



## ONLINE COURSE HOSTING & SERVICES AGREEMENT

This ONLINE COURSE HOSTING AND SERVICES 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 Indian Institute of Technology Roorkee, located at Roorkee, Uttarakhand, India – 247667 (“**Partner**”). 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 APIs; collectively, the “**Coursera Properties**”);

**WHEREAS**, Partner desires to use the Platform to support online Course content (“**Course Content**”) development by its instructors and license to Coursera certain rights in such Course Content; and

**WHEREAS**, Coursera makes available various forms of services through or in connection with its Platform (“**Services**”), and Partner desires to obtain such Services, subject to the terms and conditions contained herein.

**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.** Before Coursera, at its option, launches any Partner Course on the Platform, the Parties must agree on applicable Course specifications, including Course details, duration, launch date, and related matters.

**1.2 Course Required Criteria.** Courses available on the Platform must meet certain minimum standards (“**Course Criteria**”):

- a. Courses must meet high academic standards;
- b. Courses must use multi-media content in a coherent, high production-value presentation;
- c. Courses must include grading functionality;
- d. Courses must support peer-to-peer interaction activities as well as new and innovative social collaboration methods;
- e. Courses must support Coursera pricing initiatives, including premium grading, geo-pricing, enterprise pricing, volume discounts, and subscriptions; and
- f. Courses must be taught by a qualified, respected, and engaging individual chosen by the Partner (“**Instructor**”).

**1.3 Instructor Consent and Required Releases.** Before uploading Course Content to the

Platform, or allowing its Instructors to do so, Partner 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 A1-3** and can also be made available electronically upon request. As between Partner and Coursera, Partner 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 Partner.

**1.4 Course Content Collaboration.** Partner 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 Partner on any issues relating to the Course Content, Course administration, and any related matters. Guidelines for the creation of Partner’s administrative contacts can be found at <https://legal.coursera.org/administrativeteam.html>.

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

**1.6 Course Content Errors.** Partner 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);
  - iii.** Coursera reasonably determines may violate applicable law; or
  - iv.** is in violation of any of Partner’s policies governing Instructor, presenter, or student behavior. Partner will make a copy of such policies available to Coursera upon request.
- b.** Coursera will endeavor to work collaboratively with Partner on Course Content takedown decisions, but reserves the right to temporarily suspend reasonably objectionable Course Content, pending discussions with the appropriate Partner representative regarding the content.

**1.8 Course Availability.**

**a.** Once enrollment for a Course has begun, Partner may not 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.** Partner further may not 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 standalone Course, six months after Coursera’s receipt of a written removal notice from Partner; and (ii) for the removal of a Course that is part of a bundled course offering (e.g., a specialization), 12 months after Coursera’s receipt of a written removal notice from Partner, unless a longer period

applicable to the bundled offering has been separately agreed to by the Parties.

**1.9 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, that Party will promptly notify the other Party and the Parties may agree to remove the Course Content subject to the claim or inquiry from the Platform.

**1.10 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 the selection of university content partners, the takedown of university Course Content, and Course pedagogy.

## **2. CONTENT RIGHTS.**

**2.1 Course Content.** As between the Parties, Partner retains all rights in the Partner 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 Partner Course Content and Learner Content) used or created in connection with the foregoing, including ownership of enhancements to the Partner 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 Partner.

**2.5 No Other Restrictions.** Nothing in this Agreement restricts Coursera from using content that is not Partner 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.** Partner 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 Partner 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.

**b. License to Learner Content and Course Enhancements.** Coursera grants to

Partner a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Learner Content and Course Enhancements on the Platform. Partner may obtain additional licenses to Learner Content if it obtains Learner consent.

**3.2 Platform License.** Subject to the terms and conditions of this Agreement, Partner and its Instructors will have the right to access and use the Platform for purposes of uploading and managing Partner Course Content. Partner 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). Partner 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 successfully complete a Course (or bundled Course offering), and in the marketing, promotion, and advertising of each Party’s brand and services, solely in accordance with the granting Party’s policies and guidelines. Partner’s logo and trademark usage policies are provided below, and may be updated from time to time. 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.

<b>Partner Logo:</b>	
<b>Partner Trademark Guidelines:</b>	[Partner, please provide URL to Partner trademark/brand guidelines]

**3.4 Grant of Course Certificates.** The Parties agree that in connection with the licenses granted in Section 3.3 above, Partner agrees that Coursera may issue certificates to Learners who have signed up for a Partner Course (or bundled Course offering) and who have completed the requirements associated with the certificate paid service for the Course (or bundled Course offering) (such paid service, the “**Certificate Service**”). The certificates associated with the Certificate Service shall include Partner’s logo and wording substantially similar to the following, or other language as may be approved in advance by the Parties:

[Name of Student] has successfully completed the course, [Course Name], an online, non-credit course authorized by XXX (Partner Name) and offered through Coursera.

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

### 4.2 Accessibility for Learners with Disabilities.

**a. Coursera Responsibilities.** Coursera will use commercially reasonable efforts to ensure that the Coursera Platform will comply with the Web Content Accessibility Guidelines 2.1 "AA" standards or the latest reasonable commercial standard. Content Provider will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this section. Coursera will: (i) proactively provide captioning for Partner Courses offered to the public whose initial enrollment is above 10,000 Learners, and provide such captioning for Partner Courses whose initial enrollment is smaller, in a timely manner, upon request by an Learner with a disability, and (ii) provide Partner with text transcripts of captions to facilitate Partner's creation of audio captions for visual elements of its Course Content, to the extent such text transcripts have been created by Coursera. Partner will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this paragraph.

**b. Partner Responsibilities.** Accessibility of the Course Content is the sole responsibility of Partner. Partner acknowledges and agrees that all Course Content, including plug ins, videos, or any services or materials provided or authorized by Content Provider as part of the Course Content will comply with the Web Content Accessibility Guidelines 2.1 "AA" standards, or the latest reasonable commercial standard. Partner 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 Partner in providing such accommodations, for a fee to be mutually agreed upon.

## 5. PAYMENTS.

### 5.1 Monetization Models.

**a.** Partner agrees that each Partner Course (or bundled offering including a Partner Course) may participate in Coursera's Certificate Service (or any successor service thereto). Partner will receive fifty percent (50%) of Net Sales Revenue received for each Learner that opts into and pays for the Certificate Service for a Partner Course. "**Net Sales Revenue**" means Certificate Service sales receipts attributable to a Partner Course that are past the refund period, less any taxes or distribution costs (e.g., costs associated with online advertising and with Apple iTunes and other third party marketplaces) payable to third parties.

**b.** To the extent Partner generates revenue directly from Learners through the offering of Courses on the Platform, Partner agrees to provide Coursera with a percentage of revenue

received, as mutually agreed to by the Parties in an addendum to this Agreement, unless otherwise agreed.

c. Partner shall make Course Content available for Coursera's use in developing and testing new monetization models. These new monetization models may include: (i) site-wide subscriptions, where Learners may have access to Course Content across the Coursera Properties for a single subscription fee; (ii) personalized learning plans, where Courses may be recommended to a Learner based on the Learner's expressed goals; and (iii) training, learning, and development programs to corporate, governmental, and non-profit organizations (enterprises). Notwithstanding clause 5.1(a) above, certain limited-time monetization tests may employ alternative revenue sharing schemes. For the avoidance of doubt, Coursera may charge additional fees for products and services provided with, but separate from, its Certificate Service, such as fees for its enterprise services program.

## 5.2 Payment Terms.

a. **Electronic Fund Transfer Information.** Partner must provide Coursera with its wire transfer information, including bank account details and wire instructions in order to allow Coursera to send Partner 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.

c. If any Indian stamp duties are imposed on this Agreement, Partner shall be responsible for any such stamp duties and any required registration of this Agreement with relevant governmental authorities.

## 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.

**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. DATA PROTECTION.**

In this Section 7, the following terms shall have the following meanings:

**"Data Protection Laws"** means any laws and regulations in any relevant jurisdiction, relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives; and (b) from 25 May 2018, EU Regulation 2016/679 ("**GDPR**"); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

**"DP Regulator"** means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

**"EU Privacy Shield"** means the EU-U.S. Privacy Shield Framework as administered by the U.S. Department of Commerce.

### **7.1 Compliance with Law.**

**a.** The terms "**Data Subject**", "**Data Controller**", "**Personal Data**" and "**processing**" shall have the meanings set out in EU Directive 95/46/EC until 25 May 2018, and thereafter the meaning set out in GDPR.

**b.** The Parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement.

**c.** Each Party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.

**d.** To the extent that a Party (the "**Receiving Party**") receives any Personal Data from the other Party (the "**Providing Party**"), the Receiving Party, acting as a new Data Controller of such Personal Data, shall:

(i) comply with the provisions and obligations imposed on it as a Data Controller by Data Protection Laws at all times;

(ii) take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data;

(iii) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting

such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;

(iv) not transfer such Personal Data outside the European Economic Area unless in accordance with applicable Data Protection Laws and, if applicable, in accordance with Section 7.1(d)(x) below;

(v) inform the Providing Party within 24 hours of becoming aware that any such Personal Data is (while within the Receiving Party or its subcontractors' or affiliates' possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;

(vi) provide to the Providing Party and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this Section 7.1 and/or Data Protection Laws;

(vii) from 25 May 2018, take such steps as are reasonably required to assist the Providing Party in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;

(viii) notify the Providing Party within two (2) business days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that Data Subject's Personal Data;

(ix) provide the Providing Party with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that Data Subject's Personal Data; and

(x) to the extent that Personal Data is processed outside the European Economic Area, either:

- be certified under and comply with the EU Privacy Shield, and maintain its self-certification to and compliance with such framework; or

- comply with the protection requirements and principles of the EU Privacy Shield, including providing at least the same level of data security and privacy protection as required by the principles set out in the EU Privacy Shield and in such case shall provide without any charge or delay such information and assistance as required by the Providing Party to assess whether the Receiving Party is processing Personal Data in a manner consistent with the obligations under the principles set out in the EU Privacy Shield,

and the Receiving Party hereby represents, warrants and covenants that this is and shall remain the case.

**e.** To the extent that a Receiving Party receives any Personal Data from the Providing Party, the Providing Party warrants and represents that it has the right under applicable Data Protection Laws to share such Personal Data with the Receiving Party and that, where applicable, it has obtained all necessary consents from the Data Subjects whose Personal Data is being shared to do so.

**f.** If either Party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other Party and it shall provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice or communication

**g.** For the avoidance of doubt, where applicable Data Protection Laws mandate 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, Partner must obtain the appropriate consent directly from Learners.

**7.2 Allowable Marketing.** Partners may only send emails to Learners regarding Partner-sponsored activities if permitted under Data Protection Laws, and such emails must be consistent with Partner's high standards and not impose an unreasonable intrusion on a Learner's time or resources.

**7.3 Targeted Marketing.** Partner agrees it will only send emails to Activated Learners. "**Activated Learners**" means Coursera Learners who have enrolled in and meaningfully engaged in Partner's Course within the last two years (e.g., have watched at least 30 minutes of video lectures).

#### **7.4 Confidentiality Responsibilities Regarding Learner Data.**

- a. Partner Responsibilities.** Partner will treat as Confidential Information any and all Learner data or information received from Coursera. In connection therewith, Partner 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.
- b. Coursera Responsibilities.** Coursera will treat as Confidential Information any and all Learner data received from Partner and will not disclose this information to any third party without permission from Partner.

**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 Partner.** Partner 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 A1-3**; (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 Partner for use with the Platform satisfy the Course Criteria.

**8.3 Representation by Coursera.** Coursera further represents and warrants to Partner that, to its knowledge, use of the Platform by Partner 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 9.3: (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 PARTNER 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 Section 9.2 above excludes or limits either party’s liability for: (a) fraud or fraudulent misrepresentation; (b) breach of confidentiality obligations; (c) obligations under Section 10 (Indemnification); and (d) matters that cannot be excluded or limited under applicable law.

## **10. INDEMNIFICATION.**

**10.1 Indemnification by Partner.** Partner will indemnify, defend, and hold harmless Coursera, its affiliates, and each of their officers, directors, employees, and agents (the “**Coursera Indemnitees**”) from and against any and all losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses), or other liabilities (“**Losses**”), arising out of or resulting from any third-party claim asserted against any Coursera Indemnitee to the extent relating to: (a) any Course Content, including any violation or infringement of any third-party intellectual property rights or claims of defamation, invasion of privacy, right to publicity, or unfair competition; or (b) marketing communications to Learners by Partner that are claimed by such third party to be in violation of applicable law.

**10.2 Indemnification by Coursera.** Coursera will indemnify, defend, and hold harmless Partner and its officers, trustees, employees, and agents (the “**Partner Indemnitees**”) from and against any and all Losses, arising out of or resulting from any third-party claim asserted against any Partner Indemnitee to the extent relating to: (a) any content on the Platform not provided by Partner (including Instructors or any guest presenters), end users, or other third parties (such as other universities), including any violation or infringement of any third-party intellectual property rights or claims of defamation, invasion of privacy, right to publicity, or unfair competition; or (b) marketing communications to Learners by Coursera that are claimed by such third party to be in violation of applicable law.

**10.3 Procedures.** Each Party’s right to indemnification under this section is conditioned on the Party seeking indemnification (“**Indemnified Party**”): (a) giving prompt written notice of, and tendering any such claim to, the other Party (“**Indemnifying Party**”); (b) permitting the Indemnifying Party to solely defend or settle any such claim at its sole expense, provided, however, that (i) the Indemnifying Party will not enter into any settlement agreement that would result in any admission by the Indemnified Party or payment by the Indemnified Party without the Indemnified Party’s prior written consent, and (ii) the Indemnified Party may at its election participate in the defense of such claims through separate counsel at its own expense; and (c) providing the Indemnifying Party all reasonable assistance (at the expense of the Indemnified

Party) in connection with the defense or settlement of any such claims. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## **11. TERM AND TERMINATION.**

**11.1 Term.** This Agreement will commence on the Effective Date and will continue in effect until terminated as set forth below (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 up until the applicable notice periods referenced in Section 1.8(b) or in any addendum.

**11.3 Surviving Provisions.** The following provisions will survive any expiration or termination of this Agreement: Sections 2, 3.1(a), 6, 7, 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 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](mailto: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 Partner, at: Indian Institute of Technology Roorkee,  
Roorkee- 247667, Uttarakhand, India**

**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 Governing Law and Venue.** This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES HEREBY AGREE TO REFER THE MATTER TO A MUTUALLY AGREED UPON ARBITRATOR, WITH SUCH ARBITRATION TO TAKE PLACE IN LONDON, UK AND OCCUR PURSUANT TO LCIA RULES, WHICH ARE DEEMED TO BE INCORPORATED BY REFERENCE HEREIN.

**12.11 Waiver of Trial by Jury.** Each Party irrevocably waives any and all rights to a trial by jury in any legal proceeding arising out of or relating to this Agreement.

**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.

**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.

[Remainder of page intentionally left blank]

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

**COURSERA, INC.**

**PARTNER:**

DocuSigned by:  
 By: Betty Vandembosch  
58B23DE06260485...  
 Printed Name: Betty Vandembosch  
 Title: Chief Content Officer  
 Date: 5/19/2020

By: Manish  
 Printed Name: Manish Shrikhande  
 Title: Dean SRIC, IIT Roorkee  
 Date: 15 May 2020



प्रोफेसर मनीष श्रीखण्डे  
**Prof. Manish Shrikhande**  
 कुलशासक / Dean  
 प्रायोजित शोध एवं औद्योगिक परामर्श  
 Sponsored Research & Industrial Consultancy  
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