

FIRST AMENDMENT

This First Amendment (the "Agreement") made effective as of the last signature date below (the "Effective Date"), is entered into between R. V. Institute of Management ("Organization") and Coursera, Inc., ("Coursera"). Each of Coursera and Organization may hereinafter be referred to as a "Party," and collectively as the "Parties."

BACKGROUND

WHEREAS, Coursera and Organization are parties to the Order Form dated 17 May, 2021 (the "Existing Agreement"), pursuant to which Coursera provides access to the Platform to the Organization as set forth therein.

WHEREAS, Coursera and Organization wish to modify the Existing Agreement as set forth herein.

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

1. Amendment.

From the Effective Date of this Agreement, the Parties agree that the existing User Licenses shall entitle the Organization's Users to access the entire Coursera catalog. Accordingly, the product table in the Existing Agreement is deleted in its entirety and replaced with the following:

Product	Quantity	Order Term (months)	Start Date	End Date	Annual Unit Price (USD) ¹	Total Price (USD)
Coursera User License	180	24	March 15, 2023	March 14, 2025	\$150	\$54,000.00
Coursera for Campus Faculty	20	24	March 11, 2023	March 10, 2025	\$0.00	\$0.00
Coursera Private Authoring	1	24	March 11, 2023	March 10, 2025	\$0.00	\$0.00

Coursera for Faculty. As a special benefit, Coursera has agreed not to charge Organization for the Coursera for Campus Faculty Licenses. Coursera for Campus Faculty Licenses shall be allocated to only Faculty of the Organization. The Parties further acknowledge that it is Organization's sole responsibility to allocate paid-for Coursera Limited Enrollment Licenses/Coursera User Licenses and Coursera for Faculty Licenses appropriately to its Users.

"Coursera for Campus Faculty License" shall mean the right for a single Faculty to access the Content Services under Coursera's Coursera for Campus catalogue for an unlimited number of Enrollments.

"Faculty" shall mean a User who is a faculty member employed by the Organization, and

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

who conducts courses at such Organization, and shall not include students of the Organization.

Private Authoring. Coursera shall provide private authoring tools and hosting in accordance with the terms set forth in "Exhibit – Authoring Tools Addendum" attached herein.

2. Miscellaneous.

- a. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Existing Agreement.
 - b. Conflicts. In the event of a conflict or inconsistency between the provisions of this Agreement and any provisions of the Existing Agreement, the provisions of this Agreement shall govern.
 - c. Amendment. Except as set forth in this Agreement, all of the terms and conditions of the Existing Agreement shall continue in full force and effect unless the parties explicitly agree otherwise in writing. All invoices issued prior to the Effective Date against Services rendered remain valid payable under the same terms and conditions.
 - d. Counterparts. The Parties may enter into this Agreement in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.
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EXHIBIT - AUTHORIZING TOOLS ADDENDUM

The following terms and conditions shall apply to Organization and its Users' use of Authoring Tools, as defined below, made available by Coursera and Authored Content, as defined below.

Organization acknowledges and agrees that: (1) the Authoring Tools are in beta version; and (2) Coursera provides the Private Authoring Tools "as is" and subject to the disclaimers and other restrictions described herein. If Authoring Tools are not enabled for the Organization, these terms will not apply.

1. Definitions.

- 1.1. *Author* means the individual or individuals to whom the Organization provides access to the Authoring Tools.
- 1.2. *Authored Content* means private assessments, lessons, courses, Coursera Labs including Guided Projects (previously called Rhyme projects), or other content types (as applicable) created using the Authoring Tools.
- 1.3. *Authoring Tools* means the features and functionality made available by Coursera to produce content. For the sake of clarity, Coursera may develop and make available to Organization, upon Organization's request, certain additional features and functionality that may be utilized in connection with the Authoring Tools, for example, integration with Turnitin (such features and functionality to be considered "Premium Tools"). If any such Premium Tools are made available to Organization as set forth above, Coursera reserves the right to charge for the use of such Premium Tools, and such Premium Tools shall be governed by a separate Coursera Order Form and accompanying terms and conditions.
- 1.4. *Guided Projects (previously called Rhyme Projects)* means a type of learning project hosted on the Coursera Platform incorporating hands-on follow-along learner functionality paired with simultaneous video instruction.

2. Conditions on Organization and its Users' Use of Authoring Tools:

- 2.1. **Authoring Tools.** As of the Effective Date, Authoring Tools shall be considered part of the Services referenced in Organization's Coursera Order Form(s), provided however, Coursera reserves the right in its absolute discretion to suspend or deprecate any portion or all of the Authoring Tools for any or no reason, including but not limited to discovered defects, lack of ability to provide service support, etc..
- 2.2. **Authors.** Organization shall ensure that Organization designate only authorized "administrators" as Authors. Coursera reserves the right to limit the number of Authors designated by Organization.
- 2.3. **Private Usage on the Coursera Platform.** Authoring Tools shall be used solely to create Authored Content for use by Organization's Users on the Coursera Platform via private sessions, within a curated Coursera for Business offering under the Agreement, or other private modes made available by Coursera. Authoring Tools shall be used solely on the Coursera Platform and solely to create Authored Content. Authored Content may not be delivered and used by or for Organization except on the Coursera Platform as permitted by these terms and conditions.
- 2.4. **Usage of Courses and Specializations.** Organization is prohibited from:
 - 2.4.1. Copying, modifying, or creating derivative works of such Courses and Specializations;
 - 2.4.2. Engaging in any misleading communications or usage of such Courses or Specialization that might state or imply that the creators of such Courses or Specializations ("**Course Creators**") endorse, support, or have partnered with Organization, or are awarding credit

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

Coursera, Inc.

R. V. Institute of Management

By:

By: *Dr. Purushottam Bung*

Name:

Name:

Title:

Title: *Director*

Date:

Date: *13th March, 2023*



from the Course Creator for a User's Completion of the relevant Course or Specialization;
or

- 2.5. **Users.** Organization is permitted to make Authored Content available only to individuals with whom it has an existing relationship (e.g., its Users). Organization is prohibited from making Authored Content available to the general public.
 - 2.5.1. *Enrollment Restrictions.* As of the Effective Date, Coursera permits all internal Users of the Organization to access the Organization's Authored Content and limits external Users to a maximum of 10X the number of paid User Licenses purchased by Organization.
 - 2.5.2. *Users Support.* Notwithstanding anything in the Coursera Order Form to the contrary, Organization is solely responsible for addressing and resolving User questions or complaints relating to Authored Content. Coursera may provide, at its sole discretion, technical support to Authors and Users that submit support requests through Coursera-designated channels.
- 2.6. **Access Removal.** Coursera may without notice remove or suspend access to the Authoring Tools or Authored Content by Authors and/or Users based on Coursera's reasonable determination that continued access to such Authoring Tools or Authored Content poses a security, legal or reputational risk to Coursera or the Coursera platform or use of such Authoring Tools or Authored Content is inconsistent with the terms and conditions herein or other policies or terms of Coursera (including Coursera's Terms of Use and Privacy Notice).
- 2.7. **User Fees.** Organization is prohibited from charging Authors or Users fees for use of Authoring Tools and/or enrollment or completion of Authored Content.
- 2.8. **Accreditation and Regulatory Approval.** Organization is responsible for ensuring that its use of Authored Content complies with any applicable regulations and accreditation standards related to Organization's offering educational content to its Users.
3. **Authored Content Errors.** Organization is solely responsible for the accuracy and quality of its Authored Content. Organization agrees that it will correct any errors in Authored Content within fifteen (15) days of being made aware of the error(s).
4. **Authored Content Appropriateness and Removal.**
 - 4.1. Coursera reserves the right to remove Authored Content from its Platform that:
 - 4.1.1. is of low technical quality or otherwise fails to meet the high educational standards consistent with the content available on the Coursera Platform;
 - 4.1.2. constitutes inappropriate advertising content (as opposed to content with a direct pedagogical / training / educational purpose); or
 - 4.1.3. Coursera reasonably determines may violate applicable law or may infringe a third party's intellectual property.
5. **Author Consent and Required Releases.**
 - 5.1. Before uploading Authored Content to the Platform, or allowing its Authors to do so, Organization will ensure that it has obtained any necessary licenses and rights to the Authored Content in order to permit Organization to grant to Coursera the License to Authored Content described in the License Grants section below and to provide Authored Content consistent with Organization's commitments herein, as well as the following commitments, permissions and releases of liability from the Author:
 - 5.1.1. the absolute right and permission to use, publicly broadcast, distribute, reproduce and digitize any Authored Content as contemplate herein;
 - 5.1.2. the right to use Author's name, voice, image or likeness (whether still, photograph or video) and any Authored Content they provide in connection with provision of the Authored Content on the Coursera Platform;

5.1.3. Author's release, discharge, promise not to sue, and hold harmless Coursera and its affiliates, successors and assigns from and against any and all claims, demands and/or causes of action arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to any Authored Content provided by such Author; and

5.1.4. the right to grant any or all of the foregoing rights and permissions to Coursera for the duration such Authored Content is offered through Coursera's platform.

5.2. As between Organization and Coursera, Organization will be solely responsible for reviewing and obtaining any necessary licenses, commitments, permissions and releases of liability described in this Section. Organization hereby accepts full liability for any failure to obtain such licenses, commitments, permissions and releases of liability required to make Authored Content available on Coursera's platform.

6. Content Rights.

6.1. **Authored Content.** As between the Parties, Organization retains all rights in the Authored Content (except for the license rights granted in these terms and conditions).

6.2. **User Content.** The Parties acknowledge that each User retains all rights in content created by the User as part of a Course or Authored Content, such as submitted homework, forum posts, and the like ("**User Content**") in accordance with Coursera's Terms of Use applicable to Users (which may be amended from time to time). Accordingly, User Content may only be used with the appropriate User consent, which may be stipulated in advance by Organization at the time the User begins a Course or Authored Content.

6.3. **No Other Restrictions.** Nothing in these terms and conditions restricts Coursera from using content that is not Organization Authored Content. These terms and conditions do not limit the rights and permissible uses that either party would have independent of this terms and conditions, including rights under the U.S. Copyright Act or other applicable intellectual property laws.

7. License Grants.

7.1. **Content Licenses.**

7.1.1. **License to Authored Content.** Organization grants to Coursera a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Authored Content on Coursera Properties to deliver Authored Content to Organization's Users.

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

7.2. **Platform License.** Subject to these terms and conditions, Organization and its Authors will have the right to access and use the Platform for purposes of utilizing the Authoring Tools, uploading and managing Organization Authored Content.

7.3. **Marks Usage License for Authored Content.** Each Party grants the other a non-exclusive, non-assignable, limited, worldwide license (without right to sublicense) to use its name, brand name, service marks and logos (the "**Marks**") solely in connection with the offering of Authored Content, and if applicable, on the certificates issued to Users who successfully complete a Course (or bundled Course offering).

7.4. **Grant of Completion Certificates.** The Parties agree that in connection with the licenses

granted in this Section 7, Coursera may, in cooperation with Organization, issue certificates to Users who have completed a Guided Project. The certificates may include Coursera and/or Organization's logo(s) and wording substantially similar to the following, or other language as may be approved in advance by the Parties:

[Name of User] has successfully completed the course, [Course Name], an online, [Guided Project] authorized by XXX (Organization Name) and offered through Coursera.

7.5. No Implied Licenses. Except as otherwise expressly granted in these terms and conditions, no license or other rights under a Party's intellectual property rights is granted to the other Party, by implication, estoppel or otherwise.

8. Accessibility for Users with Disabilities.

8.1. Coursera Responsibilities. Coursera will use commercially reasonable efforts to ensure that the Coursera Platform will comply with the Web Content Accessibility Guidelines 2.1 "AA" standards or the latest reasonable commercial standard. Content Provider will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this section.

8.2. Organization Responsibilities. Accessibility of the Authored Content is the sole responsibility of Organization. Organization acknowledges and agrees that all Authored Content, including plug ins, videos, or any services or materials provided or authorized by Content Provider as part of the Authored Content will comply with the Web Content Accessibility Guidelines 2.1 "AA" standards, or the latest reasonable commercial standard. Organization is responsible for complying with applicable laws and regulations with respect to Authored Content -based accommodations for Users with disabilities.

9. Representations.

9.1. Organization further represents and warrants to Coursera that use of the Authored Content on the Platform will not infringe the intellectual property rights of a third party.

9.2. Coursera further represents and warrants to Organization that, to its knowledge, use of the Platform by Organization or Authors will not infringe the intellectual property rights of a third party.

10. Indemnification. Organization will indemnify, defend, and hold harmless Coursera from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) that any Organization brand features or other content used in accordance with these terms and conditions infringe or misappropriate any intellectual property rights of a third party; (ii) relating to Organization or its Authors or Users use of Authoring Tools or any Authored Content or its use by Users; or (iii) Organization's breach of the terms herein, including Organization's failure to ensure Authored Content is consistent with the standards described in the Accessibility for Users with Disabilities section herein.

11. Termination.

11.1. Termination due to Coursera for Business Order Form Termination. If Organization's Order Form(s) providing access to the Coursera for Business catalog terminate or expire, these terms and conditions, and Organization's access to the Authoring Tools and permission to deliver Authored Content to its Users shall terminate simultaneously and automatically.

11.2. Termination without Cause. Either Party may terminate these terms and conditions upon providing at least 30 days' prior written notice of such termination to the other Party (without effect to any other part of the Agreement).

11.3. Consequences of Termination.

- 11.3.1. Termination of these terms and conditions for any reason does not relieve either Party of its obligation to pay any amounts owed to the other Party that became due prior to such termination.
- 11.3.2. Upon any termination of these terms and conditions, each Party will promptly return all Confidential Information (other than these terms and conditions) of the other Party in its possession or control.
- 11.3.3. Upon termination, Organization may download its Authored Content from the Platform to the extent technically feasible. For Authored Content such as Guided Projects, Organization will be able to download videos and transcripts of the Guided Projects, but shall not be able to or permitted to access and download keystore data.

12. Publicity activity.

- 12.1.1. In exchange for early access to the beta version of the Authoring Tools, Organization shall cooperate in good faith with Coursera to engage in appropriate publicity activity relating to the Authoring Tools, such as (without limitation) participation in a case study, providing a quote or use on Coursera's website or press release, and agreeing to act as a customer reference.