

## **AGREEMENT – SOGEI S.P.A.**

REP. CONTRACT N. \_\_\_\_\_ SIGNED BETWEEN SOGEI S.P.A. AND COURSERA, INC  
FOR providing access to Coursera Platform.

### **SUMMARY**

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## PREMISE

Paragraph 17 of art. 1 of Law no. 190 of 6 November 2012 ("Provisions for the prevention and suppression of corruption and illegal acts in the public administration") states that *"contracting authorities may indicate in their notices, calls for tenders or invitation letters, that failure to adhere to the clauses contained in the legality protocols or integrity agreements shall constitute a reason for exclusion from the procedure"*.

The National Anti-Corruption Plan, approved by resolution no. 72/2013 of the National Anti-Corruption Authority and subsequently updated states that the public administrations and contracting authorities, in implementation of the aforementioned paragraph 17 of art. 1 of Law no. 190/2012, shall draft and make use of legality protocols or integrity agreements when awarding public contracts. To this end, the aforementioned parties shall insert into their notices, calls for tenders and invitation letters, a safeguard clause stating that failure to adhere to the clauses contained in the legality protocol or integrity agreement shall result in exclusion from the procedure and termination of the contract.

The Three-Year Corruption Prevention Plan MEF 2015-2017, Annex 4, provides that the structures, which carry out contractual activities, conform their behavior to what is foreseen in it, also through the inclusion of legality protocols / integrity agreements in the contracts with private economic operators.

In implementation of the above,

## THE PARTIES HEREBY AGREE ON THE FOLLOWING

### ART. 1 OBJECT

This agreement (hereinafter the **"Agreement"**) establishes the formal and mutual obligation – between Sogei S.p.A. (hereinafter also **"Sogei"**) and the economic operator, both as an individual and in a multi-subject form, who at the end of the selection procedure, carried out by the contracting station was awarded the procedure relating to the stipulation of the Contract for the assignment of the contract performance identified in it Coursera, Inc. (hereinafter also the **"Supplier"**) - to ensure that their conduct complies with the principles of loyalty, transparency and fairness, making an express commitment to fight against corruption and illegality and, in any event, not to commit any act aimed at distorting or unduly influencing the proper execution of both the purchase procedure and the execution of the contract. The Supplier and Sogei S.p.A. shall undertake to adhere to, and ensure adherence by their employees to, this Agreement, fully endorsing its spirit and letter.

### ART. 2 SCOPE OF APPLICATION

a) This Agreement governs the License and Services Supplier will provide to Sogei, as well as the behavior of the employees and collaborators of Sogei S.p.A. and of the Supplier in performance of the Contract.

b) Licenses. Supplier will provide the following Licenses to Sogei:

Product	Launch Date	End Date	Number of User Licenses	Enrollments per User License	Price per User License (EUR) <sup>1</sup>	Total Annual Price

<sup>1</sup> For internal accounting purposes, Coursera will allocate 70% of these fees to Content Services and 30% to User Services

Coursera for Business (Year 1)	June 21, 2023	June 20, 2024	300	Unlimited	€343	€102,900
Coursera for Business (Year 2)	June 21, 2024	June 20, 2025	300	Unlimited	€343	€102,900
Total Contract Value:						€205,800.00

c) Term and Renewal Fees. The “**Term**” of this Agreement will be two **(2) years** from the Launch Date. Parties may renew the term for successive one-year Renewal Term(s) by entering into a signed renewal agreement. If the Parties do not renew this Agreement by mutual agreement after expiration of the Term, access to the Coursera Platform will no longer be made available by Supplier under this Agreement (including paid access to uncompleted courses).

d) Payment Terms. Supplier will invoice Sogei upon execution of this Agreement based on the invoice schedule set forth in the table below. Payment is due NET30 from the date of the invoice.

Invoice Timing (Month YYYY)	Invoice Amount (EUR)
Upon Contract Signature	€92,610.00
May 2024	€92,610.00
March 2025	€20,580.00

e) Launch Date. “**Launch Date**” shall mean the date that Supplier gives Sogei access to the Coursera Platform, which shall give Sogei the ability to invite its users to access Supplier Services. The Launch Date shall be evidenced by an e-mail notification to Sogei.

f) Additional Licenses. Sogei may purchase additional licenses in batches of 100 using the same pricing structure in 2b above, which shall be pro-rated for the Term. For the avoidance of doubt, the Term for any additional licenses purchased hereunder shall be co-terminous with the Term set forth in this Agreement.

### ART. 3 OBLIGATIONS OF THE SUPPLIER

The Supplier, by virtue of this Agreement, declares that:

- it has not entered into any type of agreement with other economic operators aimed at altering or restricting competition, or establishing a unique decision-making center for participating in tender procedures and formulating bids, thus ensuring their bid is the best;
- it has not influenced the administrative procedure aimed at establishing the content of the call for tenders or any other equivalent document so as to manipulate the procedures for selecting the contractor and it has neither paid nor promised to pay anyone and that it shall undertake not to pay nor promise to pay anyone, directly or through third parties, including associated or controlled parties, sums of money or any other benefit aimed at facilitating the award and performance of the Contract;
- it shall refrain from any attempt at rigging, committing irregularities, or, in any event, breaching competition rules;

moreover, it shall provide prompt notification to Consip, the Public Authorities, Sogei S.p.A. and the Client of any attempt at rigging, committing irregularities or breaching competition rules of which it may become aware during the performance of the Contract, providing substantiated proof in support of the aforementioned notifications;

d) it shall inform Consip, Sogei S.p.A, as well as the competent Public Authorities and the Prefecture, of any attempt at extortion and any illicit request or claim by employees of Consip and/or of Sogei S.p.A, of the Client or by anyone who might influence decisions concerning the performance of the Contract.

e) The Supplier shall be responsible for ensuring that its subcontractors comply with the aforementioned obligations.

To this end, a clause that provides for the compliance with the obligations under this Agreement must be inserted in the contracts stipulated between the Supplier and its subcontractors, under pain of termination of the Contract, pursuant to art. 1456 of the Italian Civil Code.

e) The Supplier hereby acknowledges and accepts that a breach, howsoever ascertained by Consip and/or Sogei S.p.A and the Client, of one or more of the commitments undertaken under this Agreement shall trigger the application of the sanctions indicated in art. 5 below.

f) As of the Launch Date (as defined herein), Supplier grants to Sogei and its users ("**Users**") a non-exclusive, non-transferable, revocable right to access and use the User Services and Content Services (collectively, "**Services**") subject to the terms and conditions set forth in this Agreement. "**User Services**" means (i) customized landing page featuring the Sogei 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 Supplier'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 Supplier and Sogei. "**Courses**" or "**Specializations**" means courses and specializations from the world's top universities and instructors, for consumption via the proprietary platform developed by Supplier ("**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. If a Course or Specialization becomes unavailable prior to the end of the Term, Supplier may replace such Course or Specialization with a reasonable alternative Course or Specialization.

g) Both parties agree to comply with the Data Protection Addendum (the "DPA"), which governs the processing of personal data by Supplier on behalf of Sogei in connection with the Services under this Agreement. The attached DPA is added and made part of this Agreement.

#### **ART. 4 OBLIGATIONS OF SOGEI**

In accordance with this Agreement, Sogei S.p.A. shall undertake, for all matters within their respective remits, to respect the principles of loyalty, transparency and fairness pursuant to Law no. 190/2012, as well as, should any breach of the said principles or similar provisions be detected, to assess whether or not to activate disciplinary procedures against their staff who intervened in the procedure for awarding and performing the Contract, in accordance with the provisions of their corruption prevention plans.

#### **ART. 5 PENALTIES**

The Supplier hereby acknowledges and accepts that any breach of the obligations assumed under this Agreement, as well as any inaccurate declarations submitted, ascertained in any way by Consip and/or Sogei S.p.A., the Client, may trigger the application of one or more of the following penalties, which can be cumulated:

- a) termination of the contract pursuant to art. 1456 of the Italian Civil Code, as well as forfeiture of the final deposit and compensation for any further damage, of any breach of the commitments mentioned in the art. 3 above. The resolution may also be exercised pursuant to art. 1456 of the Civil Code (i) whenever a precautionary measure has been imposed on the Supplier, its managers and / or the members of the company structure, or there has been an indictment for some of the crimes pursuant to arts. 317, 318, 319, 319bis, 319ter, 319quater, 320, 322, 322bis, 346bis, 353, 353bis, 354, 355, 356, criminal code, as well as (ii) in the event that, violated the reporting obligation referred to in 'art. 3, lett. d) above, it has been ordered against the public administrators who have exercised functions relating to the stipulation and execution of the contract, precautionary measure or has brought an indictment for the crime provided for by art. 317 of the civil code. In this case the provisions of art. 32 of the Legislative Decree 90/2014 converted into law n. 114/2014. In the event of termination of the Contract, Sogei will promptly inform the SA. Without prejudice to the termination of the Contract, the SA and Sogei S.p.A. may take into account for the purposes of the assessments referred to in Article 80, paragraph 5, lett. c) of Legislative Decree 50/2016;
- b) notification of the event to the Italian National Anti-Corruption Authority (ANAC) and the competent judicial authorities.

#### **ART. 6 CONFLICT OF INTERESTS**

The Supplier, by signing this document, undertakes to promptly notify Sogei of the existence of situations of conflict of interest already present at the time of stipulation of the contract in question and the possible emergence of new situations during the execution of the contract, that should concern the Legal Representative, the members of the Administrative Body and the persons expressly indicated as referents of the contractual execution.

In this regard the Supplier shall declare:

- the existence of family relationships, marriage, affinity within the 4th degree or cohabitation with the members of the Board of Directors, whose names can be consulted on the website [www.sogei.it](http://www.sogei.it), section "Transparent Company", and with parties responsible for contractual execution, whose names are indicated in the contractual text (eg RUP, DDE, DDE Assistant);
- the existence of a financial, economic or other interest that can be perceived as a threat to his impartiality and his independence in the performance of the contractual service.

Sogei in case of violation of the obligation to declare referred to in the previous paragraphs, if it ascertains that the execution of the contract has taken place, in whole or in part, in a position of conflict of interest of the Supplier, reserves the right to terminate the contract, and to forfeit the final deposit and request compensation for further damages.

#### **ART. 7. REPRESENTATIONS AND DISCLAIMERS**

a) 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 provision of this Agreement, neither Party shall take any action or omit to take any action under this Agreement 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. Sogei 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 Sogei is not currently listed on any Excluded or Denied Party List maintained by any U.S. Government agency.

b) 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 NONINFRINGEMENT. SUPPLIER 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. SUPPLIER MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

#### **ART. 8 INDEMNIFICATION**

a) By Sogei. To the extent allowable by applicable laws, Sogei will indemnify, defend, and hold harmless Supplier 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 Sogei assets used in accordance with this Agreement infringe or misappropriate any intellectual property rights of a third party; (ii) Sogei's violation of any applicable laws or regulations or (iii) involving actions by Users and other individuals associated with Sogei (e.g., harassment on forums, plagiarism).

b) By Supplier. Supplier will indemnify, defend, and hold harmless Sogei from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Supplier's technology used to provide the Platform or any Supplier 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 Supplier have any obligations or liability under this section arising from: (i) use of the Platform or Supplier brand features in a modified form or in combination with materials not furnished by Supplier; or (ii) any content, information, or data provided by Sogei, 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 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.

#### **ART 9 LIMITATION OF LIABILITY.**

a) 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.

b) Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY SOGEI TO SUPPLIER FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM ALLEGING LIABILITY UNDER THIS SECTION IS RAISED BY EITHER PARTY.

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.

#### **ART 10. MISCELLANEOUS.**

a) Notices. All notices must be in writing and addressed to the following: For Supplier, the notice shall be addressed to Coursera Legal Dept. 381 E Evelyn Ave., Mountain View, CA 94041 Attn: Legal. For Sogei, the address for Sogei shall be either Sogei's billing information in the Agreement or another address provided by written notice stating the party's intention to change the notice address. 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 Supplier, a copy must also be sent to legal-notices@coursera.org.

b) 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: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning Party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

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

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

e) 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, and the remainder of this Agreement will continue in full force and effect.

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

g) No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

h) Equitable Relief. Nothing in this Agreement will limit either Party's ability to seek equitable relief.

i) Governing Law. This Agreement is governed by the laws of the United Kingdom. In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the London Court of International Arbitration Mediation Procedure, which Procedure is deemed to be incorporated by reference into this clause. If the dispute is not

settled by mediation within 60 days of the appointment of the mediator, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The governing law of the contract shall be English law. In any arbitration commenced pursuant to this clause, (i) the number of arbitrators shall be three; and (ii) the seat, or legal place, of arbitration shall be London, England.

j) Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement. 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. Any terms and conditions attached to a purchase order subsequently exchanged between the Parties for the Services shall have no effect.

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

l) 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.

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

SOGEI S.p.A.  
*Signatory Power*  
*Signatory Name*

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THE SUPPLIER – Coursera, Inc.  
*Signatory Power*  
*Signatory Name*

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