STATE UNIVERSITY ONLINE COURSE HOSTING AND SERVICES AGREEMENT

This STATE UNIVERSITY ONLINE COURSE HOSTING AND SERVICES AGREEMENT (this "***Agreement***"), dated as of May 29, 2013 (the "***Effective Date***"), is by and between Coursera, Inc., a Delaware corporation, with a principal place of business at 1975 W. El Camino Real, Suite 202, Mountain View, CA 94040 ("***Coursera***") and the West Virginia University Board of Governors on behalf of West Virginia University, a state institution of higher education ("***University***"). Each of Coursera and University may hereinafter be referred to as a "***Party***," and collectively, the "***Parties***."

BACKGROUND

WHEREAS, Coursera has developed a proprietary platform to host certain learning content that will be made available to end users online via the Internet;

WHEREAS, University desires to implement Coursera's proprietary platform within the university by supporting course development by its instructors and making online content available for use in connection therewith by University students and other end users; and

WHEREAS, Coursera may make available various forms of services through or in connection with its proprietary platform, and University desires to obtain the services described in this Agreement for the benefit of itself and the university institutions that are part of the University, 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, Coursera and University hereby agree as follows:

AGREEMENT

1. STRUCTURE

University is entering into this Agreement on behalf of itself and its regional campuses. Each regional campus shall have the right to exercise the rights granted under this Agreement and will be subject to all of the terms, conditions and obligations hereunder. University will remain fully and primarily responsible for all acts and omissions by its regional campuses under this Agreement and shall cause any such regional campus to comply with the terms and conditions hereunder. A breach of any term of this Agreement by such regional campus will be deemed a breach as if committed by University.

2. **DEFINITIONS**. Capitalized terms used in this Agreement will have the meaning provided in this Section 2 or as otherwise provided where such terms are first used.

"***ADA Compliance Protocol***" means the protocols relating to the Americans with Disabilities Act ("***ADA***") setting forth the Parties' responsibilities for providing accommodations

to End Users with disabilities with respect to University Content offered through the Platform, as set forth in **Exhibit E**, attached hereto.

"***Adopted Courses***" means Course Content produced by a Content Provider and made available to System and Registered Students under the terms and conditions of this Agreement.

"***Campus***" means any academic campus that is a part of the University.

"***Content***" means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures and course materials, assessments and syllabi.

"***Content Provider***" means any third-party, non-University academic university, institution or other organization that has provided Course Content to Coursera for use in connection with the Platform.

"***Course***" means the presentation of instructional Content pertaining to a certain body of knowledge.

"***Course Criteria***" means a rigorously designed Course meeting high academic standards that uses multi-media Content in a coherent, high-production-value presentation (*i.e.*, not just simple lecture capture) to provide the End User opportunities for a rich set of interactions and assessment(s) (whether provided by automatic grading technology or by peer-to-peer interaction activities), resulting in a meaningful learning experience that significantly transcends static Content or plain videos.

"***Course Development Agreement***" means a document substantially in the form of **Exhibit A**, attached hereto, which sets forth a description of the Course, the applicable criteria or standards for such Course (*e.g.*, class length, hours per week, Instructor, Course Lifespan and certain Instructor responsibilities), responsibilities for making accommodations for End Users with disabilities, and such other Course-specific matters as Coursera, University and Instructors may agree.

"***Coursera Website***" means the website owned or controlled by Coursera that offers online Courses through the Platform.

"***End User***" means any individual registered with Coursera taking a Course or Courses online through the Coursera Website.

"***Instructor***" means any individual authorized by University (*e.g.*, faculty, graduate student, teaching assistant or adjunct professor employed or contracted by University) to teach or instruct a Course of a University offered through the Coursera Website.

"***Instructor Agreement***" means the agreement between University and Instructors and guest presenters, the form of which is attached hereto as **Exhibit B-1**.

"***Intellectual Property Rights***" means all rights worldwide in, to and under copyrights, copyright registrations and applications, trademarks (including trade dress, service

marks and trade names), trademark registrations and applications, domain names, patent, patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, inventions, whether or not patentable, trade secrets, author rights, moral rights, rights in goodwill, and other proprietary rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof.

"***Licensed Courses***" means Course Content produced by a Content Provider and made available to University and Registered Students under the terms and conditions of this Agreement.

"***Platform***" means Coursera's proprietary software platform and algorithms used to host, transmit and make Courses available online to End Users.

"***Registered Students***" means an individual registered or otherwise enrolled for credit at University in a degree program who is also an End User or has accessed the Coursera Website through an authentication process designed by Coursera and University

"***Term***" has the meaning provided in Section 9.1.

"***Third-Party Institution***" means a third-party academic institution that is not part of University (*e.g.*, community college, state university system, or high school dual enrollment).

"***University***" means West Virginia University.

"***University Content***" has the meaning provided in Section 3.1.

3. AVAILABLE CONTENT

3.1 University Content. At its cost and expense, University may develop, produce and submit Courses and related Content for hosting on the Platform ("***University Content***") for access and use by Registered Students and/or End Users based upon the Platform Use Model selected for such University Content. Upon mutual agreement between Coursera and University, as specified in the relevant Course Development Agreement, the form of which is found in **Exhibit A.** Coursera may make certain of the University Content generally available to Registered Students and End Users. If University produces more than two Courses, University will designate a coordinating program manager at the University level who will be the primary point of contact with Coursera regarding the development, production, submission and administration of University Content to Registered Students, as well as to End Users. University will be responsible for providing University Content in a format that can be hosted and streamed via the Platform on the Coursera Website. When appropriate, University agrees to use reasonable efforts to develop and share with others Content that supports blending instruction with synchronous learning activities

(a) General Requirements for University Content. All University Content must meet certain technical quality standards pertaining to (i) video quality; (ii) audio quality; and (iii) correct formatting of assessments and other Content ("***Quality Standards***") as designated by Coursera. It is the Parties' intent that University Content will be developed as an at-scale offering that allows broad use and exploits the capabilities of the Coursera platform.

Hence, all Courses shall be created in a format that will reasonably allow for use in the models specified in Sections 4.2 or 4.3, so that the professor and relevant University, at their sole discretion, may later elect to adopt such models. Specifically, all Courses must use sound methods for pedagogy, including but not limited to, the use of an engaging instructional style, avoidance of content that is geared specifically at an on-campus student but is irrelevant to an online End User, and the creation of meaningful exercises and interactions that facilitate retention and engagement.

(b) Processes for Content Development and Acceptance. All University Content referenced in this Section 3.1(b) is University Content made available to End Users through the Coursera Website and shall be subject to all of the following requirements under this Section 3.1(b). University Content must satisfy the Course Criteria in addition to the Quality Standards. Coursera reserves the right to remove or otherwise suspend access to any University Content failing to satisfy the Course Criteria, at Coursera's reasonable discretion, with at least three business days prior notice.

(i) **Course Development Agreement**. Prior to any University Content offering, Coursera, University and Instructor(s) will mutually agree on and execute a Course Development Agreement, pursuant to which University and Instructors will offer the applicable University Content through the Platform. Should Instructor(s), in the process of preparing the University Content, decide to make material changes to the content or assessments agreed upon Course specifications, Coursera must be notified promptly, and no fewer than 30 days prior to the first scheduled launch of the University Content on the Platform.

(ii) **Course Lifespan**. Prior to any University Content offering, the Parties will mutually agree on an initial period for a guaranteed offering of the University Content ("***Initial Period***"), as set forth in the Course Development Agreement. The University Content will continue to be offered following the Initial Period, and after the Initial Period, University may request that the University Content be removed from the Platform ("***Removal Request***"), and within 90 business days (or as otherwise agreed to by the Parties in a Course Development Agreement) of receipt of the Removal Request, Coursera will remove the University Content from the Platform. For purposes of this Agreement, "***Course Lifespan***" means the later of (i) the time until the end of the Initial Period or (ii) the date the University Content has been removed from the Platform pursuant to any Removal Request. At the end of the Course Lifespan, University has the right to have the University Content removed from the Coursera Website.

(iii) **Course Acceptance Procedures**. Upload of University Content onto the Platform will follow a schedule mutually agreed upon in the Course Development Agreement. Upon upload of the University Content onto the Platform, Coursera has the right to check the materials for compliance with the Course Development Agreement, Course Criteria and Quality Standards. Coursera acknowledges the paramount importance of freedom of inquiry and instruction in its Courses. Any compliance review will be solely based on meeting

acceptable pedagogical and technical standards. Should Coursera find that the University Content is not compliant with either the Course Development Agreement or Course Criteria, Coursera has the right to so notify the Instructor(s) and Content-Providing University, and return the University Content to the Instructor(s) and University for correction (via a "***Deficiency Notice***"). Such Deficiency Notice must be provided no later than the last of the following: (i) 21 days in advance of the launch of the University Content; (ii) a week following the upload of the relevant University Content by the Instructor(s) onto the Coursera Website; or (iii) promptly upon having a material defect pointed out by an End User of the University Content through an email or forum post read by Coursera staff. University will correct such University Content deficiencies after having received the Deficiency Notice and submit a corrected version of the relevant University Content at least three days prior to its scheduled launch date, or within a week of receiving the Deficiency Notice, whichever comes later. Should University not resubmit a version of the University Content correcting the issues identified in the Deficiency Notice, Coursera may, at its sole discretion, decline to launch the University Content at its scheduled time. If, after resubmission, Coursera believes in its reasonable discretion that such University Content still does not satisfy specified criteria set forth in the Course Development Agreement, Coursera shall send University another Deficiency Notice and may, at its own discretion, decline to launch the University Content at its scheduled time, and the Parties will meet and confer regarding any further corrective actions and a possible new launch date. If University reasonably disagrees with any Deficiency Notice, University will promptly inform Coursera, and Coursera will promptly submit the relevant Course for review by the University Advisory Board, the academic advisory board comprised of senior academic officials of some of the Coursera's university partners. The University Advisory Board will use reasonable efforts to make a prompt determination of the acceptability of the relevant Course. Such determination of the University Advisory Board will be final. If the Course is accepted by the University Advisory Board, Coursera will launch the relevant Content on its scheduled launch date, or promptly upon the decision of the University Advisory Board. If the Course is rejected by the University Advisory Board for not having met the criteria set forth in the Course Development Agreement, or due to quality issues observed by Coursera, University may correct the deficiencies and resubmit the Content, so long as Coursera receives any such resubmitted Content at least seven days prior to its scheduled launch date. Any Content resubmitted by University after that time may be delayed, or launched by Coursera in its sole discretion.

(iv) **Instructor Agreement**. University will require and cause all of its Instructors or guest presenters providing any University Content for use on the Platform, prior to uploading any such University Content to the Platform, to execute and deliver to Coursera the applicable Instructor Agreement. In addition, to the extent participation of any other person is used in any University Content, University will obtain a written release, in a form attached hereto as **Exhibit B-2**, from each participating person prior to uploading any such University Content to the Platform. University shall provide copies of the

Instructor Agreements or participation releases for any University Content to Coursera upon request.

(c) Third-Party Claims. Should either Party receive a written notice from a third party alleging infringement of its Intellectual Property Rights arising from the provision of University Content through the Platform (through any Platform-use model) or be subject to a governmental investigation related specifically to the University Content, that Party will provide the other Party with notice of the alleged infringement claim, and the University Content pertaining to such claim may be removed from the Platform should it be mutally determined by both Parties based on further evaluation of such claim that the University Content is infringing. If, at a later date, is found to be unsubstantiated, Parties will mutually discuss reinstating the applicable University Content.

3.2 Third-Party Content. Coursera will make certain Courses hosted on the Coursera Platform available to University and its Registered Students on the Platform so as to allow University to provide these Adopted Courses to its own Registered Students with University-recognized credit for such Adopted Courses. Coursera and University will mutually agree quarterly to the list of Adopted Courses that can be made available to Registered Students for such credit. The Adopted Courses will be accessible through one or more webpages made available on the Coursera Website. Registered Students will only have access to a Adopted Course during the specified Course period, as defined by .University's and Registered Students' access to Adopted Courses is subject to its availability from the Content Provider. Coursera will have the right to remove, block or suspend access to any Adopted Courses should it be subject to an adverse inquiry or claim (*e.g.*, use of copyrighted materials without approval). Licensed Courses may be modified by the applicable Content Provider during the duration of the Term, notice of which will be provided to University in a commercially reasonable time frame. Adopted Courses may also be modified by applicable Content Provider while currently running at a third-party institution, but only with the mutual agreement of Coursera and any relevant Instructors teaching the currently running Course at a third-party institution.

4. CONTENT USE MODELS

4.1 Guided Course. University and Coursera may mutually agree to make certain University Content and/or Adopted Courses available to its Registered Students (***"Guided Courses"***) on the Platform and allow its Registered Students to obtain University-recognized credit for such Courses. In offering the Guided Courses, University will (i) manage the offering of Guided Courses, (ii) administer the University Course or Adopted Course using the Administrative Services (discussed in Section 5.3 below), which may include for any such Guided Courses (depending on the Administrative Services offered hereunder) maintaining or moderating discussion groups or forums, setting due dates and calendaring items, providing assessments, assigning grades, setting a Course syllabus and controlling the level of access to its Registered Students; (iii) appoint an Instructor of record for each such Course, (iv) provide Registered Students access to University Content or Adopted Courses through the Coursera Website using standard protocols for authentication and secure passwords; (v) and collect all tuition fees from Registered Students. University Content will be clearly branded as being

provided by University; Adopted Courses will be clearly branded as being provided by the Content Provider. University may agree, pending further consideration, to accept completion of Guided Courses for credit and transfer credit across educational institutions consistent with University transfer policies. Fees will be paid by University to Coursera in accordance with Section 7.1.

4.2 Open Access Courses.

(a) University and Coursera may mutually agree to make certain University Content generally available on the Coursera Website so that they may be accessed and taken by any End User, including University Registered Students ("***Open Access Courses***"). Under this use model, Coursera will be responsible for administering the Open Access Courses to its End Users, and University will not be obligated to provide additional Instructor support in connection with the offering to End Users, except that for the first offering of a Course, University will make reasonable efforts to monitor the respective forum to ensure that material Content errors or issues are identified and addressed. It is the intent of both Parties to allow for some Open Access Courses to be Credit-Bearing. However, the University and its faculty will have the final authority to determine which Open Access Courses, if any, will be Credit-Bearing. University may allow End Users taking Credit-Bearing Open Access Courses to obtain either University credit or University-recognized transfer credit, at zero or nominal cost for the transfer, if End User completes the Course via a mechanism that ensures sufficient mastery and academic integrity. For Credit-Bearing courses, University and its Instructors agree to cooperate in providing sufficient mechanisms for ensuring academic integrity for University Content, including, but not restricted to, an alternate final to be used in a proctored environment, and sufficient randomization. A share of the revenue collected under this model will be paid by Coursera to University in accordance with Section 7.3. Coursera reserves the right to limit the number of Courses offered under this Section 4.2 in the same academic term, after providing written notice to System, should the cost of supporting such Courses prove to be commercially unreasonable.

(b) University will also work in good faith to identify other Open Access Coursera courses provided by other content providing academic institutions, and which accrue credit at those institutions or are declared credit-equivalent by the ACE Credit process, that could be accepted by University for transfer credit

4.3 Licensed Courses. University will mutually agree with Coursera to make certain University Content available to certain Third-Party Institutions for use in their academic programs with their Registered Students ("***Licensed Courses***"). The applicable Third-Party Institution will be responsible for administering the University Content and providing support in connection therewith, and University will not be obligated to provide additional Instructor support. Third-Party Institutions will have the right to use any related Course materials that are provided as part of University Content for the purpose of offering University Content to their students. University may agree to accept successful completion of University Content for transfer credit into the University from the Third-Party Institution consistent with University transfer policies at zero or nominal cost for the transfer if such Third-Party Institution's students successfully complete the University Content via a mechanism that ensures sufficient mastery

and academic integrity. A share of the revenue collected by Coursera from the Third-Party Institution will be paid by Coursera to University in accordance with Section 7.4.

5. HOSTING AND PLATFORM ACCESS; SUPPORT; ADMINISTRATIVE SERVICES AND USE RESTRICTIONS

5.1 Hosting and Platform Access. University and Coursera may mutually agreed to host certain Courses (including University Content and Adopted Courses) through the Platform. Coursera will make the Platform available to University and Registered Students through one or more webpages made available on the Coursera Website. University's and Registered Students' use and access to any Courses via the Platform will be subject at all times to Coursera's Terms of Service and Privacy Policy provided on the Coursera Website, which may be updated or modified from time to time. Coursera will provide University with application programming interfaces ("***APIs***") to enable University to connect certain applications with the Platform. Coursera will also provide University with technical support and training in connection with its use of the Platform and APIs. The Platform shall eventually support cross-institutional simultaneous enrollment at University in a single-class instance to allow for the creation of larger cohorts.

5.2 Administrative Services. Coursera will provide to University the administrative services set forth in **Exhibit C**, attached hereto ("***Administrative Services***"). These Administrative Services will allow University to administer certain functionalities and features used in connection with the offering of University Content to Registered Students. Coursera will provide University with administrative credentials (*i.e.*, user I.D. and password) to allow University to access the portion of the Coursera Website that supports the Administrative Services. University will be solely responsible for securing its administrative credentials and preventing unauthorized use of its administrative credentials to access or use the Administrative Services.

5.3 Coursera Support. Coursera will provide University assistance with Course production techniques and best practices. Coursera will develop a repository of techniques and materials for effective use of blending Courses with synchronous (face-to-face) instruction and provide University with access to such repository. In addition, Coursera will provide inter-system coordination between University and other state university systems.

5.4 University Support. University will provide its own support for the following: (i) Course selection, to satisfy high levels of rigor, teaching quality, and academic standards, (ii) Coordination for transfer of materials and know-how with other university state systems, (iii) incentives for the production of University Content by Instructors, consumption and enrollment by Registered Students, and the accreditation of Courses, (iv) quality control relating to University Content, and (v) provision of centralized program managers to administer University Content, as required.

5.5 Use Restrictions. University will not, and will not attempt to: (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the

Platform or the Coursera Website, except and only to the extent applicable law prohibits or restricts reverse engineering restrictions; (b) copy, modify, adapt, alter, or create derivative works of the Platform or Coursera Website; (c) copy, modify, adapt, alter, distribute or create derivative works of any Adopted Courses, except insofar as any of the foregoing is permitted or consistent with applicable law; or (d) modify, remove or obscure any trademarks, copyrights, branding or other proprietary rights notices associated with the Adopted Courses or otherwise re-brand or use any other trademarks on or with any Adopted Course. Certain Adopted Courses will have additional restrictions. University agrees to comply with all such restrictions.

6. DATA COLLECTION AND SHARING

6.1 *Analytic Data*. Subject to section 6.3 below, in Open Access Courses, Coursera will make available to University certain individual and aggregate analytic data regarding behavior and performance of Registered Students and End Users in Courses, which data will be mutually agreed upon by the Parties on a per-Course basis prior to the Course being accessible to University and its Registered Students through the Platform. Any such data will be available through the administration layer or by request to Coursera. Under the Licensed Course model, Coursera will make available to University certain aggregate analytic data regarding behavior of students of Third-Party Institutions taking University Content through the Coursera Website and performance for University Content, which data will be mutually agreed upon by the Parties on a per-Course basis prior to such University Content being accessible to the Third-Party Institution and its students. Under the Guided Course model, University will have the right to collect and use all data it obtains on its Registered Students (individual and de-anonymized), subject to University's compliance with all applicable law.

6.2 Data to Content Providers. Subject to section 6.3 below, with respect to Adopted Courses provided by a Content Provider, University acknowledges that Coursera will make available to such Content Provider certain aggregate analytic data regarding behavior of Registered Students for the applicable Course(s), for the purpose of improving Course Content and for research purposes. Which data is to be provided to the Content Provider will be mutually agreed upon the Parties on a per-Course basis prior to the Course being accessible to University and its Registered Students through the Platform.

6.3 Data Security for Registered Students. Coursera acknowledges that University's confidential data regarding its Registered Students is protected under both federal and state law. Each Party will adhere to all requirements of the Family Educational Rights and Privacy Act of 1974, 20 USC § 1232g, and its implementing regulations (FERPA) that are applicable to it. Neither Party will release to the other Party any personal information about any Registered Student or prospective Registered Student without having first obtained the prior written consent of the Registered Student or prospective Registered Student.

6.4 End User Information and Communications. End Users' use of the Platform and Coursera's use of End User information will be subject to the Coursera privacy policy provided on the Coursera Website. Under the Open Access Course model, Coursera will not disclose any End User data collected in connection with Open Access Courses to University or any third party without the End User's express permission. Except as otherwise permitted by FERPA, University will not sell, provide or otherwise disclose any End User data collected in

connection with Open Access Courses, including e-mail addresses and other contact information, to any third party without the End User's express permission. University and Coursera will provide End Users the option to opt out of different forms of e-mail communications from Coursera and University, as applicable, provided that Coursera may continue to deliver administrative communications relating to University Content to End Users.

7. FINANCIAL TERMS

7.1 Fees for Guided Course. The Course Development fees will be on a per-Course and tiered enrollment basis. University will pay, within thirty (30) days of receipt of invoice from Coursera, applicable Course and Course development fees ("***Course Fee***") per University Course, as set forth in **Exhibit D**.

7.2 Accounting and Payment Terms. Within 30 days after the close of enrollment for any Course for which University owes fees to Coursera, University will (a) prepare and provide to Coursera a written report identifying the relevant University Course, the number of enrolled Registered Students and the calculation of the Course Fees owed to Coursera, and (b) pay Coursera all such Course Fees and Development Fees in U.S. dollars. University's obligation to pay Coursera the Fees is independent of whether University has received any payments or fees from any Registered Students enrolled in the applicable University Course.

7.3 Revenue Sharing for Open Access Courses. For Open Access Courses made available to End Users, to the extent Coursera will have the right to monetize any such Course in accordance with the monetization strategies agreed upon by Coursera and University for the applicable Course. Although it is not required that all Open Access Courses be associated with a monetization strategy, it is the Parties' intent that most courses will be associated with a viable monetization strategy. Coursera will pay University a certain percentage of revenue collected ("***Revenue Share***"). For University Content, Coursera will pay to University the agreed upon Revenue Share percentage under any agreed-upon monetization strategies, if any. The applicable percentage of the Revenue Share will be determined by the Parties in the applicable Course Development Agreement on a per-Course basis. Payment of the Revenue Share by Coursera to University will be on a calendar quarter basis. Within 30 days after the end of each calendar quarter, Coursera will calculate and pay to University the appropriate amount of the Revenue Share and provide a report indicating how such amounts were determined.

7.4 Fees for Licensed Course. Coursera will be responsible for charging and collecting licensing fees from Third-Party Institutions using University Content. Coursera will pay to University the mutually agreed upon revenue share of any such fees collected from such Third-Party Institutions. Payment of the revenue share by Coursera to University will be on a calendar quarter basis. Within 30 days after the end of each calendar quarter, Coursera will calculate and pay to University the appropriate amount of the revenue share and provide a report indicating how such amounts were determined.

7.5 Records. During the Term, and for a period of two years thereafter, each Party will maintain complete and accurate books and records pertaining to all amounts due to the other Party under this Agreement in sufficient detail to enable the amounts due be calculated or determined ("***Records***").

7.6 Audit. Each Party (through itself or its designated auditors) will have the right to conduct at its expense an audit, not more frequently than once every calendar year, for the sole purpose of determining the other Party's compliance with its recording and payment obligations under this Agreement. Upon at least ten business days written notice from a Party, the other Party agrees to permit during regular business hours such Party (or its designated auditor), who shall be made subject to written obligations of confidentiality at least as protective as those provided in this Agreement, to examine only those Records necessary for verifying the payments due under this Agreement during the applicable audit period, which shall not exceed the preceding eight calendar quarters. If any amounts due a Party are ultimately determined to have been underpaid, the other Party will pay any such amounts within 30 days after receipt of an invoice for same from the auditing Party. In the event the audit shows that a Party has underpaid by five percent (5%) or more, then such Party will pay the reasonable costs of such audit.

7.7 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.

8. LICENSE GRANTS AND INTELLECTUAL PROPERTY

8.1 Copyright Clearances. As between Coursera and University:

(a) Coursera will be responsible for requiring Content Providers of the Adopted Courses to have obtained necessary licenses, waivers or permissions with respect to any third-party rights.

(b) University will be responsible for reviewing and obtaining any necessary licenses, waivers or permissions with respect to any third-party rights for all University Content provided under this Agreement (including rights from any of its Instructors or Course developers).

8.2 License to University Content. University hereby grants to Coursera a non-exclusive, royalty-free, worldwide license (a) to reproduce, distribute, transmit, publicly display and publicly perform University Content in order to (i) host University Content on Coursera's servers and (ii) make available and display any such University Content through the Platform and Coursera Website; and (b) to the extent mutually agreed upon, to provide accommodations for persons with disabilities with respect to such University Content. University acknowledges and agrees that Coursera may make University Content available to Third-Party Institutions for use under the Licensed Course model as contemplated under this Agreement, including the right to copy and distribute related Course materials to registered students of the Third-Party Institutions as part of any offering of University Content in connection therewith.

8.3 Mutual Marketing License. Subject to the terms and conditions of this Agreement, each Party grants (the "***Granting Party***") to the other Party (the "***Licensing Party***") a non-exclusive, non-assignable (subject to Section 15.9), limited, worldwide license (without

right to sublicense) to use the name, brand name, trademarks, service marks and logos ("***Marks***") of the Granting Party and any marketing and branding collateral provided by the Granting Party (together with the Marks, "***Materials***") solely in connection with the offering of University Courses and University Content through the Coursera Website, and the marketing, promotion and advertising thereof.

8.4 Trademark Usage Guidelines. Each Party will comply with the trademark usage guidelines provided by the Granting Party, which the Granting Party may update from time to time, provided that the Licensing Party shall not be required to cease, alter or modify use of the Granting Party's Mark(s) as a result of any such update or subsequent change made to the trademark usage guidelines unless the Parties mutually agree. Subject to the foregoing sentence, the Granting Party will have the right to review the Licensing Party's usage of the Granting Party's Marks and require modifications to such use consistent with the Granting Party's usage guidelines, and at the Granting Party's request, the Licensing Party will correct all uses that do not comply with the Granting Party's guidelines or cease any use of such Marks. The Parties agree that any and all permitted use of the Granting Party's Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the Granting Party, and use of such Marks will be subject to the Granting Party's prior, express authorization and approval, in each instance, provided that once initial approval is obtained by the Licensing Party for such permitted use, the Licensing Party shall not be required to obtain the Granting Party's approval for subsequent uses that are consistent with the prior authorized and approved use, even if the Granting Party's trademark usage guidelines have been subsequently updated or changed. The Marks of the Granting Party are and will remain the sole and exclusive property of the Granting Party.

8.5 Intellectual Property Ownership.

(a) University Content. All right, title and interest in and to University Content and all Intellectual Property Rights relating thereto will remain with University (and/or the applicable Instructor), except insofar as any portion of such University Content constitutes third-party materials or is a derivative work of third-party Content, in which case, such portion shall be owned by the applicable third party or its licensors.

(b) Adopted Courses. All right, title and interest in and to Adopted Courses will remain with their respective Content Providers. Except for the use and access rights provided under this Agreement, University shall not acquire any right, title, or interest in any Adopted Courses or portion thereof.

(c) Platform and Coursera Website. All right, title and interest in and to the Platform, related documentation, the Coursera Website and all updates, modifications, enhancements, improvements, upgrades or corrections thereof, including any assessment features added by Coursera thereto, and all related Intellectual Property Rights will be exclusively owned by Coursera. Notwithstanding the foregoing, any software, interfaces or assessment features created or developed solely by University or one of its Instructors, and the Intellectual Property Rights relating thereto, will be solely owned by University and/or Instructor, as applicable. To the extent that University has any Intellectual Property Rights therein, Coursera is hereby granted

a royalty-free and non-exclusive license to use any such software, interfaces or assessment features for the Term.

(d) Joint Works. Subject to the foregoing Subsections 8.5(a) – (c), any Content, software (including APIs and interfaces), technology, trade secrets, works of authorship, inventions (whether patentable or un-patentable) and features and all updates, modifications, enhancements, improvements, upgrades relating thereto and all Intellectual Property Rights therein that are jointly created or developed by the Parties during the Term ("***Joint Works***") will be jointly and equally owned by the Parties, and each Party shall be deemed to have assigned to the other Party an equal, undivided one-half interest in that portion of the Joint Work created by the assigning Party. Neither Party may encumber or grant an exclusive license of any Joint Work or any Intellectual Property Rights therein to a third party without the prior written consent of the other Party. Subject to the preceding sentence, each Party shall have the unlimited right to freely use such Joint Works without a duty of accounting to, or consent from, the other Party. The Parties shall consult each other and cooperate reasonably with respect to making registrations in respect of their Intellectual Property Rights in and to the Joint Works and in the pursuit of third party infringers of such Intellectual Property Rights.

9. TERM AND TERMINATION

9.1 Term. This initial term of this Agreement will commence on the Effective Date and continue for three years (the "***Initial Term***"). After the Initial Term, this Agreement will automatically renew for no more than two successive one-year renewal terms, unless a Party provides the other Party with at least 30 days' notice of termination prior to the end of the then-current term (the Initial Term together with all renewal terms, the "***Term***").

9.2 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, or (b) immediately if such other Party has a receiver appointed, or an assignee for the benefit of creditors or if such other Party files a voluntary petition in bankruptcy or for reorganization or rearrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against such other Party and is not dismissed within 45 days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of such other Party.

9.3 Termination without Cause. Either Party may terminate this Agreement upon providing at least 1 year prior written notice of such termination to the other Party.

9.4 Consequences of Termination. Termination of this Agreement for any reason does not relieve either Party of its obligations to the other Party that arose prior to such termination, including any payment obligations. Upon any termination of this Agreement, each Party will promptly return all Confidential Information of the other Party in its possession or control. In addition, any termination of this Agreement will not affect Registered Students' access to, and use of, University Content for Courses for which they are enrolled at the time of such termination, and such Registered Students will have the continued right to fully complete

those Courses. Coursera will have the right to continue to host and make available any Course that is being hosted and provided by Coursera through the Platform at the time of termination for the remainder of the Course Lifespan, with the exception that Courses cannot continue to be offered by Coursera to Registered Students after the University academic term in which termination occurred. Should Termination be at the request of Coursera, University will have the right to request that Coursera continue to host and make available any Course that is being hosted and provided by Coursera through the Platform at the time of termination for the remainder of the Course Lifespan. In each case, Coursera will have the right to monetize these Courses as per the previously agreed-upon Course Development Agreement.

9.5 Surviving Provisions. The following provisions will survive any expiration or termination of this Agreement: Sections 1, 2, 5.5, 6.3, 6.4, 7 (for unpaid amounts), 8.1, 8.5, 9.3, 9.4, 9.5 and 12 through 16.

9.6 Non-Funding. Notwithstanding anything to the contrary herein, if performance of this Agreement extends beyond the current fiscal year (ending June 30), Coursera acknowledges that financial obligations of University payable after any applicable current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and or otherwise made available. In the event funds are not appropriated, budgeted or otherwise available for these services provided under this Agreement, this Agreement becomes void and of no effect after June 30 at the sole and absolute discretion of University without penalty of any kind.

10. ACCOMMODATIONS FOR END USERS WITH DISABILITIES

10.1 Coursera Responsibilities.

(a) Platform. Coursera will use commercially reasonable efforts to make the Platform reasonably accessible to End Users with disabilities.

(b) University Content. Coursera will (i) proactively provide captioning for University Content offered to the public whose initial enrollment is above 10,000 End Users, and provide such captioning for University Content whose initial enrollment is smaller, in a timely manner, upon request by an End User with a disability, (ii) provide University with text transcripts of captions to facilitate University's creation of audio captions for visual elements of University Content, to the extent such text transcripts have been created by Coursera,. Coursera shall further cooperate with University with respect to requests for accommodations from End Users with disabilities as further set forth in the ADA Compliance Protocol. University will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this paragraph.

(c) Adopted Courses. Coursera will also ensure that any Adopted Courses are associated with copies of any slides used in the video lectures and text description files for any material images used in quizzes or problem sets. All video lectures in Adopted Courses will also be associated with text subtitles for the audio. University will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this paragraph. Coursera shall further cooperate with University with respect to requests for

accommodations from End Users with disabilities as further set forth in the ADA Compliance Protocol.

(d) Captioning. System will pay for reasonable captioning costs associated with offering University Content produced by University on the Platform. For Revenue-bearing University Courses under the Open Access or Licensed Course models, such costs will be deducted from incoming revenue and returned to System prior to the distribution of any revenue to either party, with the exception of Open Access University Courses offered for Credit, for which Coursera shall pay captioning costs.

10.2 University Responsibilities. University will be responsible, at its expense, for providing University Content that is accessible to End Users with disabilities, including End Users with visual impairments using a screen reader technology, to enable compliance with the applicable laws and regulations of the ADA. University and its Instructors, as part of the University Content preparation for the Guided Courses and Licensed Courses models, will provide the materials required to be provided by University and its Instructors as provided in the ADA Compliance Protocol, including: (i) copies of any slides used in the video lectures and (ii) text description files for any material images used in quizzes or problem sets. University will ensure that a text description file is associated with all material images in quizzes or problem sets provided by University or Instructors for University Content used in the Open Access Course model. Upon request of an End User with a disability, and as further set forth in the ADA Compliance Protocol, University will, consistent with and to the extent required under applicable laws and regulations pertaining to disability access, use commercially reasonable efforts to provide appropriate accommodations in a reasonable timeframe with respect to the University Content and will bear costs associated with such accommodations during the Course Lifespan. Upon request, Coursera will provide assistance to University in providing such accommodations, for a fee to be mutually agreed upon. University shall further cooperate with Coursera with respect to requests for accommodations from End Users with disabilities as further set forth in the ADA Compliance Protocol.

11. REPRESENTATION AND WARRANTIES

11.1 Mutual Representations. Each Party represents and warrants to the other Party that (a) the execution and delivery of this Agreement has been duly authorized by all necessary action; (b) this Agreement is a legally and valid obligation binding upon it and is enforceable in accordance with its terms, and the execution, delivery and performance will not conflict with any agreement, instrument or understanding to which such Party is bound; and (c) it has the full right and capacity to grant the rights hereunder without violating or conflicting with the rights of any third party.

11.2 Representations by University. University further represents and warrants to Coursera that it has obtained or will obtain all necessary licenses, waivers or permissions with respect to any third-party rights to University Content made available by University under this Agreement, and that all Instructors or guest presenters providing any Content for use on the Platform have delivered the applicable Instructor Agreement or participation release.

12. **CONFIDENTIALITY**

(a) Confidential Information. During the performance of their obligations under this Agreement, the Parties may exchange or obtain confidential and proprietary information of the other Party. For purposes of this Agreement, the Party disclosing Confidential Information is hereinafter referred to as the "***Disclosing Party***" and the Party receiving Confidential Information hereunder is hereinafter referred to as "***Recipient.***" "***Confidential Information***" means only non-public technical and non-technical information relating to the business or affairs of a Disclosing Party that is disclosed to the Recipient in writing, marked "Confidential" or with a similar legend. Confidential Information will not include: (i) information that is in the public domain before the Effective Date or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) information available to the Recipient on a non-confidential basis before receipt from the Disclosing Party, (iii) information received by the Recipient from a third party who is under no obligation to keep the information confidential; or (iv) information developed independently by the Recipient, without using or referring to the Disclosing Party's Confidential Information, as evidenced by Recipient's written records.

12.2 Permitted Use. Each Party will use the other Party's Confidential Information solely to carry out its obligations under this Agreement and for no other purpose. Neither Party has or will obtain any other rights or interest in the other Party's Confidential Information by virtue of disclosure hereunder.

12.3 Non-Disclosure. Except as otherwise required by law, Recipient agrees not to disclose the Confidential Information of the Disclosing Party to any third parties or to any of its employees or independent contractors except those employees and independent contractors who have a need to know the Confidential Information in order for the Recipient to perform its obligations hereunder and where such employees will be made aware that the information is confidential and will be under a written contractual restriction of nondisclosure and proper treatment of Confidential Information. The Recipient agrees to use the same care and discretion to avoid disclosure, publication or dissemination of the Disclosing Party's Confidential Information that the Recipient uses to protect its own Confidential Information, but in no case will Recipient use less than reasonable care to protect the Disclosing Party's Confidential Information. The existence of this Agreement shall be kept confidential to the extent permitted by law by both Parties until such time the Parties agree to the public release of a press statement mutually agreed upon by the Parties. Notwithstanding the foregoing, either Party may disclose the existence and terms of this Agreement to its advisors, counsel, actual or potential financing sources or acquirers, and to senior administration officials at other educational facilities, in each case under written obligations of confidentiality.

12.4 Return. A Disclosing Party may at any time notify the Recipient that the Recipient must return to the Disclosing Party the Disclosing Party's Confidential Information. Each Party hereby agrees to, within 30 days of the notification: (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.

12.5 Disclosures Required By Law. Where disclosure of the Confidential Information is required by operation of law, court order or governmental order, the Recipient will immediately notify the Disclosing Party thereof (including the manner of disclosure) so that the Disclosing Party may take such action as it deems necessary to intervene, limit the scope of disclosure or otherwise seek assurances of confidentiality. Further, Recipient agrees to cooperate fully with the Disclosing Party in taking action to protect the Disclosing Party's Confidential Information or otherwise limit the scope of required disclosure.

12.6 Press Release. Each Party will have the right to develop and issue separate press releases regarding the Parties' collaboration, provided that neither Party will be allowed to publish its press release without first obtaining the prior written approval of the other Party.

13. DISCLAIMERS; LIMITATIONS ON LIABILITY

13.1 DISCLAIMER OF WARRANTY. THE PLATFORM AND COURSERA WEBSITE 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.

13.2 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES OR LIABILITY ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, A PARTY'S WILLFUL MISCONDUCT, OR A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR INFORMATION OR BUSINESS INTERRUPTION) ARISING OUT OF THIS AGREEMENT OR ARISING FROM OR RELATING TO THE PLATFORM, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.3 LIMITATION ON LIABILITY. EXCEPT FOR PAYMENTS DUE UNDER SECTION 7, A PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF PAYMENTS RECEIVED BY COURSERA FROM UNIVERSITY UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FOR DAMAGES OR LIABILITY AROSE.

14. PARTIES' RESPONSIBILITIES

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

15. GENERAL TERMS

15.1 INTENTIONALLY LEFT BLANK.

15.2 Dispute Resolution.

(a) In the event that any dispute, claim or controversy (collectively, a "***Dispute***") arises out of or relates to any provision of this Agreement or the breach, performance or validity or invalidity thereof, an appropriate authorized manager of each Party will attempt a good faith resolution of such Dispute within 30 days after either Party notifies the other Party of such Dispute. Neither University nor Coursera may pursue any Dispute except as set forth below in this Section 16.2.

(b) If such Dispute is not resolved within 30 days after such notification, the Parties shall, upon demand by either Party, within ten business days thereafter (or such longer time agreed to by both Parties), agree upon and retain (with expenses to be borne equally by the Parties) a neutral individual to act as a mediator. If the Parties cannot agree upon a mediator within the time period, the selection shall be made by the American Arbitration Association upon the request of either Party, with the administrative costs for such selection to be borne equally by the Parties. The mediation shall be conducted within 60 days of the appointment of the mediator (unless the Parties agree to a later date), and shall be conducted confidentially in an effort to settle the Dispute. Nothing herein, however, will prohibit either Party from seeking temporary injunctive relief from any court of competent jurisdiction.

(c) If the Dispute is not settled within ten business days after the first day of mediation (or such longer time agreed to by both Parties), either Party may initiate litigation in a court of competent jurisdiction; however, neither Party may initiate litigation against the other without first utilizing the process set forth in this Section 15.2, except for seeking a temporary restraining order or a preliminary injunction. To the extent permitted by law, the Parties agree that any statute of limitations applicable to any claim, controversy, or dispute shall be tolled from the date that such notice is sent under clause (a) above until the first day upon which the Parties are permitted to initiate litigation. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15.3 Independent Contractors. The relationship between Coursera and University under this Agreement is that of independent contractors. Nothing in this Agreement will be construed so as to constitute Coursera and University as partners or joint venturers, or either Party as the employee or agent of the other Party, or in any other manner other than as independent contractors. Neither Party will have any power or authority to bind the other Party in any transaction with a third party.

15.4 Headings and Construction. The headings are provided for convenience only and will not be used in interpreting any provision of this Agreement. No rule of strict construction shall apply to or be used against either Party as a consequence of such Party's authorship of any provision of this Agreement. As used in this Agreement, the words "include," "including" and their variants are to be construed as if followed by the words "without

limitation" or "but not limited to." Use of the terms "hereunder" or "herein," are to be interpreted as to referring to the Agreement as a whole and not solely to the provision, paragraph or clause in which the term is used.

15.5 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by Federal Express, or registered or certified mail, postage prepaid, addressed as follows:

If to Coursera, at:	Coursera, Inc. Attn: Daphne Koller 1975 W. El Camino Real, Suite 202 Mountain View, CA 94040 Phone: 650-386-5525
If to University, at:	Office of the Provost West Virginia University PO Box 6203 Morgantown WV 26506-6203
With a copy to:	Vice President for Legal Affairs West Virginia University PO Box 6204 Morgantown WV 26506-6204

15.6 Force Majeure. Each Party is excused from performance of this Agreement (other than for any payments due) and will not be liable for any delay in whole or in part caused by the occurrence of any contingency beyond the reasonable control of such Party. These contingencies include, without limitation, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of government or any agency or subdivision thereof affecting the terms of this Agreement or otherwise, judicial action, labor dispute, student disorders, accident, fire, explosion, flood, severe weather, natural disaster or other act of God, shortage of labor, hardware failure, interruptions or failure of the Internet or third-party network connections.

15.7 Entire Agreement; No Third-Party Beneficiaries. This Agreement, including all Exhibits and Schedules attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement. Subject to Section 1, nothing in this Agreement is intended or shall be construed to entitle any person or entity other than the Parties and their respective transferees and assigns permitted hereby to any claim, cause of action, remedy or right of any kind.

15.8 Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, will be valid or binding unless set forth in a writing signed by both Parties.

15.9 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, except that either Party may assign this agreement without consent in connection with a merger, consolidation, restructuring or sale of all or substantially all of its equity or business or assets to which this Agreement relates. Any attempted assignment in violation of this paragraph will be null and void. Subject to the foregoing, this Agreement will inure for the benefit of each of the Party's permitted successor and assigns.

15.10 Expenses. Except for costs and expenses specifically assumed by a Party under this Agreement or imposed upon a Party pursuant to another provision of this Agreement, each Party will pay its own expenses incident to this Agreement.

15.11 Severability. If any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

15.12 Waiver. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

15.13 Attorneys' Fees. To the extent allowed by law, the prevailing Party in any suit, action, counterclaim, or mediation arising out of this Agreement will be entitled to recover reasonable attorneys' fees, litigation expenses, collection costs, and the cost of any mediation in addition to court costs if assessed by a court of competent jurisdiction.

15.14 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, including all applicable export laws and regulations of the United States and other applicable jurisdictions.

15.15 Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

[SIGNATURES ON FOLLOWING PAGE]

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

Coursera, Inc.
"Coursera"

By: _____

Printed Name: Daphne Koller

Title: co-CEO

"University"

By: _____

Printed Name: Russell K. Dean

Title: Senior Associate Provost
for Provost Michele Wheatly

EXHIBIT A
Course Development Agreement
Agreed Upon Specifications and Content

Section 1: Course Specifications

This section represents an in-principle agreement among the instructor, university, and Coursera.

Early planning is integral to designing and delivering a successful course that provides a high-quality learning experience for students and also accurately reflects the reputation of our partner institutions. To this end, we encourage you to explore the functionalities of our platform through the Coursera Partners' Portal and use it as a springboard to develop the vision for your course.

As part of this planning process, we ask that you please describe the scope of your course as well as the types of lectures and assessments you plan to offer. It may be hard to decide on course content months in advance of the start date, which is entirely understandable. With this in mind, you will be able to make changes to your course plans along the way, provided the course remains similar in substance and spirit to what you outline below.

Course Title

Course Description (100-200 words)

Instructor(s)

Course Length

Weeks

Hours per week *(estimated student time commitment, including watching videos and completing assessments)*

- Hours

Description of Course Content

How do you plan to deliver course content? If you plan on using lecture videos, what is the envisioned format - e.g. instructor talking directly into the camera; instructor facilitating a small-group discussion; guest lectures;

PowerPoint slides with the instructor in a picture-in-picture frame; a mix of these? Will you be creating in-video quizzes? What resources, if any, will complement the course content - e.g. slides; freely available journal articles?

Will you be recording lecture videos specifically for the Coursera audience, or will you be repurposing existing content? If you plan to use recordings of on-campus classroom lectures or port over videos from another platform, please explain whether (and how) you intend to edit these videos so that they are suitable for Coursera students. If you are using existing videos, please provide sample links.

Do you plan to use any external software (e.g. integrations with external websites, social media and collaboration tools, etc.) in the class? If so, please describe the software and intended use.

Description of Assessments

Machine-graded Assessments

Machine-graded exercises and assessments are offered in most courses. These can comprise multiple choice questions (radio button, dropdown lists, checkbox) and short answer questions (checked against a numeric range, regular expression, or mathematical expression). Alternatively, structured output or programming assignments allow students to submit code or data that is checked against an instructor-provided grading routine.

Please enter the number of machine-graded exercises and assessments you plan to use in your course:

Briefly describe the envisioned design of the machine-graded exercises and assessments. What will students be asked to do? For programming assignments, what programming language will be used, and how will they be graded? [Sample description]

Do any of these assessments require running external code? If so, will the code be run client-side (by students), server-side, or both? Will you require Coursera server space? Additionally, please provide more details about the source of this code: is the code from commercial-grade software, or is it something you wrote, or is it student-generated, or a combination?

Peer-graded Assessments

Peer assessments are used for any assignment that cannot be machine-graded. Students grade each other's assignments according to a grading rubric that has been clearly defined by the instructor.

Please enter the number of peer assessments you plan to use in your course:

Briefly describe the envisioned design of each peer assessment. What will students be asked to do? [sample description]

Description of Grading Policy

At the end of the course, students will see their final grade in percentage form, as determined based on the grading policy. Your school may also choose to award a Coursera Statement of Accomplishment or Signature Track Verified Certificate to those students whose final grade meets or exceeds a certain threshold. These come in the form of a PDF document that signifies successful completion of the course.

Briefly explain how the final grade will be calculated for your course. What will students need to do in order to earn a Statement of Accomplishment or Verified Certificate (if applicable)? [sample description]

Section 2: Instructor Responsibilities

The content of this section is taken from the contract that your university signed with Coursera.

Instructors and their teaching staff undertake the following responsibilities:

1. **Content design:**
    a. Designing, recording, and editing lectures into short, segmented videos.
    b. Creating rigorous, engaging assessments that allow students to test their learning and gain feedback.
    c. Uploading the video content, assessments, slides, and other accompanying materials onto the hosting platform.
    d. Preparing a specified amount of course material in advance of the course start date, as per our quality assurance protocol. In particular, this includes:
        i. The first week's worth of course content uploaded at least one month prior to the scheduled start date of the class;

ii. The first two weeks' worth of course content uploaded at least two weeks prior to the scheduled start date of the class.

2. **Copyright clearance:** Working with university copyright experts to ensure that the content (lectures and assessments) is clear of copyright issues, as per University-provided guidelines.
3. **Accessibility for students with disabilities:** Ensuring that the content is accessible to users with disabilities, in compliance with Coursera's policies. This involves implementing the following practices:
   a. Verbally explaining handwritten text or graphics in lecture videos;
   b. Uploading slides together with video;
   c. Reducing the amount of content on slides that is not accessible to screen readers (e.g., using text tables or formulas rather than ones created as images);
   d. Ensuring that all images used in assessments have a text alternative.
4. **Course delivery:** Monitoring the discussion forums during the first offering of the course in order to ensure that class-specific issues (e.g., concerning grading policies, lecture content, or assessments) are addressed.
5. **Course reusability:** Ensuring that the content can be easily reused in subsequent offerings of the course for which the instructor might not be involved. This includes:
   a. Avoiding references to particular dates in lecture videos (e.g., "The homework will be due next Monday, March 4" or "It's a beautiful summer day today");
   b. After the first offering of the course, systematically editing/removing references to dates and episodes that are specific to the first offering of the course (e.g., an announcement about correcting a typo on the final exam, or about extending due dates because of Hurricane Sandy), as well as references to activities for which instructor involvement is necessary (e.g., "We hope to see you at the next live Google+ Hangout").

Section 3: Instructor Agreement

The content of this section is taken from the contract that your university signed with Coursera. In order to ensure that you understand what you are agreeing to, we first summarize the terms of this agreement in plain language, and then provide the formal text below.

As an instructor, you agree to:

- *Give your university the right to use the content produced for this course;*
- *Give your university the right to use any new features (e.g. software, interfaces or assessment features) that you create for the course;*
- *Give Coursera the right to use these same features, but only in connection with the course and only as long as the course is running;*

- *Make reasonable efforts to ensure that information you provide in the class accommodates people with disabilities and does not include inappropriate content;*
- *Not hold Coursera responsible for any legal claims - either yours or someone else's - related to your use of the site.*

Below is the formal text of the Instructor Agreement.

This agreement is made in reference to a course titled ___("Course") that is being prepared for online distribution initially by Coursera, Inc. ("Company") under an agreement between Company and _University Name_("University").

For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby irrevocably grant University the absolute right and permission to use, store, host, publicly broadcast, publicly display, public perform, distribute, reproduce and digitize any Content that I upload, share or otherwise provide in connection with the Course or my use of the Platform, including the full and absolute right to use my name, voice, image or likeness (whether still, photograph or video) in connection therewith, and to edit, modify, translate or adapt any such Content ("Content Enhancements") for the purposes of formatting or making accommodations to make Content accessible to persons who have disabilities. To the extent I create or develop any software, interfaces or assessment features for use in connection with the Course or the Platform ("New Features"), I hereby irrevocably grant University the right to use my contributions to the New Features for any and all purposes and to grant others, including the Company, the right to use my contributions to such New Features solely in connection with, and for the duration such entity offers the Course as authorized by University. "Content" means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. "Platform" means Company's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I represent that to the best of my knowledge, I have all necessary right and authority to grant the rights herein granted with respect to the Content I upload, share or otherwise provide in connection with my use of the Platform. I further represent that (i) I have used, and will use, reasonable efforts not to incorporate or use any libelous, slanderous, obscene or racist materials or commentary in such Content, (ii) I have used, and will use, reasonable efforts to comply with all guidelines and agreements between me and the university for which I am employed or otherwise engaged regarding copyright clearance and the use of third-party copyrighted material in such Content; and (iii) I have used, and will use, best efforts, to the extent consistent with the pedagogical goals of the course, to consider students with disabilities in the preparation and presentation of Content for such Course(s), such as verbally describing visual elements for the visually impaired.

I hereby release, discharge, promise not to sue, and hold harmless Company and its affiliates, successors and assigns from and against any and all claims, demands, costs and/or causes of action of any nature arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights

relating to any Content I upload, share or otherwise provide in connection with use of the Platform. In this regard, I expressly waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions), which Section reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

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

Section 4: Use of Course Content

The content of this section is taken from the contract that your university signed with Coursera. Please note that this section can be amended following the first offering of your course: you will be able to grant additional permissions for content use, but not revoke previously selected permissions.

Your school's agreement with Coursera gives Coursera permission, in principle, to engage in the following uses of course content. Some of these permissions may generate revenue that will be shared with your institution. Most, if not all, of the options listed below are checked by default; if you would prefer to opt out of any of these permissions, please discuss with your university administrator and uncheck them as appropriate.

Primary uses of course content

1. **Institutional Use** *(licensing course content for use by other institutions)*

   Coursera will provide schools and/or other organizations access to a private version of your course, for the purpose of educating their own students or employees. Credit, if provided, is given by the external institution, subject to its own academic standards. No involvement from you is required. Read more here.

   Under this model, content can be licensed by:

   - ☐ U.S. universities
   - ☐ Non-U.S. universities
   - ☐ Elementary or secondary schools
   - ☐ Commercial companies
   - ☐ Other entities (e.g. non-profit organizations, governments, NGOs, etc.)

2. **Certification**

☐ **Coursera Statement of Accomplishment** (*a basic marker of course completion*)

The vast majority of our courses offer a Statement of Accomplishment to students who successfully complete the course. It includes the instructor's signature, which you can upload onto the platform as an image file. This document is issued by Coursera, at no cost to students.

☐ **Signature Track** (*an identity-verified marker of course completion*)

Signature Track gives students the option to add an extra level of identity verification to their Coursera coursework, for a fee. Upon successful completion of a course, Signature Track students will receive a Verified Certificate issued jointly by Coursera and your school. They will also gain access to a personal URL, hosted on Coursera, through which they can share their course record with employers, educational institutions, and others. Read more here.

☐ **ACE College Credit Recommendation Service** (*submit your course to be reviewed for college transfer credit*)

Your university has chosen to have some of its Coursera courses submitted for review by the American Council of Education (ACE) to be recommended for college transfer credit. Should your course be recommended, students who successfully complete it may request a transcript with ACE credit recommendations. This transcript can then be presented to the college or university of their choice for prerequisite or undergraduate credit consideration, to be granted at the discretion of the institution. Please note that because ACE accreditation requires a sufficiently secure assessment, *Signature Track is required for Coursera courses undergoing such review.* Read more here.

☐ **Professional Development and Continuing Education** *(credentials for those already in the workforce)*

Coursera may seek to have your course approved as a form of professional development or continuing education. Read more here.

3. ☐ **Career Services** *(connecting high-performing students with employers in a field related to the course)*

With a student's explicit opt-in, Coursera may share some of that student's information with selected employers. This information may include performance in a relevant class or geographical location. Employers will be allowed to contact students that seem like a good fit. Students may respond to these recruiting attempts at their discretion.

4. ☐ **Sales of course-related materials** *(links to resources you recommend)*

If you recommend to students a specific course material that is available online (e.g. a textbook, course reader, or similar), we may provide an affiliate link to it on your course site. This link may direct students to an external site where the resource can be accessed or purchased. We will make every effort to offer a free or discounted version of the materials to students. Purchases through affiliate links may generate a small amount of revenue. Read more here.

5. ☐ **Copyright license** *(select a license that determines how others can use your content)*

By default, your course content is protected through an "All rights reserved" license, under which the content owner has full rights to ownership of and access to the material. If you wish to allow others to reuse and/or repost some or all of your lecture videos, you may choose one of the Creative Commons (CC) licenses listed below. We may then tag the relevant lecture videos with the appropriate CC license, and also display the license on the course description page. The license is applicable only to lecture videos and will have no bearing on assessments or other components of your course.

Please choose which type of license, if any, you would like to enable for your lecture videos. Should you prefer not to apply a Creative Commons license, please leave the default option ("All rights reserved (no CC license)") selected.

☐ **All rights reserved (no CC license)**

☐ **Creative Commons license: Attribution-Non Commercial – NoDerivs (CC BY-NC-ND)**

This license allows for non-commercial redistribution of content. Others can download your works and share them with others as long as they credit you, but they can't change them in any way or use them commercially. Read more here.

☐ **Creative Commons license: Attribution-NoDerivs (CC BY-ND)**

This license is more open than CC BY-NC-ND. It allows for redistribution, commercial and non-commercial, as long as the content is passed along unchanged and in whole, with credit to you. Read more here.

Potential future uses of course content

1. ☐ **Downloadable course packs**

Coursera will provide a downloadable version of all course content for users to purchase. This will allow users to save an archive of the course materials, to have even after the course is no longer available on Coursera.org.

2. ☐ **Sponsorship of courses**

An outside organization may want to sponsor your course. A sponsor will require explicit, individual approval by you and your school. Any sponsorship will be limited to appropriate and non-intrusive visual elements on the course webpage.

3. ☐ **Human tutoring or grading**

Coursera will provide access to human tutoring, feedback on assignments, or other forms of human academic support.

Section 5: Course Lifespan

This section refers to the time frame in which your course may be offered on Coursera. Please note that this section can be amended following the first offering of your course: you will be able to increase the Initial Period.

The "Initial Period" refers to the guaranteed time period, beginning with the start date of the first offering of your course, during which Coursera can run a course on the Coursera platform. Once the Initial Period has elapsed, the course can continue to be offered on Coursera. Should your school wish to terminate the offering of the course, a Removal Request will be filed, and within 90 business days (or other Advance Notice Period, as specified below) of receiving the Removal Request, Coursera will remove the course from the platform. Read more here.

Please indicate the **Initial Period** of this course:

☐ Years

The "Advance Notice Period for Removal Request" refers to the amount of advance notice that your school must give Coursera if it wishes to remove a course from the Coursera platform. The default Advance Notice Period is 90 days.

Please indicate the **Advance Notice Period for Removal Request** of this course (if different than 90 days):

☐ Days

From the first offering of your course, through the Initial Period, and up until a Removal Request is filed, the course may continue to be offered on a regular basis, without need for instructor intervention, unless otherwise agreed upon. Note that the course will be offered using the announcements and materials used in the previous iteration, without needing your personal involvement. Should you choose to update the course content for a subsequent offering sometime within the Initial Period, we will find a mutually agreeable schedule to accommodate these changes.

Acknowledgment of Agreement

Clicking "Save and Sign" indicates that I have reviewed and accepted the Course Development Agreement, as outlined in the above sections. Please discuss with your university administrator and Coursera representative (as

appropriate) before signing this agreement; once it is signed by any party (instructor, university administrator, or Coursera), this form will be automatically locked for editing.

Name:

Title:

Date:

EXHIBIT B-1
Form of Agreement for Instructors and Guest Presenters

This agreement is made in reference to a course titled _____ ("***Course***") that is being prepared for online distribution initially by Coursera, Inc. ("***Company***") under an agreement between Company and [_____] ("***University***"). For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby irrevocably grant University the absolute right and permission to use, store, host, publicly broadcast, publicly display, public perform, distribute, reproduce and digitize any Content that I upload, share or otherwise provide in connection with the Course or my use of the Platform, including the full and absolute right to use my name, voice, image or likeness (whether still, photograph or video) in connection therewith, and to edit, modify, translate or adapt any such Content ("***Content Enhancements***") for the purposes of formatting or making accommodations to make Content accessible to persons who have disabilities. I also irrevocably grant University the right to grant any or all of the foregoing rights and permissions to Company for the duration such Content is offered through the Platform. To the extent I create or develop any software, interfaces or assessment features for use in connection with the Course or the Platform ("***New Features***"), I hereby irrevocably grant University the right to use my contributions to the New Features for any and all purposes and to grant others, including the Company, the right to use my contributions to such New Features solely in connection with, and for the duration such entity offers the Course as authorized by University. "***Content***" means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. "***Platform***" means Company's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I represent that to the best of my knowledge, I have all necessary right and authority to grant the rights herein granted with respect to the Content I upload, share or otherwise provide in connection with my use of the Platform. I further represent that (i) I have used, and will use, reasonable efforts not to incorporate or use any libelous, slanderous, obscene or racist materials or commentary in such Content, (ii) I have used, and will use, reasonable efforts to comply with all guidelines and agreements between me and the university for which I am employed or otherwise engaged regarding copyright clearance and the use of third-party copyrighted material in such Content; and (iii) I have used, and will use, best efforts, to the extent consistent with the pedagogical goals of the course, to consider students with disabilities in the preparation and presentation of Content for such Course(s), such as verbally describing visual elements for the visually impaired.

I hereby release, discharge, and promise not to sue Company and its affiliates, successors and assigns from and against any and all claims, demands, costs and/or causes of action of any nature arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to any Content I upload, share or otherwise provide in connection with use of the Platform.

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

(Please Print) Name: _____

Course(s): _____

_____

_____
Signature

Date: _____

Exhibit B-2
Form of Participation Release

This Participation Release (this "***Release***") is made in reference to a course titled _____ ("***Course***") that is being prepared for online distribution initially by Coursera, Inc. ("***Company***") under an agreement between Company and [_____] ("***University***"). For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby irrevocably grant University the full and absolute right to use my name, voice, image or likeness (whether still, photograph or video) in connection with the preparation of the Content for the Course and the provision of the Course on the Platform. I also irrevocably grant University the right to grant any or all of the foregoing rights and permissions (i) to Company for the duration such Content is offered through the Platform, and (ii) to other entities or persons in connection with any other distribution of the Course. "***Content***" means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. "***Platform***" means Company's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I hereby release, discharge, promise not to sue, and hold harmless University and its affiliates, successors and assigns and any entity, including Company, to which University may grant any right or permission authorized hereunder, from and against any and all claims, demands, costs and/or causes of action of any nature arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to the use of my name, voice, image or likeness (whether still, photograph or video) in connection with the provision of the Course on the Platform or its distribution through other means.

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

(Please Print) Name: _____ _____
Signature

Course(s): _____

_____ Date: _____

EXHIBIT C
ADMINISTRATIVE SERVICES

1. **Upload of University-Provided Content.** Platform will allow upload of additional University Content to include videos, readings, and possibly other types of content, as mutually agreed upon. Such University Content will be clearly branded as provided by University.

2. **Assessments gradable at scale**
   a. Platform includes a set of convenient tools for auto-graded and peer-graded assessments in a set of standard formats. University and its Instructors will be able to use these tools to add new assessments for Registered Students.
   b. University administration will be able to define the grading criteria within the system by changing the weights given to different assignments, both in Licensed Courses and in University Content.

Discussion Forum. Platform provides a Discussion Forum in which students can interact with each other and with course staff to ask and answer questions regarding course material. University and its Instructors will have the capability to moderate the Forum, including deleting posts and marking posts as correct.

Deadlines and Scheduling: University Administrator will be able to set the start, end, and intermediate deadlines throughout the course.

Grades and student analytics. Administrator will be able to access student grades and usage analytics through the administrator's portal.

LTI integration. By mutual agreement, and with a possible fee to be mutually agreed upon, Coursera will support LTI consumer integration with third-party tools.

EXHIBIT D

Course Fees and Development Fees

Fees for University Content Limited to Registered Students under the Guided Course model. For University Content made available to Registered Students, the following Course Fees* apply:

Course-Development Fee	Tier 1 (1 -500 Registered Students)	Tier 2 (501-1000 Registered Students)	Tier 3 (1001+ Registered Students)
$3000	$25	$15	$8

Coursera may waive the Development Fee for a Course if the enrollment of End Users for such Course exceeds 1,000 Registered Students.

Fees for Adopted Courses. For **Adopted** Courses taken by Registered Students for University credit, Course Fees will be determined on a case-by-case basis. The following Course Fees* apply:

Course Duration (weeks)	Tier 1 (1 -250 Registered Students)	Tier 2 (251 - 500 Registered Students)	Tier 3 (501 - 1000 Registered Students)	Tier 4 (1001 + Registered Students)
4 – 5	$54	$46	$38	$30
6 – 7	$57	$48	$40	$31
8 – 9	$60	$51	$42	$33
10 – 11	$63	$54	$44	$35
12 – 15	$66	$56	$46	$36

*Pricing – for both Adopted Courses and for the Guided Courses model – is per Registered Student, per Course, per Campus over multiple years. Each separate instance of a Course will count toward total enrollment for the purposes of calculating the Course Fees owed under this Agreement. Fees owed under this Agreement. For example, in a case where a System ran six different sections of the same Calculus course, offered over two years, each of the six sections would count toward total enrollment for the purposes of calculating the volume discount. In both models, each tier of pricing only applies to the students above that tier's threshold. For example, a 251-person Adopted Course would have 250 students at a fee of $54, and 1 at a fee of $46

In some cases, both for Adopted Courses and for the Guided Courses model, Coursera may provide access to additional materials, such as books, software, or access to a digitally-proctored assessment. In these cases, the Course Fees may be incrementally higher as a result of the additional materials. Such additional fees will be mutually agreed upon in advance, as part of the Course Development or Course Adoption agreement Coursera reserves the right to modify pricing at its discretion or at the request of the Content-Producing University. Coursera will

provide reasonable written notice to institution paying fees listed above, and, if requested, will provide an explanation for the change in pricing.

Coursera and System shall mutually agree on a revenue share structure for University Content offered on Platform to third parties. Coursera and System shall also mutually agree on a revenue share structure for Open Access Courses. Open Access Courses will also be subject to the $3,000 Course Development Fee.

EXHIBIT E
ADA Compliance Protocol

Coursera will use commercially reasonable efforts to make the Platform reasonably accessible to End Users with disabilities, including End Users with visual impairments using a screen reader technology.

University will be responsible, at its expense, for providing University Content that is accessible to End Users (including Registered Students or students under the Licensed MOOC model) with disabilities. For University Content provided in any Course for which enrollment is generally open to End Users without need for a registration process, University will provide the following materials proactively, at the time the University Content is uploaded onto the Coursera Website:

- Any slides, with their annotations, used in the production of the videos.
- A text annotation file describing any images used in quizzes or problem sets, to allow End Users with limited vision to access these quizzes without requiring assistance; this file must be provided in a format accessible to screen reader technology (as per guidelines provided by Coursera).

Coursera will provide capability to check that these materials were uploaded onto the Coursera Website prior to opening the University Content to the public.

Coursera will provide an "Audio Text Transcript" for the audio stream, as follows:

- For all University Content offered as an Open Access Course whose initial enrollment is above 10,000 End Users, the audio will be proactively captioned within seven days of the time that the Instructor uploads the video onto the Coursera Website.

- For all University Content offered to the public as an Open Access Course whose initial enrollment is fewer than 10,000, the audio will be captioned upon request by and End User with a disability, in a timely manner, as specified below.

- For any University Content under the Guided MOOC model for which University requests such captions, at an agreed-upon fee.

When University Content is not audio captioned proactively, then upon request (by End User or by University), Coursera will provide captions for the first week of University Content within seven days of request, and then subsequent weeks' materials at seven days intervals thereafter.

To address accessibility needs for which the above-mentioned accommodations are insufficient, Coursera and University will implement the following protocol. Upon an accommodation request, Coursera and University will enter into a good-faith discussion with the End User to find an appropriate form of accommodation that can be provided using reasonable effort and without undue burden. Coursera's contact information for such requests will be provided on the Coursera Website, and inquiries will be responded to in a timely manner, typically within one business day.

If Coursera and University determine that it is necessary, the accommodation can be up to providing a "Video Text Transcript" of the video stream, in which the audio captions are interspersed with a text description of graphical elements on the slides and other visual elements of the lecture. The Video Text Transcript for the first week will be provided within ten days of the time of the request, and then subsequent weeks' material will be provided at seven day intervals thereafter.

Should the need for accommodations cause delays for End Users with disabilities, appropriate extensions on deadlines will be given. Extensions to deadlines will be given to End Users with learning disabilities as needed. As another option, should another offering of the Course be planned for the near future, Coursera will determine whether the End User is willing to postpone enrollment in the Course until that next offering, allowing Coursera and University to prepare the accommodation materials proactively, so that the End User can receive the annotated materials on the same schedule as other End Users.

To prepare a Video Text Transcript, Coursera will provide University with the Audio Text Transcript, as specified above, to the extent such transcripts have been created by Coursera. Descriptions of any graphical elements in the slides or video can then be injected into the Audio Text Transcript by University or its teaching staff to complete the Video Text Transcript. Coursera will also provide a capability for collecting and displaying "crowd-sourced" annotations to Content, allowing End Users participating in the Course to help provide the necessary annotations. Coursera will use means at its disposal (such as badges and other forms of recognition) to encourage End Users to participate in this effort.

Exhibit I

Training

Course Development Training:

1. Within seven days of the effective date of the agreement, each party shall designate a Course Development Training Coordinator.

2. Within seven days thereafter, the respective Coordinators shall agree upon the manner in which course development training shall be accomplished, including determining whether such training shall be face to face or by video or some other method. Within the same time frame, the Coordinators shall set a schedule for the completion of training. The parties will make efforts to complete all training in time to allow Institution Course developers to complete their Courses for the fall 2013 semester.

3. Training will include, but not be limited to, familiarization of Institution personnel with Coursera's quality standards, and the best methods known to Coursera to meet those standards. If the training shall be by video, Coursera will make available its training personnel for live question and answer sessions after each video segment has been completed or on some other agreed upon appropriate basis.

4. Coursera shall provide sufficient advice to the Institution trainees to enable the conversion of the existing courses for use on the Platform.

Support Training:

1. Within seven days of the effective date of the agreement, each party shall designate a Support Training Coordinator.

2. Within seven days thereafter, the respective Coordinators shall confer and schedule either a video conference or a teleconference between Coursera and appropriate System and Institution IT personnel for the purpose of familiarizing System and Institution IT personnel with (a) what support issues the System and Institution support personnel would be responsible for; (b) what support tools would be available; and (c) the nature of the application programming interfaces that will be made available by Coursera.

3. Within seven days after the conference described in 2 above has been completed, the Coordinators will agree upon the manner in which support training shall be accomplished, including determining whether such training shall be face to face or by video or some other method. Within the same time frame, the coordinators shall set a schedule for the completion of training. The parties will make efforts to complete all training in time to allow Institution support personnel to be prepared to support Courses for the fall 2013 semester.

4. Training will include, but not be limited to, familiarization of Institution personnel with Coursera's quality standards, and available APIs and the best methods known to Coursera to meet those standards and deploy and use the APIs. If the training shall be by video,

Coursera will make available its support training personnel for live question and answer sessions after each video segment has been completed or on some other agreed upon appropriate basis.

4. Coursera shall provide sufficient advice to Institution trainees to enable the support of Courses on the Platform.