreement, upon written notice to the other Party: (a) if such other Party commits a material breach of this Agreement, which breach is not cured within 30 days of receipt of written notice of such breach from the non-breaching Party; (b) immediately if such other Party has a receiver appointed, or an assignee for the benefit of creditors or in the event of any insolvency or inability to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws; or (c) immediately if the acts or omissions of such other Party adversely or negatively cause or result in material damage to or loss of a Party's reputation.

b. Termination without Cause. Either Party may terminate this Agreement upon providing at least 90 days' prior written notice of such termination to the other Party.

c. Consequences of Termination. Termination of this Agreement 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. Upon any termination of this Agreement, each Party will promptly return all Confidential Information (other than this Agreement) of the other Party in its possession or control. In the event of termination of this Agreement by either Party, all rights and obligations under this Agreement will immediately cease, and Coursera will have no further obligation to provide any of the Services, except that in the event the Agreement is terminated without cause, Coursera will continue to host and make available, and have the right to monetize, any Course that is being hosted and provided by Coursera through the Platform at the time of termination for the remainder of the Course, subject to Content Provider's rights to take down content in Section 1.7(b) and 1.8.

11.3 Surviving Provisions. The following provisions will survive any expiration or termination of this Agreement: Sections 2, 3.1(a), 3.1(c), 6 and 9-12.

12. GENERAL TERMS.

12.1 No Exclusivity. Nothing in this Agreement shall limit a Party's ability to enter into arrangements and/or agreements with any third party.

12.2 Notices. All notices must be in writing and addressed to the attention of the other Party's legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal or overnight courier, when received if sent by mail without verification of receipt, or within

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five business days of posting if sent by registered or certified post; or (b) 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.

If to Coursera, at:

**Coursera, Inc.
Attn: Legal Department
381 East Evelyn Avenue
Mountain View, CA 94041
Phone: (650) 386-5525**

If to Content Provider, at:

**West Virginia University
General Counsel's Office
P.O. Box 6204
105 Stewart Hall
Morgantown, WV 26505
Phone: (304) 293-5841**

12.3 Assignment. Neither Party may assign or transfer any part of this Agreement 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 Agreement; and (b) the assigning Party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

12.4 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.

12.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

12.6 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

12.7 No Agency. The Parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.

12.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.9 Equitable Relief. Nothing in this Agreement will limit either Party's ability to seek equitable relief.

12.10 Intentionally Deleted.

12.11 Intentionally Deleted.

12.12 Amendment. Any amendment must be in writing and expressly state that it is amending this Agreement.

12.13 Entire Agreement. This Agreement, and all documents referenced herein, is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

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12.14 Counterparts. The Parties may enter into this Agreement in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

12.15 Compliance with Laws. Each Party will comply with all federal, state and local laws and regulations, as amended from time to time, applicable to such Party's performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Coursera, Inc.
"Coursera"

By: Richard C. Lewin

Printed Name: Richard Lewin

Title: Chief Executive Officer

Date: June 11, 2015

"Content Provider"

By: Sue Day-Perroots

Printed Name: Sue Day-Perroots

Title: Associate Vice President Academic
Innovation

Date: 6/10/15



Exhibit A
Revenue Sharing

1. Coursera Monetization Model

Coursera will pay to Content Provider **fifty percent (50%) of Net Sales received by Coursera for Courses offered through the Platform under the Verified Certificate service** (the “*Revenue Share*”).

Exhibit B-1
Instructor Release

Plain English Summary:

In order to assist you, here's a plain English summary of this agreement.

As an instructor, you are agreeing to:

- Give your university and Coursera the right to use the content and any new features you produce on the Coursera platform;
- Make reasonable efforts to ensure that course content accommodates people with disabilities and does not include inappropriate content;
- not misuse your administrator access to the Coursera Platform; and
- not hold Coursera responsible for any legal claims - either yours or someone else's - related to your content and use of the Coursera site.

This consent and release is made in reference to any course that is being prepared for online distribution under an agreement between Coursera and my university ("**University**"). I hereby grant University the absolute right and permission to use, publicly broadcast, distribute, reproduce and digitize any Content that I upload, share or otherwise provide in connection with the Course or my use of the Platform. "**Content**" means any information, data, works of authorship including videos, lectures, course materials and syllabi. To the extent I create or develop any software, interfaces or assessment features for use in connection with the Course or the Platform ("**New Features**"), I hereby irrevocably grant University the right to use New Features in connection with the Course. University will have the right to grant any or all of the foregoing rights and permissions to Coursera for the duration such Content is offered through Coursera's platform, and to other entities or persons in connection with any other distribution of the Course.

I represent that to the best of my knowledge, I have all necessary right and authority to grant the rights herein granted with respect to the Content I upload, share or otherwise provide in connection with my use of the Platform. I further represent that I have used and will use best efforts: (i) not to incorporate or use any libelous, slanderous or infringing Content; and (ii) to consider students with disabilities in the preparation and presentation of Content for such Course(s), such as verbally describing visual elements for the visually impaired.

I agree further that to the extent I am provided administrator access to the Coursera Platform for the purposes of loading Content I create, I shall utilize the Platform in strict accordance with Coursera's Terms of Use. Specifically, I agree not to reverse engineer the Coursera Platform, access, tamper with, break or circumvent security measures associated with the Platform, or otherwise test the vulnerability of the Coursera Platform, systems or networks unless specifically authorized to do so by Coursera.

I hereby release, discharge, promise not to sue, and hold harmless Coursera and 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 Content I upload, share or otherwise provide in connection with use of the Platform.

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I certify and represent that I have read this Release and fully understand its meaning and effect.

Instructor Printed Name: _____

Instructor Signature: _____

Date: _____

**Exhibit B-2-
Guest Presenter Release**

Plain English Summary:

In order to assist you, here's a plain English summary of this agreement.

As a guest presenter, you are agreeing to:

- Give your university and Coursera the right to use the content and any new features you provide including your name, image and likeness;
- represent that you have the rights to grant the permissions you are granting; and
- promise not to sue Coursera over the content that you are voluntarily providing as part of the Course.

I grant University the right to use my name, voice, image or likeness (whether still, photograph or video) and any Content I provide in connection with the preparation of the Content for the Course and the provision of the Course on the Coursera Platform. I also irrevocably grant University the right to grant any or all of the foregoing rights and permissions (i) to Coursera for the duration such Content is offered through the Platform, and (ii) to other entities or persons in connection with any other distribution of the Course. "**Content**" means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. "**Platform**" means Coursera's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I represent that to the best of my knowledge, I have all necessary right and authority to grant the rights herein granted with respect to the Content I upload, share or otherwise provide in connection with my use of the Platform. I hereby release, discharge, promise not to sue, and hold harmless University and its affiliates, successors and assigns and any entity, including Coursera, to which University may grant any right or permission authorized hereunder, from and against any and all claims, demands, costs and/or causes of action of any nature 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 the use of my name, voice, image or likeness (whether still, photograph or video) in connection with the provision of the Course on the Platform or its distribution through other means.

I certify and represent that I have read this Release and fully understand its meaning and effect.

Guest Presenter Printed Name: _____

Guest Presenter Signature: _____

Date: _____

**Exhibit B-3
Participation Release**

Plain English Summary:

In order to assist you, here's a plain English summary of this agreement.

As a Participant in the Course, you are agreeing to:

- a. Give the university and Coursera the right to use any content you provide including your name, image and likeness; and
- b. promise not to sue the university and Coursera over your voluntary participation in the Course.

I hereby irrevocably grant University the full and absolute right to use my name, voice, image or likeness (whether still, photograph or video) in connection with the preparation of the Content for the Course and the provision of the Course on the Platform. I also irrevocably grant University the right to grant any or all of the foregoing rights and permissions (i) to Coursera for the duration such Content is offered through the Platform, and (ii) to other entities or persons in connection with any other distribution of the Course. "**Content**" means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. "**Platform**" means Coursera's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I hereby release, discharge, promise not to sue, and hold harmless University and its affiliates, successors and assigns and any entity, including Coursera, to which University may grant any right or permission authorized hereunder, from and against any and all claims, demands, costs and/or causes of action of any nature 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 the use of my name, voice, image or likeness (whether still, photograph or video) in connection with the provision of the Course on the Platform or its distribution through other means.

I certify and represent that I have read this Release, fully understand its meaning and effect, and have signed this Release intending to be legally bound. The provisions hereof shall be binding upon me and my successors, heirs and assigns.

Participant Printed Name: _____

Participant Signature: _____

Date: _____

Confidential

Exhibit C
Approved Course List
(or attach completed Course Specifications)