

Coursera End User Terms for AWS Marketplace Users

v 05/2025

This Coursera End User Terms for AWS Marketplace Users (this “Agreement”) is entered into by and between Coursera, Inc., a Delaware corporation, with a principal place of business at 2440 West El Camino Real, Suite 500, Mountain View, California 94040 (“Coursera”), and the entity agreeing to these terms (“Organization”). This Agreement is effective as of the date you click the “Continue to Subscribe” button in the AWS Marketplace (the “Effective Date”). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (a) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (b) you have read and understand this Agreement; and (c) you agree, on behalf of the party that you represent, to this Agreement. If you don’t have the legal authority to bind your employer or the applicable entity, please do not click the “Continue to Subscribe” button below (or, if applicable, do not sign this Agreement). This Agreement governs Organization’s access to and use of the Services (as defined below).

Important Note: This is a subscription agreement for access to the Coursera Services, not a software agreement.

Services

1. Organization will pay the fees (“Fees”) for the Coursera organization services (the “Services”) selected by Organization to the AWS Marketplace (“AWS Marketplace”), as specified in Organization’s sales order or other contract (the “AWS Marketplace Sales Order”) for the Coursera Services. AWS Marketplace will invoice Organization, and Organization agrees to pay AWS Marketplace, for all applicable charges in accordance with the terms of the AWM Marketplace Sales Order.

2. The “Services” shall collectively refer to the Content Services and User Services. “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. “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. “Courses” or “Specializations” means courses and specializations from the Coursera catalogue (as determined and agreed with AWS Marketplace), for consumption via the proprietary platform developed by Coursera (“Platform”). A single “Enrollment” means registration to participate in a single Course from the Coursera catalogue (as determined and agreed with AWS Marketplace), and such Enrollment shall be deemed used once an Organization’s participant registers for a course and does not either (a) manually opt out or (b) automatically unenrolled due to low activity, in both cases during the trial period. “User License” means the right for a single User to access the Content Services for an unlimited number of Enrollments. If a Course or Specialization becomes unavailable prior to the end of Term, Coursera may replace such Course or Specialization with a reasonable alternative Course or Specialization. At the expiration of the term, access to the platform will no longer be made available by Coursera under this Agreement (including paid access to any uncompleted courses).

3. Coursera may make commercially reasonable changes to the Services from time to time. If Coursera makes a material change to the Services, Coursera will inform Organization via such method as Coursera may elect provided that Organization has subscribed with Coursera to be informed about such changes.

4. Coursera may make commercially reasonable changes to this Agreement from time to time. If Coursera makes a material change to this Agreement, Coursera will inform Organization by either sending an email to an email address associated with Organization or alerting Organization via the admin console. If the change has a material adverse impact on Organization and Organization does not agree to the change, Organization must notify Coursera via the Help Center within 30 days after receiving notice of the change. If Organization notifies Coursera as required, then Organization will remain governed by the agreement in effect immediately prior to the change until the end of the then-current Services term for the affected Services. If the affected Services are renewed in accordance with this Agreement, they will be renewed under Coursera's then-current Agreement.

Obligations

1. Coursera will provide the Services specified above to Organization.

2. Unless otherwise agreed between the Parties, Coursera may use Organization's name, logos, and other brand features to list Organization as an end user customer. In addition, the parties may, subject to mutual agreement as to the specific content, issue other publicity materials, including, but not limited to, press releases. 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. Other than as set forth herein, Organization will not issue any public statements or promotional materials disclosing the existence of this Agreement or the performance of Services hereunder.

3. In order to allow the parties to evaluate the effectiveness of Course content for Organization participants and corporate training purposes and for purposes of allowing Coursera to continually improve upon the Services, Coursera will provide aggregate level data to Organization about Organization's participants engaged in Courses, subject to and in accordance with Coursera's latest privacy policies, which may be updated from time to time at <https://www.coursera.org/about/privacy>, as well as the Data Protection Addendum below. Organization will ensure each participant's compliance with Coursera's Terms of Use and other policies. Each party will respect the confidentiality and privacy of such learner data and operate in accordance with applicable law with respect to its use and handling of same. Organization agrees to use Organization participants' data only to evaluate the effectiveness of Course content for Organization participants and corporate training purposes.

4. 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.

5. 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 Agreement (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.

Refunds

All Fees hereunder are non-cancelable and non-refundable.

Term

The term of this Agreement shall commence on the Effective Date and shall continue in full force in accordance with the terms of the AWS Marketplace sales order unless terminated in accordance with the termination provisions below (the “Term”). If you choose an autorenewal option, the Agreement shall renew for a period equivalent to the initial term (“Renewal Term”), unless otherwise agreed by both parties. At renewal, Organization will be charged the then current pricing for any Renewal Term.

Termination

1. Termination. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice; or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. In addition, Coursera may immediately suspend performance if Organization facilitates any participant’s violation of the Coursera Terms of Use or other policies or if Coursera determines that its association with Organization has an adverse impact on the business or reputation of Coursera, its licensors, or other partners. Coursera may at any time for any reason suspend or terminate use of the Services by any participant or other individual.

2. Effects of Termination. If this Agreement terminates, then: (i) all rights granted and obligations incurred by one party to the other that are intended to cease upon termination will cease immediately (and Organization shall forfeit all unused Enrollments and uncompleted Courses); and (ii) upon request, each party will promptly return or destroy all other Confidential Information of the other party.

Confidential Information

1. 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, participants, 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, participants, and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under

this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, participants, and agents in violation of this section. "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances.

2. 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.

3. 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.

Representations and Disclaimers

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

2. Non-Academic and Academic Credit Use. Courses under this Agreement shall be used for Organization's standard learning and development training purposes. Such courses are to be used as supplemental materials to in-person instruction. If Organization chooses to assign credit for such content, Organization is solely responsible for ensuring adequate pathways towards degree completion based on content availability. Organization acknowledges that: 1) Coursera does not represent or warrant that the content meets any accreditation or regulated learning time standards, 2) Coursera will not be responsible to update Organization on any substantive changes or availability of content, and 3) Coursera does not guarantee the availability of the content.

3. Disclaimers. 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 NON-INFRINGEMENT. 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.

Indemnification

1. By Organization. Organization will indemnify, defend, and hold harmless Coursera from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) that any Organization brand features or other content used in accordance with this Agreement infringe or misappropriate any intellectual property rights of a third party; or (ii) involving actions by participants or other individuals associated with Organization (e.g., harassment on forums, plagiarism).
2. By Coursera. Coursera will indemnify, 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 Services or any Coursera brand features used in accordance with this Agreement 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 Services 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, end users, or other third parties.
3. 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 full 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. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

Limitation of Liability

1. Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT 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.
2. Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN USD \$1,000.
3. 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.

Miscellaneous

1. 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.

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

3. Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, pandemic, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

4. No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

5. Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

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

7. No Third-party Beneficiaries. There are no third-party beneficiaries to this Agreement.

8. Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

9. Governing Law. This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

10. Amendments. Any amendments or modifications to this Agreement may only be effected by: (i) written agreement of both parties; (ii) Organization's online acceptance of updated terms, amendments, or addenda; or (iii) Organization's continued use of the Services after the terms of this Agreement have been updated by Coursera and Organization has been notified.

11. Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

12. Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

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

Data Protection Addendum

The Data Protection Addendum (the "DPA") governs the processing of personal data by Coursera on behalf of the Organization in connection with the Services under this Agreement.

The DPA, which may be updated from time to time, is located at:

<https://www.coursera.org/about/privacy/data-protection-addendum> and is hereby incorporated into this Agreement.

For U.S. government agencies, the following additional terms apply:

1. Organization may terminate this Agreement for convenience. In the event of such termination, Coursera will immediately stop all work hereunder and Coursera will be entitled to receive and retain payment in the amount on the order page, plus reasonable charges that resulted from the termination. Coursera shall not be required to comply with the cost accounting standards or contract cost principles for this purpose.
2. Any provisions that require Organization to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. § 552.
3. Indemnification by Organization above does not apply.
4. 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.
5. This Agreement is governed by applicable federal law. Any disputes involving this Agreement will be handled in accordance with FAR clause 52.212-4(d), "Disputes."
6. If this Agreement 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 Agreement, provided the conditions described below apply to this Agreement, and all other FAR and FAR agency supplemental clauses are hereby rejected.

52.203-13

Contractor Code of Business Ethics and Conduct (Oct 2015) (if this Agreement 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 this Agreement equals or exceeds \$150,000)

52.222-36

Equal Opportunity for Workers with Disabilities (Jul 2014) (if this Agreement exceeds \$15,000)

52.222-37

Employments Reports on Veterans (Feb 2016) (if this Agreement 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)