



ORDER FORM

Organization: Prairie View A&M University									
Billing Address: 700 University Drive Prairie View, Texas 77446 United States Primary Billing Contact Name: John Gardner Primary Billing Email: jpgardner@pvamu.edu Secondary Billing Contact Name: Carolyn Davis Davis Secondary Billing Email: cadavis@pvamu.edu	Ship To Name: Prairie View A&M University Ship To Address*: 700 University Drive Prairie View Texas 77446 United States **“Ship To Address” is the location where the majority of Products will be consumed.								
Coursera accepts ACH, Wire transfer, or check Payment Terms: Net 30 Invoice Schedule (USD):	Does Organization need a purchase order number on the invoice? ☐ Yes ☒ No If Yes, please provide purchase order to accounts-receivable@coursera.org within 7 days after signing Order Form. U.S. customers: Sales Tax Exempt? ☒ Yes ☐ No								
<table><tr><th>Invoice Timing (Month YYYY)</th><th>Invoice Amount</th></tr><tr><td>June 2025</td><td>\$75,000.00</td></tr><tr><td>June 2026</td><td>\$75,000.00</td></tr><tr><td>June 2027</td><td>\$75,000.00</td></tr></table>	Invoice Timing (Month YYYY)	Invoice Amount	June 2025	\$75,000.00	June 2026	\$75,000.00	June 2027	\$75,000.00	
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June 2025	\$75,000.00								
June 2026	\$75,000.00								
June 2027	\$75,000.00								
<i>(Invoice amounts do not include local sales tax, where applicable)</i>									

Product	Number of Licenses	Order Term (months)	Start Date	End Date	Total Price (USD) ¹
Coursera Career Academy Campus Wide License (10,000+ students)	Maximum user capacity up to 9999	36	July 1, 2025	June 30, 2028	\$225,000.00
Coursera Career Academy Campus Alumni Match	Maximum user capacity up to 9999	36	July 1, 2025	June 30, 2028	\$0.00
One-time: Coursera LMS Integration					\$0.00

Total (USD): \$225,000.00

1. **Term and Renewal Fees.** The Term of this Order Form will be **three (3) years** from the License Start Date. Upon expiration of the Term, Users holding a User License and/or Enrollment shall lose paid access to the Platform (including any uncompleted Courses), unless such User is given a new User License and/or Enrollment pursuant to another purchase.
2. **License Start Date.** “**License Start Date**” shall mean the date that Coursera gives “super administrator” access to Organization, which shall give Organization the ability to invite Users to access Content Services. The License Start Date shall be evidenced by an e-mail notification to Organization. The Term shall begin as soon as Organization’s super administrator has access to the ability to send invitations to Users. If this Order Form is executed after the earliest Start Date listed above, Coursera may adjust the Start Date(s) and End Date(s), without increasing the total price or altering the term length, based on the date Coursera provides super administrator access to the Organization.

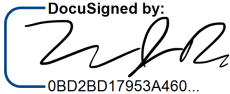
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This Coursera Affiliate Order Form (“**Affiliate Order Form**”) is entered into as of the last signature date below (the “**Effective Date**”) between Coursera, Inc., with a place of business at 2440 West El Camino Real, Suite 500, Mountain View, CA 94040 (“**Coursera**”), and the entity listed above (“**Organization**”). This Affiliate Order Form includes and incorporates the terms and conditions of the Order Form by and between Coursera, Inc. and The Texas A&M University System dated June 13, 2024 (as previously amended by the

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

Amendment to Order Form, dated July 1, 2024 ("**Amendment #1**") and the Amendment #2 to Order Form, dated December 10, 2024 ("**Amendment #2**"), the "**Existing Agreement**" or also referred to as the "**Existing Terms**"). Prairie View A&M University ("**Prairie View A&M**") wishes to make purchases from Coursera under the Existing Agreement as an Affiliate Institution. By executing this Affiliate Order Form, Prairie View A&M shall purchase Coursera services pursuant to the Existing Terms. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. The individual signatories to this Affiliate Order Form each certify that they have full power and authority to enter into the Affiliate Order Form on behalf of their respective organizations and bind their respective organizations to the terms and conditions herein.

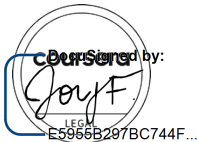
COURSERA, INC.

By: 0BD2BD17953A460...

Name: Zac Rule

Title: VP Enterprise

Date: 6/16/2025



Prairie View A&M University

By: Daarel Burnette

Name: Daarel Burnette

Title: Chief Financial Officer

Date: 6/23/2025 | 1:18 PM CDT

AMENDMENT #2 TO ORDER FORM

This Amendment (the “**Amendment**”) made effective as of the last signature date below (the “**Amendment Effective Date**”), is entered into between The Texas A&M University System (“**A&M System**”) and Coursera, Inc. (“**Coursera**”). Coursera and A&M System may hereinafter individually be referred to as a “**Party**,” and collectively as the “**Parties**.”

BACKGROUND

WHEREAS, Coursera and A&M System are parties to the Order Form dated June 13, 2024 (as previously amended by the Amendment to Order Form, dated July 1, 2024 (“Amendment #1”), the “**Existing Agreement**” or also referred to as the “**Existing Terms**”), pursuant to which Coursera provides access to the Platform to the A&M System as set forth therein.

WHEREAS, Coursera and A&M System wish to modify the Existing Agreement as set forth herein below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. In addition to A&M System, the following affiliate institutions may also make purchases from Coursera under the Existing Agreement:

- Texas A&M University-College Station
- Prairie View A&M University
- Tarleton State University
- Texas A&M University-Commerce
- Texas A&M University-Corpus Christi
- Texas A&M University-Kingsville
- West Texas A&M University
- Texas A&M International University
- Texas A&M University-Texarkana
- Texas A&M University-San Antonio
- Texas A&M University-Central Texas

Each institution set forth above may be referred to as an “**Affiliate Institution**”.

2. Any Affiliate Institution may make a purchase from Coursera for products or services by executing an agreement with Coursera that incorporates by reference the terms and conditions of the Existing Agreement. A&M System is not required to sign an amendment or agreement that provides an Affiliate Institution with products or services pursuant to the Existing Agreement, unless the applicable amendment or agreement for an Affiliate Institution would change the underlying terms of the Existing Agreement and this Amendment #2; or would impact A&M System’s existing rights and obligations under the Existing Agreement.

3. A&M System and Affiliate Institutions shall benefit from the following pricing for future orders made under the Existing Agreement: \$340.00 per User License with a minimum purchase of sixty (60) User Licenses required.

4. The following provision shall be added to the Existing Agreement as Section 1(f):

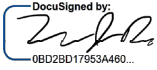
“If Organization uses Coursera content authoring tools, use of such tools and custom course creation shall be governed by the terms in the “Content Authoring Addendum” attached hereto and incorporated into this Order Form as Attachment #1.

5. **Miscellaneous.**

- a. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Existing Agreement.
- b. Conflicts. In the event of a conflict or inconsistency between the provisions of this Amendment and any provisions of the Existing Agreement, the provisions of this Amendment shall govern all.
- c. Amendment. Except as set forth in this Amendment, all of the terms and conditions of the Existing Agreement shall continue in full force and effect unless the Parties explicitly agree otherwise in writing.
- d. Counterparts. The Parties may enter into this Amendment in counterparts, including PDF, or other electronic copies, which taken together will constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by persons duly authorized as of the dates below.

Coursera, Inc.

By: 0BD2BD17953A460...

Name: Zac Rule

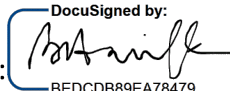
Title: VP Enterprise

Date: 12/10/2024



The Texas A&M University System

DS

By: DocuSigned by:
BILLY HAMILTON
Name: Billy Hamilton

Title: Deputy Chancellor

Date: 12/10/2024

Attachment #1

Coursera Content Authoring Addendum

BACKGROUND

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

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

ADDENDUM

1. Capitalized Terms. Any capitalized terms used herein without definition shall have the meanings ascribed to them in the Existing Terms. If there is any inconsistency between the Existing Terms and the terms of this Addendum, the terms of the Existing Terms shall control.
2. Content Types.
 - 2.1. “**AI-Conceived Course Content**” means the resulting Course and/or any supporting course resources created by Course Builder’s artificial intelligence modality and related machine-learning faculties in response to receiving a Directive Prompt to request the creation of **Ancillary Course Resources**, subject to Coursera and its Content Partners’ ownership of the Platform, Courses and their respective derivative works.
 - 2.2. “**Ancillary Course Resources**” means assessments, course syllabi, course descriptions, module names & descriptions, learning objectives, glossary readings, and other supporting course materials.
 - 2.3. “**Assembled Course Content**” means the resulting Course and/or any Ancillary Course Resources generated pursuant to Directive Prompts inserted into Course Builder requesting a curated Course

derived from multiple Courses (and course content) within participating Content Partners Course Content, subject to Coursera and its Content Partners' ownership of the Platform, Courses and their respective derivative works.

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

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

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

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

3. Scope of Addendum.

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

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

4. Authoring Tools Conditions.

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

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

- i. the Authoring Tools offering is currently a “beta” version, and may be a time-limited, feature-limited and/or functionality-limited offering;
- ii. Authoring Tools may have or produce errors and defects, and Organization's reliance or use of Authoring Tools is entirely at Organization's own risk;
- iii. Coursera is not obligated to maintain or support the beta version, or to provide the beta version of ongoing or additional licensing terms;
- iv. the beta version of Authoring Tools may no longer be available, and Organization may be required to immediately cease from any further use of Authoring Tools following notice from Coursera; and
- v. Coursera shall not be held liable for any unavailability of Authoring Tools.

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

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

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

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

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

5. Accessibility.

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

6. Intellectual Property Rights.

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

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

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

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

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

6.6 *Authored Content*. As between the Parties, Organization retains all rights in the Authored Content (except for the license rights granted in these terms and conditions and subject to Coursera or Content Partners' ownership of the Courses or any other materials existing on the Platform).

7. Content License.

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

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

7.3 *Authored Content*. Organization grants to Coursera a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Authored Content on Coursera Properties to deliver Authored Content to Organization's Users. Organization further represents and warrants that it has all rights required to grant the license present herein.

8. Publicity.

8.1 In exchange for early access to the beta version of Course Builder, the Parties shall cooperate in good faith to engage in appropriate publicity activity relating to Course Builder, such as, and without limitation to, participation in a case study, contributing to a party's press release, and agreeing to act as a customer reference.

9. Disclaimers.

9.1 Organization and Coursera understand and agree that:

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

- ii. Course Builder uses experimental technology, which may provide inaccurate or offensive content that does not represent Coursera's views;
- iii. Course Builder Course Content should not be relied upon for medical, legal, financial or other professional advice, and is for informational purposes only;
- iv. Course Builder Course Content may contain limitations, redundancies, inconsistencies, errors, omissions, and/or biases;
- v. Coursera shall not be held liable for any potential and/or actual consequences that arise from the use of Course Builder and Course Builder Course Content.
- vi. General Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NON-INFRINGEMENT. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PLATFORM, PRODUCTS, AND SERVICES, INCLUDING COURSE BUILDER AND ALL COURSE BUILDER COURSE CONTENT.

10. Termination.

10.1 *Termination due to Existing Terms Expiration.* If Existing Terms terminate or expire, then upon such termination or expiration: (i) the terms and conditions of this Addendum, (ii) Organization's access to Authoring Tools, Course Builder and all Course Builder Course Content accessible to Organization shall simultaneously terminate or expire. Organization may however download its Authored Content from the Platform to the extent technically feasible. For Authored Content such as Guided Projects, Organization will be able to download videos and transcripts of the Guided Projects, but shall not be able to or permitted to access and download keystream data.



ORDER FORM

Organization: Texas A&M System					
Billing Address: 301 Tarrow St College Station, Texas 77840 United States Billing Contact Name: Dr. Shonda Gibson Billing Email: sgibson@tamus.edu	Ship To Name: Texas A&M System Ship To Address*: 301 Tarrow St College Station Texas 77840 United States **“Ship To Address” is the location where the majority of Products will be consumed.				
Coursera accepts ACH, Wire transfer, or check Payment Terms: Net 30 from receipt of invoice in accordance with Section 11n of the Terms and Conditions. Invoice Schedule (USD):	Does Organization need a purchase order number on the invoice? ☐ Yes ☒ No If Yes, please provide purchase order to accounts-receivable@coursera.org within 7 days after signing Order Form. U.S. customers: Sales Tax Exempt? ☒ Yes ☐ No				
<table border="1"> <thead> <tr> <th>Invoice Timing (Month YYYY)</th> <th>Invoice Amount</th> </tr> </thead> <tbody> <tr> <td>June 2024</td> <td>\$150,000.00</td> </tr> </tbody> </table>	Invoice Timing (Month YYYY)	Invoice Amount	June 2024	\$150,000.00	
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June 2024	\$150,000.00				
<i>(Invoice amounts do not include local sales tax, where applicable)</i>					

Product	Number of Licenses	Order Term (months)	Start Date	End Date	Total Price (USD) ¹
Coursera Career Academy Campus Wide License (500-999 students)	Maximum user capacity up to 999	12	July 1, 2024	June 30, 2025	\$125,000.00
One-time: Coursera LMS Integration					\$25,000.00
One-time: Coursera Single Sign On Integration					\$0.00

Total (USD): \$150,000.00

- Term and Renewal Fees.** The Term of this Order Form will commence upon execution of this Order Form and terminate **one (1) year** from the License Start Date. The parties may renew the term for successive one-year Renewal Term(s) by entering into a mutually signed renewal agreement. During the Term, on each anniversary of the License Start Date, Organization shall forfeit any unused User Licenses, Enrollments and/or uncompleted Courses.
- License Start Date.** “**License Start Date**” shall mean the date that Coursera gives “super administrator” access to Organization, which shall give Organization the ability to invite Users to access Content Services. The License Start Date shall be evidenced by an e-mail notification to Organization. The Term shall begin as soon as Organization’s super administrator has access to the ability to send invitations to Users. If this Order Form is executed after the earliest Start Date listed above, Coursera may adjust

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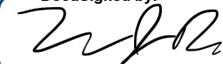
the Start Date(s) and End Date(s), without increasing the total price or altering the term length, based on the date Coursera provides super administrator access to the Organization.

3. One Year Business School Pilot Program. The Career Academy Licenses set forth above are intended to be allocated to students, staff, and faculty who are enrolled in the Business Program at select "Participating A&M Universities". The \$125,000 USD one-year subscription fee above is broken down as follows: \$25,000 per Participating A&M University for five Participating A&M Universities. The list of five "Participating A&M Universities" shall be mutually agreed upon between Coursera and Organization in writing, provided however, that Organization's failure to add a least five Participating A&M Universities will not relieve Organization of its obligation to pay Coursera the full amount under this Order Form (i.e., \$150,000 USD). Unless stated otherwise in this Agreement, Organization understands and agrees that all fees hereunder are non-cancelable and non-refundable upon execution of this Order Form. The total price is subject to increase if Organization would like to add more than five Participating A&M Universities.
4. LTI Integration. Coursera offers a standard LTI integration, through its partner GG4L, into Moodle/Blackboard/Canvas/D2L LMS, which shall enable content synchronization, user reporting synchronization, and management of user access to Coursera content through the LMS. Any requests for custom integrations that fall outside the purview of the standard LTI integration into the LMS, are beyond the scope of this project.

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This Coursera Order Form ("**Order Form**" or this "**Agreement**") is entered into as of the last signature date below (the "**Effective Date**") between Coursera, Inc., with a place of business at 381 E. Evelyn Ave., Mountain View, CA 94041 ("**Coursera**"), and Texas A&M System ("**Organization**"). This Order Form includes and incorporates the details above, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form unless agreed to by both Parties in a signed writing.

COURSERA, INC.

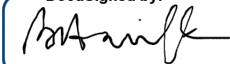
DocuSigned by:
By: 
0BD2BD17953A460...

Name: Zac Rule

Title: VP Enterprise

Date: 6/12/2024

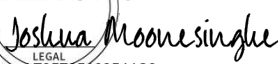
Texas A&M System

DocuSigned by:
By: 
BEDCDB89EA78479...

Name: Billy Hamilton

Title: Deputy Chancellor

Date: 6/13/2024


DocuSigned by:

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TERMS AND CONDITIONS

1. Obligations.

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

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

c. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "**Marks**"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. 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. Organization shall provide conspicuous notice to Users that completion of Courses or Specializations does not provide Users with academic credit from the Course Creators.

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 current version of Coursera's Data Protection Addendum shall be incorporated into this Order Form.

e. The rights set out in Section 1(a) do not include the right to, and Organization will not (either directly or indirectly): (i) copy, sublicense, rent, lease, barter, swap, resell, or commercialize the Platform, Courses, or Specializations, in whole or in part; (ii) transfer, transmit, enable, or allow access to or use of the Platform, Courses, or Specializations, whether in whole or in part, by any means, to a third party; (iii) create external derivative works of the Platform, Courses, or Specializations; (iv) use the Platform, Courses, or Specializations in any manner that is fraudulent, deceptive, threatening, harassing, defamatory, unlawful, illegal, obscene, or otherwise objectionable

in Coursera's reasonable discretion; (v) "crawl," "scrape," "spider," or otherwise copy or store any portion of the Platform, Courses, or Specializations for any purpose not contemplated under this Order Form (e.g., in order to mimic the functionality and/or output of the Platform, Courses, or Specializations, in whole or in part); (vi) disassemble, reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying logic of any portion of the Platform, Courses, or Specializations; (vii) use the Platform, Courses, or Specializations as part of any machine learning or similar algorithmic activity; or (viii) publish or distribute the Platform, Courses, or Specializations, or materials derived from the Platform, Courses, or Specializations, to third parties.

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

3. **Fees and Billing.** Coursera will invoice Organization for the Fees set forth herein as per the Invoice Schedule. Organization will pay the invoice on the payment terms set forth in this Order Form. Unless stated otherwise in this Agreement, all Fees hereunder are non-cancelable and non-refundable upon the execution of this Order Form, or the issuance of any invoice by Coursera.

4. Taxes.

a. Unless Organization is tax exempt in which case the following shall not apply, 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 this Order Form (other than for taxes based on Coursera's income). If a Party is required to pay any Taxes for which the other Party is responsible, then the Taxes 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 this agreement 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 this Agreement, 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 this Order Form shall commence on the Effective Date and shall continue in full force and effect for the agreed upon period from the License Start Date, unless terminated in accordance with Section 6 (Termination) (the "**Term**"). Upon expiration of the Term, access to the Platform will no longer be made available by Coursera under this Order Form (including paid access to uncompleted Courses).

6. Termination.

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

b. **Termination for Convenience.** This Agreement may be terminated by the Organization upon thirty (30) days' written notice to Vendor. In the event that Organization exercises its right to terminate this Order Form for convenience, all fees hereunder shall accelerate and become due immediately for Services provided.

c. Effects of Expiration or Termination. Upon expiration or termination of this Order Form for any reason: (i) all rights granted and obligations incurred by one Party to the other that are intended to cease upon expiration or termination will cease immediately; (ii) upon request each Party will promptly return or destroy all Confidential Information of the other Party embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonable capable of being readily located and segregated without undue burden or expense, except that the Party receiving the Confidential Information may securely retain one (1) copy in its files solely for record purposes; and their obligation as to Confidential Information will survive termination or expiration of this Agreement for a period of three (3) years; 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 this Order Form, while using reasonable care to protect it. Each Party is responsible for any actions of its affiliates, employees, and agents in violation of this section. "**Confidential Information**" means information disclosed by a Party to the other Party under this Order Form that is marked as confidential or would normally be considered confidential under the circumstances.

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

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

8. Representations and Disclaimers.

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

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

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

9. Indemnification. [Intentionally Omitted].

10. Limitation of Liability.

a. Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS ORDER FORM FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE

DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

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

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

11. Miscellaneous.

a. Notices.

Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. ORGANIZATION and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Organization: The Texas A&M University System
301 Tarrow, Suite 270
College Station, TX 77843
Attention: Jeff Zimmermann
Phone: 979-458-6410
Email: — jzimmermann@tamus.edu

PROVIDER: Coursera, Inc.
381 E Evelyn Ave
Mountain View, CA 94041
Attention: Legal Department
Email: With a copy to legal-notices@coursera.org

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

c. Intentionally Omitted.

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

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

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

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

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

i. Governing Law and Venue. This Order Form and all matters pertaining to this Agreement, including but not limited to matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation of construction, shall be governed by the Constitution and laws of state of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against Organization is to be in the county in which the principal office Organization's governing officer is located.

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

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

l. Entire Order Form. This Order Form, and all documents referenced herein, are the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The current version of Coursera's Data Protection Addendum, which is referenced in this Order Form, is hereby incorporated into this Agreement by this reference.

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

n. Prompt Pay. Organization's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment. Notwithstanding the foregoing, Organization's payment shall be due thirty (30) days from receipt of an invoice.

o. State Auditor's Office. Coursera understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Coursera agrees to reasonably cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing records requested. Coursera will include this provision in all contracts with permitted subcontractors.

p. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Coursera agrees that any payments owing to Coursera under this Agreement may be applied directly toward certain debts or delinquencies that Coursera owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

q. Loss of Funding. Performance by Organization under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Organization will issue written notice to Coursera and Organization may terminate this Agreement without further duty or obligation hereunder. Coursera acknowledges that appropriation of funds is beyond the control of Organization. In the event of a termination or cancellation under this Section, Organization will not be liable to Coursera for any damages that are caused or associated with such termination or cancellation.

r. Public Information. Coursera acknowledges that Organization is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Organization's written request, and at no cost to Organization, Coursera will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Organization to Organization in a non-proprietary format acceptable to Organization that is accessible by the public. Coursera acknowledges that Organization may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Coursera agrees that this Agreement can be terminated if Coursera knowingly or intentionally fails to comply with a requirement of that subchapter.

s. Dispute Resolution. To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Organization and Coursera to attempt to resolve any claim for breach of contract made by Coursera that cannot be resolved in the ordinary course of business. Coursera shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of Organization, who shall examine Coursera's claim and any counterclaim and negotiate with Coursera in an effort to resolve the claim. This provision and nothing in this Agreement waives Organization's sovereign immunity to suit or liability, and Organization has not waived its right to seek redress in the courts.

t. Electronic and Information Resources. Coursera represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Organization under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the "EIR Accessibility Warranty"). If Coursera becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, Coursera shall, at no cost to Organization, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Coursera fails or is unable to do so, Organization may immediately terminate this Agreement.

u. Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, Coursera shall implement and maintain appropriate

administrative, technical, and physical security measures (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of Organization's data. Upon request, Coursera shall provide Organization with evidence of its compliance with the Security Controls within thirty (30) days of Organization's request. Coursera represents to Organization that it is SOC 2 certified; and upon written request by Organization and subject to the execution of a non-disclosure agreement or document containing similar confidentiality provisions, will provide Organization with a copy of its SOC 2 Audit Report.

v. Cloud Computing Services. [Intentionally Omitted]

w. Cybersecurity Training Program. [Intentionally Omitted].

x. Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

y. Export Controls. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Coursera certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

z. HUB Subcontracting Plan. It is the policy of the state of Texas and Organization to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in Organization contracting and purchasing. Coursera has indicated it will not subcontract any of its duties or obligations under this Agreement. If Coursera will subcontract any of its duties and obligations under this Agreement, Coursera will be required to provide prior written notice to Organization and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

aa. Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by Coursera for reason not attributable to Organization or if canceled and/or terminated by Organization for uncured default of performance by Coursera, Coursera will reimburse Organization for amounts paid by Organization to Coursera that were (a) not earned by Coursera prior to cancellation and/or termination, or (b) for the portion of goods or services that the Organization did not receive from Coursera prior to cancellation and/or termination.

bb. Franchise Tax Certification. If Coursera is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Coursera certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Coursera is exempt from the payment of franchise (margin) taxes.

cc. Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, Coursera certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

dd. Certification Regarding Business with Certain Countries and Organizations. To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, Coursera certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Coursera acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

ee. Prior Employment. Coursera acknowledges that Section 2252.901, Texas Government Code, prohibits Organization from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by Organization during the twelve (12) month period immediately prior to the effective date of the Agreement. If Coursera is an individual, by signing this Agreement, Coursera represents and warrants that it is not a former or retired employee of Organization that was employed by Organization during the twelve (12) month period immediately prior to the effective date of the Agreement.

ff. Conflict of Interest. Coursera certifies, to the best of their knowledge and belief, that no member of the Organization Board of Regents, or any officer of Organization or the Organization, has a direct or indirect financial interest in Coursera or in the transaction that is the subject of the Agreement.

gg. Not Eligible for Rehire. Coursera is responsible for ensuring that its employees involved in any work being performed for Organization under this Agreement have not been designated as "Not Eligible for Rehire" as defined in Organization policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event Organization becomes aware that Coursera has a NEFR Employee involved in any work being performed under this Agreement, Organization will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Organization.

hh. Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Coursera's service to Organization. As an independent contractor, Coursera is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Except as specifically required under the terms of this Agreement, Coursera (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Organization or the Organization.

ii. Representations & Warranties. If Coursera is a business entity, Coursera warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Coursera has been duly authorized to act for and bind Coursera.

jj. Certification Regarding Boycotting Israel. To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, Coursera certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the term of this Agreement. Coursera acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

kk. Certification as to Discrimination Against Firearm Entities. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, Coursera verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Coursera acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

ll. Certification as to Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, Coursera verifies that (a) it does not boycott energy companies, and (b) it will not boycott energy companies during the term of this Agreement. Coursera acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

nn. **Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Organization to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Organization's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on Organization except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by Organization nor any other conduct, action, or inaction of any representative of Organization relating to this

Agreement constitutes or is intended to constitute a waiver of Organization's or the state's sovereign immunity.

oo. Insurance. Coursera shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

pp. FERPA. **To the extent applicable to this Agreement,** for purposes of the Family Educational Rights and Privacy Act ("FERPA"), Organization hereby designates Coursera as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Coursera may create, access, receive, or maintain in order to fulfill its obligations under this Agreement. Coursera shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Organization in writing. Coursera is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. Coursera shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Coursera in this Section, including without limitation, the prohibition on redisclosure. Coursera shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use. For the avoidance of doubt, Organization, not Coursera, shall be responsible for handling and responding to any requests made under FERPA. To the extent that Coursera's assistance is necessary to comply with any such requests, Coursera will provide reasonable assistance to Organization.

qq. Data Privacy. Coursera shall hold Organization's data in confidence. Coursera shall only use or disclose Organization's data for the purpose of fulfilling Coursera's obligations under this Agreement, as required by law, or as otherwise authorized in writing by Organization. Coursera shall restrict disclosure of the Organization's data solely to those employees, subcontractors or agents of Coursera that have a need to access the Organization's data in order for Coursera to perform its obligations under this Agreement. Coursera shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Coursera in this Agreement.

Coursera shall, within two (2) business days of discovery, report to Organization any use or disclosure of Organization's data not authorized by this Agreement or in writing by Organization. Coursera's report must identify, if it has the information: (a) the nature of the unauthorized use or disclosure, (b) the Organization data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Coursera has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Coursera has taken or will take to prevent future similar unauthorized use or disclosure. Coursera shall provide such other information, including a written report, as reasonably requested by Organization.

Coursera must promptly notify Organization of any legal request for Organization's data from a third party and take (and assist Organization in taking) appropriate steps not to disclose such Organization data.

Within thirty (30) days of the expiration or termination of this Agreement, Coursera, as directed by Organization, shall return all Organization data to Organization in its possession (or in the possession of any of its subcontractors or agents) or delete all such Organization data if return is not feasible. Coursera shall provide Organization with at least ten (10) days' written notice of Coursera's intent to delete such Organization data, and shall confirm such deletion in writing.

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Statement of Work Implementation Workflow & License Start Date

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

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

On the License Start Date, Coursera shall have:

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

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

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

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

APPENDIX A

- A. Coursera shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Organization. By requiring such minimum insurance, Organization shall not be deemed or construed to have assessed the risk that may be applicable to Coursera under this Agreement. Coursera shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Coursera is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Organization at least ten days before the effective date of the cancellation, unless replaced with a materially similar policy.

1. **Worker's Compensation**

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

2. **Automobile Liability**

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

3. **Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures Coursera's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. **Umbrella Liability Insurance** \$5,000,000

5. **Cyber Liability**

Coursera shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than

\$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover Coursera's duties and obligations under this Agreement.

- B. Upon request, Coursera shall deliver to Organization evidence of insurance verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by Coursera under this Agreement.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents") and The Texas A&M University System ("A&M System") as additional insureds up to the actual liability limits of the policies maintained by Coursera. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents and A&M System.
- E. Upon request, Certificates of Insurance as required by this Agreement will be forwarded to: SOProcurement@tamus.edu
- F. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by Organization in writing.