

## **MASTER SERVICES AGREEMENT**

### **(U.S. Government)**

This Master Services Agreement (this “**Agreement**”) governs the access and use of one or more Services (as defined in Section 1 below) purchased from Udemy, Inc., a Delaware corporation and/or its Affiliate(s) (collectively, “**Udemy**”) by the customer identified below (“**Customer**”), through a Udemy authorized reseller (“**Reseller**”), and is effective as of the date of the later signature below (the “**Effective Date**”).

1. **Definitions.** As used in this Agreement, the following terms have the meaning set forth below.

- a. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.
- b. “**Customer**” means the party entering into this Agreement and/or an Order Form with Udemy or its Reseller.
- c. “**Fees**” means the amounts payable to Udemy for access to the Services.
- d. “**Order Form**” means the ordering document mutually executed by Udemy and Reseller for provision of Services by Udemy to Customer and specifying: (i) the Service(s) purchased, (ii) the number of licenses purchased, (iii) Fees payable by Customer to Udemy for provision of the Services, (iv) the subscription period of the Services to be provided by Udemy to Customer, (v) billing and payment information, and (vi) any other applicable quantity specifications regarding Customer’s purchase of the Services.
- e. “**Personal Data**” means any data that Customer submits into the Services relating to an identified or identifiable natural person protected under data protection laws.
- f. “**Services**” means a platform that allows Customer to access online courses (“**Courses**”) and any related services offered by Udemy that may be purchased by Customer and is set forth in the Order Form signed between parties.
- g. “**Subscription Period**” means the term agreed between the Parties as detailed in the Order Form.
- h. “**Udemy**” means Udemy, Inc. or one of its Affiliates.
- i. “**Users**” means the employees and contractors that Customer authorizes to access and use the Services.

2. **Provision of the Services.** Udemy agrees to make the Services available to Customer and its Users pursuant to the terms of this Agreement, and as specified in an Order Form executed by Udemy. Where an Affiliate of Customer wishes to access or use the Services, such Affiliate must request Affiliate status and enter into its own separate Order Form governed by this Agreement,

and then for purposes of that Order Form, the Affiliate shall be deemed the “Customer,” responsible for its performance and all obligations thereunder; provided, however, Customer shall be and remain responsible for the acts and omissions of any of its Affiliates. For certain Services, additional Service-specific terms attached hereto as an exhibit may apply. Reseller shall enter into an Order Form with Udemy to procure Services for Customer, which shall constitute a subcontract that is separate and apart from the order form or contract executed by Reseller and Customer. Udemy requests that Customers execute this Master Services Agreement to delineate the rights and responsibilities of Udemy and Customer pertaining to the provision of Services by Udemy to Customer on behalf of Reseller.

### 3. **Terms of Use**

- a. Customer shall not, nor shall it permit its Users to: (i) use the Services in any manner that is unlawful or that infringes the rights of others; (ii) copy, distribute, resell, create derivative works from, hack, modify, or interfere with, including through the introduction of any computer code, file, or program that may cause damage to, the proper working of the Services, any of the Courses, or any third-party system made available through the Services; (iii) input any infringing, racist, hateful, sexist, pornographic, harassing, defamatory, libelous, or other similar inappropriate content into the Services or instruct Udemy to include any such content in the Services; (iv) scrape, spider, or utilize other automated means of any kind to access the Services, including, but not limited to, accessing API endpoints for which Customer or its Users have not been provided authorization by Udemy; (v) use the Services to build a competitive product to the Services; (vi) share login access to the Services among multiple individuals, transfer a User license (except in connection with a termination of employment), or otherwise permit any person other than the Users to use the Services; (vii) use Udemy’s APIs in violation of the API License Agreement, attached hereto as Exhibit \_\_\_\_\_ and which can be found at <https://www.udemy.com/terms/api/>, nor instruct a third party to access Udemy’s APIs; (viii) use the Services for any purpose other than as a platform for supplementing learning and training of Users; or (ix) permit any individual who is legally incapable of giving consent for the use of online services or the collection and processing of their personal data to use the Services (e.g., individuals under 13 years old in the U.S.).
- b. Customer represents and warrants that neither it nor its Users are (i) located in, or a resident of, any country that is subject to applicable U.S. trade sanctions or embargoes, or (ii) a person or entity who is named on any U.S. government specially designated national or denied-party list. Customer shall not permit any User to access or use the Services in a U.S. embargoed country or in violation of any U.S. export law or regulation.

4. **Violations of Terms of Use.** If Udemy determines that any of Customer’s Users have violated the restrictions set forth in Section 3 above (collectively, the “*Terms of Use*”), Udemy shall notify Customer of such violation and may terminate or suspend access to the Services for the relevant Users in accordance with the Disputes Clause (Contract Disputes Act) until the matter is resolved

by Udemy and Customer. Separately, Udemy may remove or edit inappropriate content or activity identified by or reported to Udemy.

5. **Fees.** Customer will pay fees as set forth in a contract or order form executed by Customer and Reseller. Reseller will pay the Fees as set forth in one or more Order Forms executed by Reseller and Udemy. Fees paid for Services will be subject to the terms of the relevant agreements between each party. Customer will provide notice to Udemy of any prompt payment act, and if applicable, payment of any Fees under this Agreement will be subject to such act. Unless stated otherwise in an Order Form, all fees are payable in US dollars. Any future incremental add-on or renewal orders after the initial subscription period (as set forth in an Order Form) shall be subject to the subscription standard price in effect at time of purchase unless Reseller has obtained future pricing commitments on behalf of Customer in the Order Form(s) executed by Udemy. In the event that Customer is late in making payments, Udemy reserves the right to charge the maximum interest permitted by law.

6. **Confidentiality.**

- a. Each party agrees that all code, inventions, know-how, or business, technical, and financial information disclosed to a party (the “***Receiving Party***”) by the disclosing party (the “***Disclosing Party***”), constitute the confidential information of the Disclosing Party (“***Confidential Information***”), provided that it is either identified as confidential at the time of disclosure, or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed. Confidential Information will not, however, include any information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party, (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party, (iii) is already in the possession of the Receiving Party at the time of disclosure by the Discloser, (iv) is obtained by the Receiving Party from a third party without a known breach of the third party’s obligations of confidentiality, or (v) is independently developed by the Receiving Party without use of or reference to the Confidential Information. The Receiving Party may disclose the Disclosing Party’s Confidential Information if required by law provided that the Receiving Party will use reasonable efforts to seek confidential treatment for such Confidential Information, and, if and as permitted by law, will provide prior notice to the Discloser to allow the Discloser to seek protective or other court orders.
- b. Except as expressly authorized herein or as necessary to perform its obligations hereunder, the Receiving Party agrees: (i) not to disclose any Confidential Information to third parties, and (ii) not to use Confidential Information for any purpose other than as necessary to exercise its rights or perform its obligations hereunder. Udemy recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by Udemy.

7. **Processing of Personal Data.** Customer agrees that Udemy may process Personal Data as necessary for: (i) storage and processing in accordance with the Agreement and applicable Order Form(s); (ii) processing initiated by Users in their use of the Services; and (iii) processing to comply with other documented reasonable instructions provided by User (e.g. via email or support tickets) where such instructions are consistent with the terms of the Agreement. Customer will have sole responsibility for ensuring that all Personal Data provided to Udemy is accurate and lawfully obtained. To the extent that Customer is subject to data privacy law, then Customer agrees to request from Udemy a data processing agreement prior to providing any Personal Data to Udemy.

8. **Term and Termination.**

- a. The Agreement will commence on the Effective Date and will continue until all Order Forms hereunder have expired or have been terminated. The term of an Order Form will be specified as the Subscription Period therein and, unless otherwise stated in such Order Form, the Subscription Period may be renewed only by mutual agreement thereafter.
- b. **Termination for Material 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 the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Udemy shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement.

9. **Trial Subscriptions.** Services may be made available on a trial basis (“*Trial Subscription*”) to Customer for a period of up to 14 days, or a longer period agreed between the parties (“*Trial Period*”). Trial Subscriptions are subject to the terms and conditions of this Agreement, except however that: (i) Trial Subscriptions may only be used to evaluate and facilitate Customer’s decision to purchase a subscription to Services; (ii) Trial Subscriptions are provided by Udemy on an AS IS and AS AVAILABLE basis without warranties of any kind and (iii) UDEMY’S AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTIONS, CLAIMS AND DAMAGES IN CONNECTION WITH ANY TRIAL IS LIMITED TO ONE HUNDRED DOLLARS (\$100.00). At the end of the Trial Period, Customer must sign an Order Form and pay the applicable Fees, and this Agreement terminates as related to the Trial Subscription. Customer must procure Services through the Reseller and to continue using the Services after a Trial Period. If Customer provides Udemy with any feedback, Customer agrees that Udemy owns and may use in any manner and without limitation, attribution or compensation in any form, all feedback Customer provides. All such feedback shall be deemed Udemy’s Confidential Information.

10. **WARRANTY DISCLAIMER.** UDEMY WARRANTS THAT THE SERVICES WILL, FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF CUSTOMER’S INITIAL RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, UDEMY PROVIDES THE SERVICES AS-IS AND DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED, RELATING TO THE SERVICES, THE COURSES, AND ANY THIRD-PARTY SYSTEMS OR PLATFORMS ACCESSIBLE THROUGH THE SERVICES, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES RELATING TO MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR AVAILABILITY.

#### 11. **LIMITATION OF LIABILITIES.**

- a. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR: (i) ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR (ii) IN THE AGGREGATE, ANY AMOUNTS IN EXCESS OF THE FEES PAID BY CUSTOMER TO UDEMY IN THE 12 MONTHS PRIOR TO THE DATE THE RELEVANT CLAIM AROSE.
- b. Notwithstanding the limitation of liability set forth above: (i) any indemnified liability and any liability arising from violation of the Terms of Use will not be limited, and (ii) to the extent permitted by applicable law, each party's liability arising from breach of its confidentiality obligations hereunder, will be limited to three times the Fees paid by Customer to Udemy in the 12 months prior to the date the relevant claim arose. 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. **Indemnification.**

- a. Udemy's Indemnification Obligation. Udemy agrees to have the right to intervene to defend Customer for any third-party claim arising from an allegation that the Services infringes a third party's intellectual property rights ("***Claim Against Customer***"), and indemnify Customer from any proven damages, reasonable attorney fees, and associated reasonable costs and expenses ("***Losses***") incurred by Customer as a result of a Claim Against Customer. 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., pursuant to its jurisdictional statute 28 U.S.C. §516. In the event that the Services become subject to a third-party intellectual property claim, or Udemy believes that the Services will become subject to such a claim, then Udemy may elect to: (i) modify the Services so that they are no longer allegedly infringing, (ii) obtain a license for Customer's continued use of the Services, or (iii) terminate this Agreement or any applicable Order Forms, and provide Customer a pro-rated refund for Services not rendered past the termination date. This section states Udemy's sole liability to Customer with respect to a claim that any part of the Services infringes the intellectual property rights of a third party. Udemy shall have no liability for any claim in respect of any Services to the extent that (i) the Services are used by Customer

outside the scope of the rights granted in the Agreement or in a manner or for a purpose other than that for which it was supplied or (ii) the Services are modified by or on behalf of Customer.

- b. Reserved.
- c. Requirements for Indemnification. In order for the indemnification obligations hereunder to apply, the party seeking indemnification must: (i) promptly tender a claim for indemnification, (ii) allow the indemnifying party sole control of the defense or settlement of the underlying claim, and (iii) reasonably assist with any defense or settlement of the underlying claim at the indemnifying party's request and expense. Notwithstanding the foregoing, a party may not consent to entry of any judgment or enter into any settlement that imposes liability or obligations on the other party or diminishes the other party's rights, without obtaining the other party's express prior consent, such consent not to be unreasonably withheld or delayed.

13. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement.

14. **Publicity.** Unless Customer directs otherwise, Udemy may identify Customer for marketing or promotional purposes to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, including on Udemy's website and in other promotional materials. However, Udemy will not without express authorization use Customer's trademarks or logos or otherwise refer to Customer in commercial advertising in a manner which states or implies that Udemy's products or services are approved or endorsed by Customer.

15. **Force Majeure.** In accordance with GSAR Clause 552.212-4(f), Neither party will be liable for any delay in the performance of its obligations hereunder during, and to the extent caused by, a condition that is beyond a party's reasonable control, including but not limited to natural disaster, civil disturbance, acts of terrorism or war, labor conditions, interruption or failure by a third-party hosting or Internet provider or utility provider, governmental actions, or denial of service attacks.

16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be deemed null and void, and the remaining provisions of this Agreement shall remain in effect.

17. **Governing Law.** This Agreement any disputes arising under it will be governed by: (1) United States Federal law, if Customer is a United States federal government entity or (2) in accordance with GSA Schedule Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019) based on the state law in the jurisdiction where Customer is located, if Customer is a United States state or local government entity that is prohibited by applicable state law from submitting to any other jurisdiction, and otherwise the laws of the State of California, without regard to its conflicts of laws provisions.

18. **Team Plan.** “*Team Plan*” means an online learning platform delivering on demand Courses for businesses and their employees available through self-service sign-up. For Customers purchasing Team Plan only, an electronic Order Form must be submitted online.

19. **Rights of U.S. Government Subscribers.** The parties agree that the Services meet the definition of “commercial item” in Federal Acquisition Regulation (“FAR”) 2.101, were developed entirely at private expense, and are provided to Government Subscribers exclusively under the terms of this Agreement. The Services, including any upgrades, is “commercial computer software” and applicable documentation and media are “commercial computer software documentation,” as those terms are used in FAR 12.212 and DFARS 227.7202. Use of the Services by the U.S. Government constitutes acknowledgment of Udemy's proprietary rights therein, and of the exclusive applicability of this Agreement.

20. **Third Party Transactions.** If Services are purchased by a customer of an authorized reseller of Udemy, this Agreement continues to apply, other than terms related to pricing, billing, invoicing and payment, and instead the terms of purchase shall be as agreed to between Customer and Reseller. If Services are purchased by a customer of a third party partner of Udemy, Sections 2 (Provision of the Services), 3 (Terms of Use), 4 (Violations of Terms of Use), 8 (Processing of Personal Data), 11 (Warranties and Disclaimers), 12 (Limitation of Liabilities), and 18 (Governing Law, Venue, and Attorneys’ Fee) of this Agreement applies.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This Agreement and any Order Forms executed by Udemy shall apply to Udemy’s provision of Services in lieu of the terms or conditions in any purchase order or other documentation that Reseller or Customer executes or provides. Where Udemy has provided you with a translation of the English language version of this Agreement or any document referenced in this Agreement, the translation is provided for your convenience only and the English language versions of any such document, will control.

**Udemy, Inc.**

**Customer Name:**

Signature:

Signature:

---

---

Name:

Name:

---

---

Title:

Title:

---

---

Date:

---

Date:

---



# Launch Services

## Scope of Launch Services

Udemy will provide access to a dedicated project manager and launch program to assist Customers with the launch of the Services as further detailed in Schedule A ("**Launch Services**"). The provision of the Launch Services is contingent upon the Customer purchasing subscriptions to use the Services which are provided pursuant to the Master Services Agreement ("**MSA**"). Except as specifically stated herein, the MSA shall continue in full force and effect and is supplemental to and incorporated herein by reference.

## Customer Cooperation/Responsibilities

Customer will cooperate reasonably and in good faith with Udemy in performance of Launch Services by, without limitation, (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Udemy to perform its obligations under each Order Form, (b) timely delivering any materials and other obligations required under each Order Form, (c) timely responding to Udemy inquiries related to the Launch Services, (d) assigning an internal project manager for each Order Form to serve as a primary point of contact for Udemy, (e) actively participating in scheduled project meetings, (f) in a timely manner and at no charge to Udemy, access to the appropriate and knowledgeable employees and agents, continuous administrative access to Udemy, and coordination of remote online and telephonic meetings all as reasonably required by Udemy, and (g) complete, accurate and timely information, data and feedback, all as reasonably required.

## Term

This Addendum will remain in effect until the earlier of (a) completion of the Launch Services or (b) 9 months from the date of the Order Form.

## Fees and Expenses

All Launch Services are billed and invoiced in accordance with the terms of the MSA upon receipt of a signed Order Form. All amounts for Launch Services, including Launch Service related travel and expenses, are due and payable in line with the terms of the Order Form.

## Independent Contractor

Each Party, including employees and consultants, will at all times maintain the status of independent contractor with respect to one another.

## Intellectual Property

Except as expressly set forth in this Addendum, neither party grants the other party, express or implied, Intellectual Property Rights.

## Warranties and Disclaimer

Udemy warrants that the Launch Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards, in conformance with Schedule A and Udemy will comply with all applicable laws in providing the Launch Services. For any breach of the above warranty, excluding Learning Program Manager, the exclusive remedy and our entire liability will be the re-performance of the applicable Launch Services. Except as is expressly provided in this section, Udemy provides the Launch Services as is and makes no warranties of any kind, express or implied. Although Udemy will use reasonable efforts to perform the Launch Services within the Term, Udemy does not warrant or guarantee that the Launch Services will be completed within the Term.

## Schedule A

Launch Services assist customers with the launch of Udemy products by providing a Project Manager to accelerate time to launch. The Udemy team provides Launch Services that may include the following phases:

- **Discover:**  
The discovery phase is an opportunity to connect Udemy and customer stakeholders. The discovery phase includes a project kick-off meeting including; contract review, goal alignment, and presentation of Launch Services. After the project kick-off is completed, mobilization activities commence including; stakeholder alignment, proposed launch timeline, scoping, and resource coordination.
- **Plan:**  
All project plan development including definition, sequencing, timeline, duration, milestone development and resource planning is created during the Plan phase.

Any risks or customer dependencies are identified and communicated to customer stakeholders.

- **Execute:**

All product configuration is completed in the Execute phase. The Project Manager provides weekly project status reviews communicated via email. The Project Manager will orchestrate collaboration with Udemy subject matter experts to provide the customer with resources to support fulfilment of each milestone. Udemy product configuration, license allocation, resource coordination, and change management planning are completed during this phase to prepare for launch.

- **Launch:**

The Launch phase begins when all elements of the execution phase are completed. The Launch phase includes customer training, communication plan and templates provided, and product(s) launch.

- **Post-Launch:**

The Project Manager will support the project for 10 business days post go-live and during this time will monitor launch to check goal progress, identify areas for improvement, and optimize success metrics. The Project Manager will provide a formal email communication to conclude the launch project.

## Udemy API License Agreement

### 1. Purpose.

1.1 Parties. This API License Agreement ("**Agreement**") is between Udemy, Inc. ("**Udemy**", "**us**", or "**we**"), and the entity that you represent ("**you**"). By executing written order and building applications that interact with Udemy's products and services, including data related thereto (collectively the "Services") or by accessing or using any application programming interfaces, developer tools, or other related documentation and materials (collectively "APIs") made available by Udemy, you agree to be bound by this Agreement and any accompanying documentation that applies to your use of the APIs.

1.2 Other Agreements. This Agreement governs your use of the Udemy APIs. If you are a customer, reseller, or value-added service partner of Udemy Business, you may be required to execute a separate agreement governing your access or right to license the Services.

1.3 Use on Behalf of an Entity. If you are accepting this Agreement on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of the party that you represent.

1.4 Modification of Terms. We may non-materially modify this Agreement at any time with or without individual notice to you. Any modifications will be effective upon your continued use of the APIs. Please review this Agreement periodically and check the "Last Updated" date for any potential changes.

### 2. Using the Udemy APIs.

2.1 API License. Subject to this Agreement, Udemy grants you a limited worldwide, non-exclusive, non-sublicensable, non-transferable, revocable license to use and make calls to the APIs solely to facilitate the interoperability of the Services and the software applications, websites, or other tools using the APIs created by you (each, an "**App**"). You may use the APIs only as expressly permitted in this Agreement. Violation of this Agreement may result in the immediate suspension or termination of your use of the APIs.

2.2 Obligations. You agree to comply and require all your users to comply with all applicable laws and regulations, including laws regarding the import or export of data or software and privacy laws, and any guidelines provided by Udemy.

2.3 Monitoring. You agree that Udemy may monitor your use of the APIs to ensure quality, to improve Services, and to verify your compliance with the Agreement. You agree to assist Udemy with this monitoring by providing Udemy with information about your App. If you do not demonstrate full compliance with this Agreement, Udemy may restrict or terminate your access to the APIs without notice.

2.4 Reservation of Certain Rights. At any point in the future, Udemy reserves the right to do any of the following: (1) offer or cease to offer support for the APIs; (2) modify the APIs and require you to use those subsequent versions; (3) require you to use the APIs in a different manner; (4) deprecate any API; or (5) independently develop products or services that may serve the same purpose as your App.

### 3. Restrictions.

3.1 No Malicious Actions. You shall not and shall not direct, encourage or assist any party to: (a) use the APIs in a way that could impair, harm or damage Udemy, the APIs, any Services, or anyone's use of the

APIs or any Services; (b) launch or cause to be launched in connection with the API a malicious automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program intended to overburden or hinder the operation and/or performance of the API; (c) attempt to circumvent the limitations Udemy sets on your use of the APIs; (d) engage in deceptive, misleading, illegal, or unethical activities, or activities that otherwise may be detrimental to the APIs, Udemy, our learners, or the public in our sole discretion and judgment.

3.2 No Unauthorized Access. You shall not and shall not direct, encourage or assist any party to use the APIs to disrupt, interfere with, or attempt to gain unauthorized access to the Services, servers, devices, or networks connected to or which can be accessed via the APIs.

3.3 No Removal of Legal Notice. You shall not remove any legal, copyright, trademark, or other proprietary rights notices contained in or on materials received or accessed by you pursuant to this Agreement.

3.4 No Copying or Scraping. You shall not and shall not direct, encourage or assist any other party to: (a) copy or extract any features or functionality thereof; (b) parse or scrape any of Udemy's data; (c) reformat, reverse-engineer, or otherwise modify the APIs or Services; (d) design or develop an App or service whose primary purpose is to redirect users from the Services; or (e) create an App that recreates a core functionality of or replaces any Udemy Services; unless expressly permitted by Udemy pursuant to a duly executed written agreement.

3.5 No Competitive Benchmarking. You shall not and shall not direct, encourage or assist any other party to use the API to measure the availability, performance, functionality, or usage of the Services for competitive purposes.

3.6 No Resell. You shall not redistribute or resell, or sublicense access to, the APIs, any data obtained using the APIs, or any Services accessed through the APIs, unless expressly permitted by Udemy pursuant to a separate duly executed written agreement.

#### **4. Intellectual Property.**

4.1 Ownership. You retain your ownership rights in your App and we own and will continue to own our APIs and Services, including all related intellectual property rights therein. All of our rights not expressly granted herein are hereby retained.

4.2 Feedback. Any feedback, comments, or suggestions you may provide regarding the Udemy Services or the APIs are entirely voluntary and non-confidential and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you. Udemy Services acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

4.3 Branding. Subject to this Agreement, Udemy grants you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide revocable license to use the Udemy name and trademark (collectively "**Udemy TMs**") to accurately promote or advertise your integration of the APIs with your App. Your use of the Udemy TMs must comply with the Udemy Trademark Usage Guidelines . You agree not to display the Udemy TMs: (a) in any way that violates applicable law, including laws regarding libel, slander, obscenity, and infringement; (b) in any way that is misleading, implies that your App is approved, created, or endorsed by Udemy (or otherwise embellishing your relationship with Udemy); or (c) in a way that is

otherwise objectionable to Udemy in its sole discretion. You must promptly cease any use of the Udemy TMs identified by Udemy as objectionable. You receive no other rights to Udemy TMs under this Agreement. All goodwill arising from use of Udemy TMs inure to Udemy.

4.4 Your Trademarks. You grant Udemy a limited, non-exclusive, non-transferrable, non-assignable, non-sublicensable, worldwide, revocable license to use your name to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71 (collectively “**Your TMs**”) to promote or advertise your use of the APIs in your App. Udemy shall use Your TMs in compliance with your reasonable trademark usage guidelines if such guidelines are communicated in writing directly to Udemy. Udemy shall not acquire any interest, right, or title in any Your TMs and all associated goodwill shall reside with you.

## **5. User Data.**

5.1 Privacy Laws and Regulations. You must comply with all applicable data privacy and cybersecurity laws and regulations. Your use of the APIs is conditioned upon you implementing and maintaining appropriate protections and measures for your App and that includes your responsibility to the data obtained through the use of the APIs.

5.2 Collection and Use. You must provide all necessary notice and obtain all necessary rights, permissions, and consents from customers or users for your access, collection, storage, transmission, treatment, use, disclosure, sharing, and other processing of any user data, and will ensure that all such processing complies with all laws. If you use our APIs to retrieve user data directly from the Services, you must limit your access, processing, and use of such information to that (a) authorized by the customer or user or (b) necessary for the purposes of providing the functionality of your App.

## **6. Security.**

6.1 Developer Credentials. You will not share any passwords, keys, tokens, secret, or other access credentials that allow you to access the APIs or Services (“**Developer Credentials**”).

6.2 Security Standards. You will always use and have in effect appropriate administrative, physical, and technical safeguards that (a) meet or exceed industry standards with respect to the sensitivity of the data you are accessing; (b) are compliant with applicable laws and regulations (including data security and privacy laws and regulations), and (c) are designed to prevent unauthorized access, use, processing, storage, destruction, loss, alteration, or disclosure of personal data.

6.3 Security Incidents. You must immediately notify Udemy upon discovery or notice of any actual or suspected (a) unauthorized access, use, disclosure, modification, loss, or destruction of user data under your control; (b) security vulnerabilities of your App; or (c) issues involving your App that materially degrades the Services (collectively “**Security Incidents**”).

6.4 Notification. In the event of a Security Incident, you will be solely responsible, at your own expense, for investigation, remediation, and your own notifications to affected users and regulatory authorities in accordance with applicable laws and industry standards. However, you must obtain our approval for any breach notification to users that refer, directly or indirectly, to Udemy.

## **7. Termination.**

7.1 Right to Terminate. 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 the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Udemy shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

7.2 License Termination and Deletion of Data. Upon termination, all licenses granted under this Agreement will terminate immediately and you must immediately stop using the API. You must also return or delete any user data or comply with customer's instructions to either return or delete user data accessed or obtained through the APIs. Neither party will be liable to the other for any damages resulting solely from termination of this Agreement.

## **8. Disclaimers, Limitations of Liability, and Indemnification.**

8.1 Warranty Disclaimer. TO THE FULL EXTENT PERMITTED BY LAW, UDEMY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE APIs. YOU UNDERSTAND THAT USE OF THE APIs IS AT YOUR OWN RISK AND THAT WE PROVIDE THE APIs ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE" TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. WE DO NOT GUARANTEE THE APIs WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE APIs MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS IN FUNCTIONING, OR THAT DATA LOSS WILL NOT OCCUR.

8.2 Limitation of Liability. IN NO EVENT WILL UDEMY BE LIABLE TO YOU OR ANY USERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF OR DAMAGE TO USE, DATA, BUSINESS, GOODWILL, OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN ANY CASE, UDEMY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT WILL NOT EXCEED THE PRICE YOU PAID FOR USE OF THE PLATFORM IN THE 12 MONTHS PRIOR TO THE DATE THE RELEVANT CLAIM AROSE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT UDEMY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. 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.

8.3 Indemnification. You shall be solely responsible Udemy for any and all actions, demands, claims, suits, damages and costs (including without limitation reasonable attorneys' fees) to the extent arising out of:

(i) your use of the APIs or Services in any manner that is inconsistent with this Agreement or any applicable laws, rules, or regulations; or (ii) the performance, promotion, sale or distribution of your App..

8.4 No Injunctive Relief. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the APIs, content, or other material used or displayed through the Services.

## **9. Confidentiality.**

9.1 Confidential Information. You may be given access to certain non-public information, software, and specifications relating to the APIs ("**Confidential Information**"), which is confidential and proprietary to Udemy. You may use Confidential Information only as necessary in exercising your rights granted under this Agreement. You may not disclose any Confidential Information to any third party without Udemy's prior written consent. You agree that you will protect any Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information.

## **10. Compliance With Laws.**

10.1 Legal Disclosures. Udemy reserves the right to disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.

10.2 Sanctions. You represent and warrant that you (as an individual or as a representative of any entity on whose behalf you use the Services) aren't located in, or a resident of, any country that is subject to applicable U.S. trade sanctions or embargoes. You also represent and warrant that you aren't a person or entity who is named on any U.S. government specially designated national or denied-party list. You agree to comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You also agree not to directly or indirectly export, re-export, or transfer the APIs to prohibited countries or individuals nor permit use of the APIs by prohibited entities or individuals.

## **11. General Terms.**

11.1 Governing Law. This Agreement is governed by the Federal laws of the USA without reference to its choice or conflicts of law principles.

11.2 Language. Where Udemy has provided you with a translation of the English language version of this Agreement or any document referenced in this Agreement, you agree that the translation is provided for your convenience only and that the English language versions of any such document, will control.

11.3 Support. Because the APIs are provided "as is," we may not provide support services for them. You are solely responsible for the quality of your App and are solely responsible for providing support for your App. Any support we choose to provide will be in our sole discretion and may be discontinued at any time without notice or liability to you.

11.4 Severability. If any part of this Agreement is found to be invalid or unenforceable, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall remain in effect.



11.5 Survival. Sections of this Agreement that, by their terms, require performance after the termination of this Agreement will survive, such as, for example, the rights and requirements of section 6 (Security).

11.6 Assignment. You may not assign or delegate any rights or obligations under this Agreement, including in connection with a change of control. Any purported assignment and delegation shall be ineffective.

11.7 No Waiver. Either party's failure to act with respect to a breach of this Agreement does not waive either party's right to act with respect to that breach or subsequent similar or other breaches.

11.8 Notices. Notices must be in writing and will be deemed given when delivered. Udemy may provide notice to the email or physical address provided by you or through Udemy's website. Your notices to Udemy must be given by registered or certified mail to Udemy, Inc., 600 Harrison St., 3rd Floor, San Francisco, CA 94107, USA, Attn: Legal Department.

11.9 No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

11.10 Entire Agreement. This Agreement and any documents incorporated by reference, constitute the entire agreement between you and us regarding the APIs and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy, or precedent, with respect to the subject matter of this Agreement.

## Udemy Business Generative AI Additional Terms

These Generative AI Additional Terms (“**Additional Terms**”) govern the use by Customer of the generative AI features in the Services (“**GenAI Features**”) and are incorporated by reference into the agreement signed between Customer and Udemy governing the use of the Services (the “**Agreement**”, and collectively, the “**Terms**”). Capitalized terms not defined herein have the same meaning as in the Agreement. If there is a conflict between these Additional Terms and the Agreement, these Additional Terms will govern.

By executing a written order, you accept these Additional Terms for the GenAI Features, you acknowledge that you have read, understand, and have the authority on behalf of Customer to enter into these Additional Terms.

1. **Licenses.** When using the GenAI Features, Customer may input or upload content (“**Input**”). The Services will process the Input to generate output, such as text, provided within the Services (“**Output**,” and together with Input, “**Content**”). Customer retains ownership of the Input and grants Udemy a worldwide, non-exclusive, royalty-free, and irrevocable license to host, reproduce, distribute, modify, create derivative works of, and use the Input solely for the purposes of providing the Services. Udemy grants Customer a limited, non-transferable, non-sublicensable license to access and use the GenAI Features and Output in accordance with the Terms and solely for Customer’s supplemental learning and training of its Users. If Customer does not currently have paid access to the GenAI Features, Customer may be required to enter into separate terms or be charged Udemy’s then-current prices to continue using the GenAI Features. Udemy reserves the right to limit, suspend, or terminate Customer’s access to the GenAI Features at any time in our sole discretion and without prior notice.
2. **No Model Training or Fine-tuning.** Udemy will not use Customer personal data or Content to improve the GenAI Features in any way that could result in Customer personal data or Content being disclosed to any unauthorized third party, including to train or fine-tune GenAI models used for the GenAI Features, without Customer’s prior consent. Udemy shall not use Customer personal data or Content to train GenAI features without prior written consent of the Ordering Activity Contracting Officer (CO) or the CO’s authorized representative.
3. **Data.** The GenAI Features may utilize subprocessors described as “Customer Elected - Service Specific Subprocessors” in the UB Subprocessor list found on the Udemy website. All subprocessors are contractually prohibited from using Customer’s personal data for any purpose other than providing their services to Udemy.
4. **Customer’s Use of the GenAI Features.** Customer’s use, and any use by its Users or facilitated by Customer or its Users, of the GenAI Features and the Content is subject to the following restrictions: (i) Customer must comply with all applicable laws; (ii) Customer must not exploit the GenAI Features to develop GenAI models, machine learning models, or related technology; (iii) Customer’s use must not infringe upon, misappropriate, or otherwise violate any rights of Udemy or any other person or entity; and (iv) Customer must not use the GenAI Features or Output to make, or as a substantial factor in making, consequential decisions in areas affecting material or individual rights or well-being (e.g., finance, legal, educational, employment, healthcare, housing, insurance, or social welfare).

5. **Disclaimers.** UDEMY DISCLAIMS ALL LIABILITY FOR ANY INDIRECT DAMAGES ARISING FROM CUSTOMER'S USE OF THE GENAI FEATURES OR THE CONTENT. CUSTOMER ACKNOWLEDGES THAT THE GENAI FEATURES MAY PRODUCE INCORRECT OR MISLEADING INFORMATION, OR LINKS TO THIRD-PARTY WEBSITES, SERVICES, OR OTHER RESOURCES, AND THAT CUSTOMER IS RESPONSIBLE FOR REVIEWING AND VERIFYING ANY OUTPUT BEFORE RELYING ON IT. ANY SERVICE LEVEL AGREEMENTS OR INDEMNITIES GRANTED BY UDEMY DO NOT APPLY TO THE GENAI FEATURES OR CONTENT. THE GENAI FEATURES AND CONTENT ARE PROVIDED ON A "AS-IS" AND "AS AVAILABLE" BASIS. UDEMY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, TIMELINESS, SECURITY, LACK OF ERRORS, OR ACCURACY OF THE GENAI FEATURES OR CONTENT, AND DISCLAIMS ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ORIGINALITY, QUALITY, AND NON-INFRINGEMENT. CUSTOMER ACCEPTS AND AGREES THAT USE OF THE GENAI FEATURES AND CONTENT IS AT CUSTOMER'S SOLE RISK. 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.
  
6. **Updating Additional Terms.** These Additional Terms may be non-materially modified by Udemmy at any time, including the addition or deletion of terms, and such non-material modifications, additions, or deletions will be effective immediately upon posting unless stated otherwise.

## Udemy Business Leadership Academy Terms & Conditions

The terms and conditions below apply to Customer's use of Udemy's platform, Udemy Business Leadership Academy ("**Udemy Business Leadership Academy**"), as described below. All terms not defined herein have the definitions ascribed to them in the Master Services Agreement ("**Agreement**") between Udemy and Customer.

1. Udemy Business Leadership Academy Offering. By purchasing access to Udemy Business Leadership Academy, as specified in the relevant Order Form, Customer will receive licenses to access specific learning content (the "**Cohort Licenses**") accessible through an online learning platform (the "**Udemy Business Leadership Academy Platform**") that includes Cohort Services (as defined below).
2. Udemy Business Leadership Academy Platform. Customer will be provided access to the Udemy Business Leadership Academy Platform, as detailed in the applicable Order Form, where Users may access the specific cohort learning content ("**Udemy Business Leadership Academy Content**") and/or any Customer proprietary content, materials, and information ("**Customer IP**"). Customer may purchase access for additional Udemy Business Leadership Academy Platform Users (in excess of those in the applicable Order Form), subject to an additional fee and the terms and conditions set forth herein.
3. Cohort Licenses. Access to Udemy Business Leadership Academy Content is limited to Users with Cohort Licenses and is available for the duration of an applicable cohort program (or such other duration agreed between the Parties), each of which shall consist of a minimum of 25 participants (the "**Cohort Program**"). Customer will notify Udemy at least a minimum of six weeks prior to the launch of a Cohort Program. To the extent a Cohort Program has to be canceled or rescheduled through no fault of Udemy (e.g., did not meet the required 25 participants, etc.), Udemy shall not have any liability for such cancellation and may charge an additional fee to accommodate the rescheduled Cohort Program. Any request to reschedule a Cohort Program by Customer requires at least 14 days written notice.
4. Additional Services. Optional third-party products ("**Vendor Add-ons**") or additional support services ("**Cohort Services**") may be included with Udemy Business Leadership Academy. The availability of the Vendor Add-ons and/or Cohort Services is included with Customer's Cohort License at an additional cost per User, which shall be set forth in an Order Form. Cohort Services are not available for Customer proprietary content. Any additional services requested by Customer will be separately scoped at an additional cost.
5. Customer IP. Customer represents and warrants that Customer has all right, title and interest in and to all Customer IP provided to Udemy to perform the Services set forth in the applicable Order Form and shall defend, indemnify, and hold harmless Udemy and its Affiliates, subsidiaries, directors, officers, employees, and agents with respect to any claims against Udemy regarding such Customer IP.
6. Restrictions on Use of Licenses. Each Cohort License, once assigned to a User, is unique to such User and may not be assigned or shared with any other person via shared login or any other

method. All Cohort Licenses expire on the one-year anniversary date of the issuance of such Cohort Licenses by Udemy and must be renewed annually thereafter.

## UDEMY BUSINESS PRO TERMS AND CONDITIONS

These Udemy Business Pro Terms and Conditions (these “*Terms*”) apply to Customer’s access and use of Udemy Business Pro. All terms not otherwise defined in these Terms will have the meanings ascribed to them in the Master Services Agreement between Udemy and Customer (the “*Agreement*”).

1. Udemy Business Pro is a Service that provides an interactive experience containing hands-on learning labs, workspaces, role paths, and assessments.
2. Users may access certain third-party platforms through Udemy Business Pro, which are governed by and subject to separate terms and conditions.
3. Customer acknowledges and agrees that: (a) Customer is solely responsible for all content inputted by Customer or its Users in connection with use of Udemy Business Pro (collectively, “*Interactive Content*”) including on the server instances that provide interactive environments as a part of Udemy Business Pro (“*Interactive Sessions*”); and (b) Udemy, its Affiliates, or licensors will not preserve, back up, or store the Interactive Content.
4. The parties agree that the following are incorporated into the Terms of Use. With respect to the Udemy Business Pro Services, Customer shall not, nor permit its Users to:
  - a) Provide web, database, or forum access, or engage in cryptocurrency mining, on or through Udemy Business Pro,
  - b) Exceed the usage limitations (including, but not limited to, Interactive Session quantity or duration, or User number limitations) applicable to Customer’s use of Udemy Business Pro,
  - c) Use or access an Interactive Session in any commercial production environment, or
  - d) use any data or information other than simulated, anonymous, non-personal, non-live data when using Udemy Business Pro.

In addition to the remedies available to Udemy under the Agreement, Udemy may remove any Interactive Content that violates the Terms of Use.