Coursera, Inc.

EC America Rider to Coursera, Inc. Terms and Conditions
(for U.S. Government End Users)

1. **Scope**. This Rider and the attached Coursera, Inc. ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS contract number GS-35F-0511T (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.

2. **Applicability**. Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4(u) Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:

a) **Contracting Parties.** The GSA Customer ("Licensee" or "Organization") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.

b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-82, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) shall take precedence.

c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

d) **Termination**. Termination shall be governed by the FAR. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.

e) **Choice of Law.** Subject to the Contracts Disputes Act (41 U.S.C. §§ 7101-7109), the Tucker Act (28 U.S.C. § 1491), the Administrative Procedures Act (5 U.S.C. §§ 701-706), and the Federal Tort Claims Act (28 U.S.C. § 1346(b)), and other applicable Federal law, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States, except as otherwise set forth in the Manufacturer's Specific Terms. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.

f) **Equitable remedies**. While equitable remedies are generally not awarded against the Government absent a statute providing therefore, it is not the intention of either party to waive any rights it may have to seek an equitable remedy in any court of competent jurisdiction. All clauses in the Manufacturer Specific Terms referencing equitable remedies which are expressly prohibited by applicable Federal Law are superseded and not applicable to any GSA Customer order.

g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.

h) **Excusable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall promptly notify the Contracting Officer in writing after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with commercially reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.

j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.

k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.

l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor when the Contractor is indemnifying the Government are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute. Notwithstanding the foregoing, Contractor shall not be bound by any settlement or waiver of rights that is entered into by the Government without the Manufacturer's prior written consent.

m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.

n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412). Notwithstanding the foregoing, the GSA Customer shall make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 C.F.R. Part 1315.

o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.

q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, the Contract Disputes Act, and other applicable Federal Law.

r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.

s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.

t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider nor the Manufacturer's Specific Terms nor the Contractor's Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract**.**

u) **Alternate Dispute Resolution**. The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

3. **Order of Precedence/Conflict**. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the Order of Precedence clause in FAR 52.212-4(s) shall govern. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

COURSERA

TERMS AND CONDITIONS

1. Obligations.

a. As of the Launch Date (as defined herein), Coursera grants to Organization and its users ("*Users*") a non-exclusive, non-transferable, revocable right to access and use the User Services and Content Services (collectively, "*Services*"[1]) subject to the terms and conditions set forth in this Order Form. "*Launch Date"* shall mean the date that Coursera gives "super administrator" access to Organization, which shall give Organization the ability to invite Users to access the Content Services. The Launch Date shall be evidenced by an email notification to Organization. "*User Services*" means (i) customized landing page featuring the Organization logo and selected courses, (ii) User engagement reports, (iii) payment solution(s) that allow Users to seamlessly access premium course experiences and skip checkout, and (iv) enterprise-level User support. "*Content Services*" means access to Coursera's Course and/or Specialization certificate service, including access to Course assessments and grades, for certain massive online open content offerings to be mutually agreed upon in writing by Coursera and Organization. "*Courses*" or "*Specializations*" means courses and specializations from the world's top universities and instructors, for consumption via the proprietary platform developed by Coursera ("*Platform*"). "*User License*" means the right for a single User to access the Content Services for an unlimited number of Enrollments. "*Enrollment*" means registration to participate in a single Course, and such Enrollment shall be deemed used once a User registers for a Course and does not either (i) manually opt out or (ii) automatically unenrolled due to low activity, in both cases during the trial period. User Licenses are transferable among Users, provided however, Users will lose paid access to all then enrolled Courses if they are not holding a User License (or other paid Enrollment) through completion of such Courses. If a Course or Specialization becomes unavailable prior to the end of the Term, Coursera may replace such Course or Specialization with a reasonable alternative Course or Specialization. The Courses and Specializations offered in the Coursera for Business catalogue are determined by such factors as availability, pricing, and other restrictions.

b. If Organization has opted to (1) create a learning plan for its users, (2) implement Single Sign-On ("SSO") or (3) request that Coursera integrate with its learning management system ("LMS"), Organization shall reasonably and timely provide Coursera with all requested materials, APIs, systems information, Course and/or Specialization choices, and any other cooperation necessary to allow the Platform to be implemented (including testing and debugging) on or before the Launch Date.

c. Organization will collaborate with Coursera to jointly market and promote the relationship contemplated by this Order Form as well as the value of Coursera services to Organization. Coursera may, in accordance with Organization's branding guidelines, use Organization's name and logo(s) to list Organization as a customer and create mutually acceptable case studies highlighting the

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

relationship of the Parties. Coursera may identify Organization and provide the number of participating Organization Users to the creators and instructors of Courses and/or Specializations accessed by Organization's Users. Neither Party will, without the prior written approval of the other Party, issue any public statements or promotional materials disclosing the existence of this Order Form or the performance of Services hereunder. In addition, the Parties may, subject to mutual agreement as to the specific content, issue joint publicity materials, including, but not limited to, press releases. Other than as set forth herein, neither Party will, without the prior written approval of the other Party, issue any public statements or promotional materials disclosing the existence of this Order Form or the performance of Services hereunder. Coursera recognizes that when the end user is the Federal Government neither the Order Form nor this Agreement is confidential; provided, however, the Organization shall, in accordance with their regulations and standard operating procedures, give Coursera prior written notice and an opportunity to redact confidential or proprietary information prior to any public release or disclosure of this Agreement or an Order Form.

d. In order to allow the Parties to evaluate the effectiveness of Course content for Organization training purposes and for purposes of allowing Coursera to continually improve upon its Platform and related offerings, Coursera will provide aggregate level data about the participation of Users in Courses selected and paid for by Organization, subject to and in accordance with Coursera's privacy policies attached hereto as Attachment A and incorporated by this reference . The Parties will cooperate to ensure each User's compliance with Coursera's user policies. Each party will respect the confidentiality and privacy of such User data and operate in accordance with applicable law with respect to its use and handling of same. Organization agrees to implement and maintain technical and organizational measures and procedures to ensure an appropriate level of security for participants' personal information, including protecting such personal information against the risks of accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, dissemination or access.

e. The rights set out in Section 1(a) do not include the right to, and Organization will not (either directly or indirectly): (i) copy, sublicense, rent, lease, barter, swap, resell, or commercialize the Platform, Courses, or Specializations, in whole or in part; (ii) transfer, transmit, enable, or allow access to or use of the Platform, Courses, or Specializations, whether in whole or in part, by any means, to a third party; (iii) create external derivative works of the Platform, Courses, or Specializations; (iv) use the Platform, Courses, or Specializations in any manner that is fraudulent, deceptive, threatening, harassing, defamatory, unlawful, illegal, obscene, or otherwise objectionable in Coursera's reasonable discretion; (v) "crawl," "scrape," "spider," or otherwise copy or store any portion of the Platform, Courses, or Specializations for any purpose not contemplated under this Order Form (e.g., in order to mimic the functionality and/or output of the Platform, Courses, or Specializations, in whole or in part); (vi) disassemble, reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying logic of any portion of the

Platform, Courses, or Specializations; (vii) use the Platform, Courses, or Specializations as part of any machine learning or similar algorithmic activity; or (viii) publish or distribute the Platform, Courses, or Specializations, or materials derived from the Platform, Courses, or Specializations, to third parties.

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

3. Fees and Billing. The GSA Schedule Contract Holder will invoice Organization for the Fees set forth herein upon execution of an Order Form. Organization will pay the invoice on the payment terms set forth in this Order Form in accordance with the GSA Schedule Pricelist.

4. Taxes. The GSA Schedule Contract Holder shall state separately on invoices taxes excluded from the fees, and the Organization agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. Term. The term of this Order Form shall commence on the Effective Date and shall continue in full force and effect for the agreed upon period from the Launch Date, unless terminated in accordance with Section 6 (Termination) (the "***Term***"). Upon expiration of the Term, access to the Platform will no longer be made available by Coursera under this Order Form (including paid access to uncompleted Courses).

6. Termination.

a. Termination for Breach. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under FAR 52.233-1, Disputes. During the pendency of any dispute under FAR 52.233-1, Disputes, Coursera shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement.

b. Effects of Expiration or Termination. Upon expiration or termination of this Order Form for any reason: (i) all rights granted and obligations incurred by one Party to the other that are intended to cease upon expiration or termination will cease immediately; (ii) upon request each Party will promptly return or destroy all Confidential Information of the other Party; and (iii) all Services shall immediately cease.

7. Confidential Information.

a. Obligations. Each Party will: (i) protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (ii) not disclose the Confidential Information, except to affiliates, employees, and agents who need to know it and who have agreed in writing to keep it confidential and who are trained and reliable. Each Party (and any affiliates, employees, and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Order Form, while using reasonable care to protect it. Each Party is responsible for any actions of its affiliates, employees, and agents in violation of this section. "***Confidential Information***" means information disclosed by a Party to the other Party under this Order Form that is marked as confidential or would normally be considered confidential under the circumstances.

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

c. Required Disclosure. Each Party may disclose the other Party's Confidential Information when required by law and must notify the other party of such disclosure. Coursera recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, ("FOIA") which may require that certain information be released, despite being characterized as "confidential" by the vendor. Organization shall give Coursera prior written notice and an opportunity to redact pricing and other sensitive information in connection with any FOIA request.

8. Representations and Disclaimers.

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

b. Limited Warranty and Disclaimers. COURSERA WARRANTS THAT THE PRODUCTS AND SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH PRODUCTS AND SERVICES WRITTEN MATERIALS ACCOMPANYING IT. ORGANIZATION'S SOLE REMEDY, AND COURSERA'S SOLE OBLIGATION UNDER THE FOREGOING WARRANTY SHALL BE THE ENTERPRISE-LEVEL USER SUPPORT AND COURSERA'S USE OF COMMERCIALLY REASONABLE EFFORTS TO HAVE THE PRODUCTS AND SERVICES PERFORM IN SUBSTANTIAL COMPLIANCE WITH THE WRITTEN MATERIALS ACCOMPANYING IT. ORGANIZATION'S RIGHTS AND COURSERA'S OBLIGATIONS ARE CONDITIONED ON COURSERA RECEIVING WRITTEN NOTICE FROM THE ORGANIZATION DURING THE WARRANTY PERIOD THAT PROVIDES A COMPLETE DESCRIPTION OF THE ALLEGED DEFECT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT. COURSERA PROVIDES ITS PRODUCTS AND SERVICES "AS IS" AND DOES NOT WARRANT THAT THE OPERATION OF ITS PRODUCTS AND SERVICES WILL BE ERROR-FREE OR

UNINTERRUPTED. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

9. Government Contracts. If this Order Form is entered into by a U.S. Government agency, the Order Form shall be modified as follows:

a. Add the following paragraph (c) to Paragraph 6, "Termination": "Termination for the Government's convenience. Organization reserves the right to terminate this Order Form, or any part hereof, for its sole convenience. In the event of such termination, Coursera shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Order Form, Coursera shall be entitled to receive and retain payment in the amount of the Order Form pro-rated price for products and services provided prior to the termination date, plus reasonable charges Coursera can demonstrate to the satisfaction of Organization using its standard record keeping system, have resulted from the termination. For clarity, subscription purchases are deemed consumed in their entirety upon purchase. Organization will only pay such reasonable fees as are legal. Coursera shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. Subject to GSA Schedule Contract Clause 552.215-70, Examination of Records by GSA (Multiple Award Schedule). This paragraph does not give the GSA Schedule Contract Holder any right to audit Coursera's records. Coursera shall not be paid for any work performed or costs incurred which reasonably could have been avoided."

b. Add the following to Paragraph 7(c), "Confidential Information – Required Disclosures": "Any provisions that require Organization to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. § 552."

c. Remove Paragraph 10(a), "Indemnification - By Organization."

d. Replace Paragraph 12(b), "Miscellaneous - Assignment" with the following: "All clauses regarding assignment are subject to FAR clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements."

e. Replace Paragraph 12(i), "Miscellaneous - Governing Law" with the following: "This Order Form shall be governed by and interpreted according to applicable federal law. Any disputes involving the Order Form shall be handled in accordance with FAR clause 52.212-4(d), "Disputes."

f. If this Order Form is entered into by a U.S. Government agency or in support of a U.S. Government contract, Coursera expressly rejects any Federal Acquisition Regulation (FAR) clause or FAR agency supplemental clause that is not a required flowdown for a firm-fixed-price, commercial item subcontract. Only the FAR clauses below are incorporated herein and are made part of this Order Form, provided the conditions described below apply to the Order Form, and all other FAR and FAR agency supplemental clauses are hereby rejected, unless Coursera expressly agrees to such clauses in writing.

52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015) (if the Order Form exceeds $5.5M and has a performance period of more than 120 days)
52.219-8	Utilization of Small Business Concerns (Oct 2014)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016)
52.222-35	Equal Opportunity for Veterans (Oct 2015) (if the Order Form equals or exceeds $150,000)
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014) (if the Order Form exceeds $15,000)
52.222-37	Employments Reports on Veterans (Feb 2016) (if the Order Form equals or exceeds $150,000)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

10. Indemnification.

a. Reserved.

b. By Coursera. Coursera will indemnify, have the right to intervene to defend, and hold harmless Organization from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Coursera's technology used to provide the Platform or any Coursera brand features used in accordance with this Order Form infringe or misappropriate any intellectual property rights of such third party. Notwithstanding the foregoing, in no event shall Coursera have any obligations or liability under this section arising from: (i) use of the Platform or Coursera brand features in a modified form or in combination with materials not furnished by Coursera; or (ii) any content, information, or data provided by Organization, Users, or other third parties.

c. General. The Party seeking indemnification will promptly notify the other Party of the claim and cooperate with the other Party in defending the claim. The indemnifying Party has control and authority over the defense, except that: (i) any settlement requiring the Party seeking indemnification to admit liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed; and (ii) the other Party may join in the defense with its own counsel at its own expense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., at its own sole expense and pursuant to its jurisdictional statute 28 U.S.C. §516. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. Limitation of Liability.

a. Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS ORDER FORM FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

b. Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS ORDER FORM FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY ORGANIZATION TO COURSERA FOR THE PURCHASE ORDER(S) GIVING RISE TO THE CLAIM.

c. Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a Party's intellectual property rights by the other Party, or indemnification obligations. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

12. Miscellaneous.

a. Notices. All notices must be in writing and addressed to the attention of the other Party's legal department and primary point of contact. Notice will be deemed given: (i) when verified by written receipt if sent by personal or overnight courier, when received if sent by mail without verification of receipt, or within five business days of posting if sent by registered or certified post; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or by email to the fax number or email address, as applicable, explicitly provided by one Party to the other Party for this purpose, provided that if a notice is sent by email to Coursera, a copy must also be sent to legal-notices@coursera.org.

b. Assignment. Neither Party may assign or transfer any part of this Order Form without the written consent of the other Party.

c. Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

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

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

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

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

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

i. Governing Law. This Order Form is governed by the applicable Federal law of the United States.

j. Amendments. Any amendment must be in writing and expressly state that it is amending this Order Form. The enforceability, terms and conditions of this Agreement shall not be affected, amended or superseded by the issuance or acceptance of a purchase order delivered for the Services that are the subject of this Agreement.

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

l. Entire Order Form. This Order Form, and all documents referenced herein and attached hereto, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

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

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US - Unlimited / Mar 2019

Data Protection Addendum

"Data Protection Laws" means any laws and regulations in any relevant jurisdiction, relating to privacy or the use or processing of data relating to natural persons, including without limitation: (a) EU Regulation 2016/679 (**"GDPR"**) and any laws or regulations ratifying, implementing, adopting, supplementing, or replacing GDPR; and (b) the California Consumer Privacy Act of 2018 (**"CCPA"**) and any laws or regulations ratifying, implementing, adopting, supplementing, or replacing the CCPA; in each case, to the extent in force, and as such are updated, amended, or replaced from time to time.

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws. **"Privacy Shield"** means the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as administered by the U.S. Department of Commerce.

Data protection

1.1 The terms "Data Subject", "Data Controller", "Personal Data" and "processing" shall have the meanings set out in in GDPR, except to the extent that any personal data or information applies to a California resident, in which case the equivalent and/or additional meanings (including for "Business", "Service Provider", and "Resident") set out in the CCPA, shall apply.

1.2 Coursera shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement. Ordering Activity shall comply with United States Federal Data Protection Laws, but is not bound by the obligations of the GDPR, or the CCPA.

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

1.4 For avoidance of doubt, Coursera is the processor of the Personal Data your organization provides in order to invite users to the Coursera platform (such as name and email address) (**"Invitation Data"**). Coursera is the controller of user data, information that is confirmed, inputted, or generated by users on the Coursera platform.

(a) Coursera, in its capacity as a processor of Invitation Data, uses the following subprocessors to carry out its processing activities:

Subprocessor Name	Purpose	Location
Amazon Web Services, Inc.	Cloud service provider	Virginia, USA and Oregon, USA
Message Systems, Inc. (DBA Sparkpost)	Cloud-based email service	USA

(b) Your organization grants Coursera permission to use the above named subprocessors (that may change from time to time) in order to send invitation messages to the employees you designate to Coursera.

1.5 To the extent that Coursera (the "Receiving Party") receives Invitation Data from the other party (the "Providing Party"), the Receiving Party, acting as a new Data Processor/Service Provider of such Invitation Data, shall:

(a) comply with the provisions and obligations imposed on it as a Data Processor/Service Provider by Data Protection Laws at all times;

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

(c) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Invitation Data, including protecting such Invitation Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;

(d) not transfer such Invitation Data outside the European Economic Area unless in accordance with applicable Data Protection Laws and, as applicable, in accordance with;

(i) the Privacy Shield framework; or

(ii) Standard Contractual Clauses;

(e) inform the Providing Party within 48 hours of becoming aware that any such Invitation Data is (while within the Receiving Party or its subprocessor' or affiliates' possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;

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

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

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

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

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

1.8 To the extent that a party is a Service Provider, as that term is defined in the CCPA, that party certifies that it shall not (a) sell the Invitation Data, (b) retain, use, or disclose the Invitation Data for any purpose other than for the specific purpose of performing its obligations under the Agreement, or (c) retain, use, or disclose the Invitation Data outside of the direct business relationship between the parties.

1.9 Please note that we review our privacy practices from time to time, and that these practices are subject to change. Any change, update, or modification will be effective immediately upon posting.

STANDARD CONTRACTUAL CLAUSES
(Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Organization specified in the relevant order form Address: As specified in the order form Tel.: As specified in the order form; fax: As specified in the order form; e-mail: As specified in the order form

(the data exporter)

And

Name of the data importing organisation: Coursera, Inc.

Address: 381 E. Evelyn Ave., Mountain View, CA 94041

Tel.:(650) 963-9884; fax: (650) 265-2681; e-mail: privacy@coursera.org

(the data importer)

  each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary

description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the location of the data exporter.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

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Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the location of the data exporter.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter The data exporter is: The Organization that will be using the data importer's learning platform.

Data importer The data importer is: An online learning and training platform.

Data subjects The personal data transferred concern the following categories of data subjects: Employees or affiliates of the data exporter

Categories of data The personal data transferred concern the following categories of data: Primarily name and email address, potentially other fields such as employee ID to properly send invitations.

Special categories of data (if appropriate) The personal data transferred concern the following special categories of data: None

Processing operations The personal data transferred will be subject to the following basic processing activities: Inviting data subjects to the data importer's platform.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

INFORMATION, PHYSICAL, AND ORGANISATIONAL SECURITY STANDARDS

Data Importer maintains a risk-based approach to security assessments and will provide adequate and appropriate administrative, physical, technical, and organizational safeguards to uphold the protection, confidentiality, integrity, availability, and security of information covered by these Standard Contractual Clauses. Data Importer will not materially decrease the security standards contemplated at the time of contracting.

Security measures will be designed to:

- deny unauthorized persons access to equipment used for processing personal data;

- prevent unauthorized reading, copying, modification, or removal of media containing personal data;

- prevent unauthorized input of personal data and unauthorized inspection, modification, or deletion of personal data;

- prevent use of automated data-processing systems by unauthorized persons;

- provide that persons authorized to use an automated data-processing system only have access to the personal data covered by their access authorization;

- enable Data Importer to verify and establish what personal data has been or may be transmitted or made available; and

- include commercially reasonable disaster recovery procedures to provide for the continuation of services under the Agreement and backup of personal data.

Where appropriate, data will be encrypted in transmission and at rest, using industry-standard cryptographic techniques and secure management of keys.

Data Importer will take reasonable steps to ensure the reliability of its employees and other personnel having access to personal data covered by these Standard Contractual Clauses, and will limit access to such data to those personnel who have a business need to have access to such data, and have received reasonable training regarding the handling of personal data and pursuant to relevant Data Protection Laws.