

UDACITY ENTERPRISE LICENSE AGREEMENT

Customer Name	
Effective Date	To Be Determined

This Enterprise License Agreement ("**Agreement**") is entered into by and between Udacity, Inc. ("**Udacity**") and the customer and its Affiliates ("**Customer**") and is effective as of the date specified above ("**Effective Date**").

1. INTRODUCTION. This agreement grants a license to Customer to use the Udacity Platform under the terms set forth herein and in the applicable Order Form. Subsequent orders may be placed through additional Order Forms under this Agreement. This Agreement shall govern Customer's initial purchase as of the Effective Date as well as any future purchases made by Customer that reference this Agreement.

2. DEFINITIONS.

"Affiliate" means an entity that controls, or is under the common control of, another entity such as a subsidiary, parent, or other affiliated entity or business. For purposes of this definition, "control" means having ownership of the majority of voting stock or assets of another entity or business.

"Applicable Data Privacy Laws" shall mean applicable national, federal, state and provincial laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data, including, without limitation, the California Consumer Privacy Act ("CCPA"), the General Data Protection Regulation ("GDPR"), and any European Union law or regulation that may be enacted to replace the EU Directive or the GDPR.

"Course Materials" means materials made available by Udacity in connection with an Online Course, including course descriptions, course videos, interactive features, student projects or other content.

"Customer Personal Data" shall mean Registration Data (i.e., name and email address of each student) provided by Customer to Udacity for the purpose of enrolling students to Udacity platform. Udacity does not receive any additional personal data from Customer other than data herein defined.

"Online Course" means an online learning program for a specific topic consisting of (i) Course Materials, (ii) access to tools for online collaboration between Students and other enrollees and (iii) online feedback and coaching from Udacity-selected course instructors, mentors and/or reviewers. Online Courses may be provided through the Udacity Platform, Third-Party Tools or other means designated by Udacity.

"Order Form" means a document incorporated into this Agreement or subsequently entered into under this Agreement, substantially in the form of Exhibit A, Attached.

"Purchase Order" means a document supplied by Customer for their internal administrative purposes to support Customer's accounting records and facilitate payment of invoices as set forth in Section 5. (Fees and Payments) below.

"Seat License" means access to the Online Courses during the applicable Seat License Subscription Term.

"Seat License Subscription Term" means the duration of Online Course access designated on the applicable Order Form.

"Services" means, without limitation, all information, content, services, and materials made available through any Udacity website, social media channels, or other online or onsite channels that enable Students to participate in any Udacity online educational programs, Online Courses and related services, or any part thereof.

"Skill Transformation Unit License" or "STU License" means access to the Online Courses during the applicable STU License Subscription Term.

"STU License Subscription Term" means the duration of Online Courses access designated on the applicable Order Form.

"Specifications" means either a specific document describing the services, or "descriptions, instructions, and/or documentation related to the delivery of the Services set forth in the applicable Udacity Website."

"Student" means a named enrollee in an Online Course.

"Third-Party Tools" means any non-Udacity website, application, software, or technology used in the provision of the Services, including but not limited to messaging, communications platforms, online resources and repositories, or programming language tools, translators or compilers.

“Udacity Platform” means the Udacity online learning platform accessible through www.udacity.com or any other sites or services identified by Udacity from time-to-time.

“Udacity User Terms” means the then-current version of Udacity’s Enterprise student terms of use at www.udacity.com/legal/enterprise-student-tou, privacy policies, user conduct code, honor code and other policies applicable to Students.

“Website” means www.udacity.com, classroom.udacity.com, www.knowlabs.com or other websites owned by Udacity and licensed under this Agreement.

3. LICENSE TO THE UDACITY PLATFORM.

3.1 License Grant. Subject to Customer’s compliance with this Agreement, Udacity hereby grants Customer, including Students, worldwide, non-exclusive, non-transferable, non-sublicensable limited right and license (a) to access, internally use and display the Services, including the content, at Customer’s location solely as necessary to participate in the Online Courses as permitted hereunder and indicated in the applicable Order Form, and (b) to download corresponding Course Materials. Customer must abide by all copyright notices, in any Online Course, or in the Course Materials. Customer may not delete any attributions, legal or proprietary notices on the Websites, in the Online Courses, or on the Course Materials. Customer is responsible under this Agreement for non-compliance with usage rights by its Students.

3.2 Customer Obligations. Customer may use the Udacity Platform only in accordance with the Agreement (including any Order Form) for its internal business purposes. Customer shall keep user ID and password information strictly confidential and not share such information with any unauthorized persons. Customer will not (and will not allow anyone else to): (a) rent, lease, copy, disclose, provide access to or sublicense the Udacity Platform; (b) use the Udacity Platform for the benefit of or to provide any service to a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Udacity Platform, except to the extent expressly permitted by applicable law (and then only upon advance notice to Udacity); (d) remove any product-identification or proprietary notice or legend from the Udacity Platform; (e) publicly disseminate information regarding the performance of the Udacity Platform.

4. STUDENT SUCCESS ACKNOWLEDGMENT.

4.1 Udacity’s provision of Online Courses is dependent on Customer identifying suitable Students and ensuring that such Students have sufficient time allocated in their schedules to complete Online Courses prior to the end of the applicable Seat License or STU License. Customer acknowledges that Udacity is not responsible for any Student not completing an Online Course during the applicable Seat License or STU License.

5. FEES AND PAYMENTS.

5.1 Fees. All fees are as set forth in the applicable Order Form and shall be paid by Customer within thirty (30) days of invoice, unless otherwise specified in the applicable Order Form. Except as expressly set forth in Section 7 (Limited Warranty), and Section 10 (Indemnification), all fees are non-refundable. Customer is required to pay any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Udacity. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. Udacity may enter into purchase orders directly from or with Customer’s Affiliates, who shall then be subject and party to this Agreement as if they were the Customer; provided however, Customer shall be a guarantor of all purchases by its Affiliates.

5.2 Customer Purchase Orders. No provision of any Customer Purchase Order or other business form employed by Customer will supersede the terms and conditions of the Agreement, and any such document relating to the Agreement shall be for administrative purposes only with no legal effect. If no Purchase Order number is supplied by Customer, Customer agrees to timely pay a proper submitted invoice without reference to a Purchase Order number.

6. TERM AND TERMINATION.

6.1 Term. The Agreement (including these Enterprise License Terms) is effective as of the Effective Date and expires on the date of expiration or termination of the Seat License Subscription Term or STU License Subscription Term.

6.2 Termination for Cause. Either party may terminate the Agreement (and all related Order Forms) if the other party (a) fails to cure any material breach of the Agreement (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

6.3. Effect of Termination. Upon any expiration or termination of the applicable Seat License, STU License or the Agreement, Customer shall immediately cease any and all use of and access to Udacity Materials made available in connection with the applicable Seat License or STU License, including the Udacity Platform and any Online Course. Customer acknowledges that following termination it shall have no further access to any Udacity Materials, and that Udacity may delete any such data as may have been stored by Udacity at any time. Furthermore, Customer acknowledges that upon any expiration or termination of the applicable Seat License, STU License or the Agreement, Students will not be able to access or complete any Online Course in progress. Except where an exclusive remedy is specified, the exercise of either party of any remedy under the Agreement, including termination, will be without prejudice to any other remedies it may have under the Agreement, by law or otherwise.

6.4. Survival. The following Sections shall survive any expiration or termination of the Agreement: 3.2 (Customer Obligations), 5 (Fees and Payment), 6 (Term and Termination), 7.2 (Warranty Disclaimer), 8.1 (Udacity Materials), 9 (Limitation of Remedies and Damages), 10 (Indemnification), 11 (Confidential Information) 12 (Data Privacy) and 14 (General Terms).

7. LIMITED WARRANTY.

7.1. Limited Warranty. Udacity warrants, for Customer's benefit only, that it will provide the Online Courses in substantial accordance with the Specifications, including any descriptions set forth on the applicable Order Form. Udacity's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, at no charge to Customer, for Udacity to use commercially reasonable efforts to correct the reported non-conformity, or if Udacity determines such remedy to be impracticable, either party may terminate the applicable Seat License or STU License and Customer shall receive as its sole remedy a refund of any fees Customer has pre-paid for use of such Seat License or STU License for the terminated portion of the applicable Seat License or STU License. The limited warranty set forth in this Section 7.1 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, or (ii) to access to Online Courses provided on a no-charge or evaluation basis.

7.2. Warranty Disclaimer.

a) EXCEPT FOR THE LIMITED WARRANTY IN SECTION 7.1, ALL ONLINE COURSES AND PERFORMANCE DATA ARE PROVIDED "AS IS". NEITHER UDACITY NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. UDACITY DOES NOT WARRANT THAT CUSTOMER'S OR ANY STUDENT'S USE OF ANY ONLINE COURSE WILL BE UNINTERRUPTED OR ERROR-FREE. UDACITY SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF UDACITY. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

b) UDACITY DOES NOT REPRESENT OR WARRANT THAT THE ONLINE COURSES WILL BE ACCURATE, COMPLETE OR CURRENT, MEET CUSTOMER'S NEEDS OR ACHIEVE CUSTOMER'S DESIRED RESULTS OR THAT ANY STUDENT WILL SUCCESSFULLY COMPLETE AN ONLINE COURSE. UDACITY IS NOT RESPONSIBLE FOR ANY DECISIONS CUSTOMER MAKES BASED ON PERFORMANCE DATA.

7.3. Third-Party Tools. Udacity may utilize Third-Party Tools (including, for example, Slack, GitHub or YouTube) as the subject matter, as tools related to the subject matter, or to deliver elements of Online Courses. These Third-Party Tools are neither included in nor provided as part of the Online Course or Seat License / STU License. While using Third-Party Tools Students may be subject to such providers' terms and conditions, and, in any event, Udacity is not responsible for the operation of, or any changes to, Third-Party Tools or the acts or omissions of Third-Party Tool providers.

8. INTELLECTUAL PROPERTY RIGHTS.

8.1. Udacity Materials. Customer agrees that Udacity or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to Online Courses, including training videos, Course Materials and the Udacity Platform, performance data, and any and all related and underlying technology, content and documentation; and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback (collectively, "**Udacity Materials**"). Except for the limited License rights expressly set forth in the Agreement, and notwithstanding any use of the words "purchase", "sale" or like terms, no other rights in any Udacity Materials are granted to Customer.

9. LIMITATION OF REMEDIES AND DAMAGES.

9.1. Consequential Damages Waiver. EXCEPT FOR ANY CLAIM ARISING FROM A PARTY'S BREACH OF ITS OBLIGATIONS IN SECTION 11 (CONFIDENTIAL INFORMATION), NEITHER PARTY (NOR ITS SUPPLIERS) SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9.2. Liability Cap. UDACITY'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THE AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO UDACITY DURING THE PRIOR TWELVE (12) MONTHS UNDER THE AGREEMENT.

9.3. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 9 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose.

10. INDEMNIFICATION.

10.1. Udacity Indemnification. Udacity shall defend Customer from and against any claim by a third party alleging that an Online Course when used as authorized under the Agreement infringes a copyright or trademark and shall indemnify Customer from and against any damages and costs awarded against Customer or agreed in settlement by Udacity (including reasonable attorneys' fees) resulting from such claim, provided that Udacity shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for Udacity to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of an Online Course is (or in Udacity's opinion is likely to be) enjoined, if required by settlement or if Udacity determines such actions are reasonably necessary to avoid material liability, Udacity may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using such Online Course; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Online Course that was paid by Customer but not rendered by Udacity. The foregoing indemnification obligation of Udacity shall not apply: (1) if such Online Course is modified by any party other than Udacity, but solely to the extent the alleged infringement is caused by such modification; (2) if such Online Course is combined with products or processes not provided by Udacity, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of such Online Course; (4) to any action arising as a result of Third-Party Tools or any third-party deliverables or components contained within such Online Course; or (5) if Customer settles or makes any admissions with respect to a claim without Udacity's prior written consent. THIS SECTION 10 SETS FORTH UDACITY'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless Udacity, its subsidiaries and affiliates, and each of their officers, directors, agents, employees, and assignees from any and all claims, liabilities, expenses and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of Customer's, including Students, (a) use or attempted use of the Services in violation of this Agreement, (b) use or attempted use of any code, program, data, information or any other Course Materials provided through the Services in a manner inconsistent with this Agreement, (c) violation of any law, (d) posting or otherwise making available to Customer, or Student, created material on or through the Services, including without limitation any claim of infringement of intellectual property or other proprietary rights, or (e) making available (in any form whatsoever) the Course Materials or any other content from the Udacity Platform or Online Courses to anyone outside of Customer or its Affiliates.

11. CONFIDENTIAL INFORMATION. Each party (as "**Receiving Party**") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Udacity Materials and the terms and conditions of the Agreement shall be deemed Confidential Information of Udacity without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under the Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Udacity, the subcontractors referenced in Section 14.10), provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 11 and that the Receiving Party remains responsible for compliance by any such

representative with the terms of this Section 11. The Receiving Party's confidentiality obligations shall not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

12. DATA PRIVACY. The parties acknowledge that any registration data (i.e., name and email address) for Students who reside in the EEA shall be subject to General Data Protection Regulations of the European Union ("GDPR"). With respect to registration data as between Customer and Udacity, Udacity will be considered a Data Processor and Customer the Data Controller; and Udacity agrees to the terms of EU Standard Contractual Clauses (Processor) attached as Exhibit B of this Agreement.

13. CO-MARKETING. During the Term, Customer grants Udacity the right to include Customer's name and logo on a list of Udacity customers provided however that any press releases or other public statements published by either party regarding the parties' relationship or this Agreement shall be agreed by the parties in writing prior to such publication.

14. GENERAL TERMS.

14.1. Assignment. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement without the advance written consent of the other party, except that either party may assign the Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign the Agreement except as expressly authorized under this Section 14.1 will be null and void.

14.2. Severability. If any provision of the Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that the Agreement shall otherwise remain in effect.

14.3. Governing Law; Jurisdiction and Venue. The Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Santa Clara County, California and both parties hereby submit to the personal jurisdiction of such courts.

14.4. Notice. Any notice or communication required or permitted under the Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section 14.4 and shall be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

14.5. Amendments; Waivers. No supplement, modification, or amendment of the Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to the Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

14.6. Entire Agreement. The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the Agreement. Customer acknowledges that the Online Course are online, License-based products, and that in order to provide improved customer experience Udacity may make changes to the Online Course.

14.7. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to pay fees for services rendered) if the delay or failure is caused by unforeseen events that occur after the signing of the Agreement and that are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, pandemic, epidemic, substantial failure or diminishment of electricity, telecommunications networks, or refusal of a license by a government agency.

14.8. Subcontractors. Udacity may use the services of third-party instructors, mentors, reviewers and other subcontractors and permit them to exercise the rights granted to Udacity in order to provide the Online Courses and the Udacity Platform under the Agreement, provided that Udacity remains responsible for (i) compliance of any such subcontractor with the terms of the Agreement and (ii) for the overall performance of Udacity as required under the Agreement.

14.9. Subpoenas. Nothing in the Agreement prevents Udacity from any disclosures to the extent required by law, subpoenas, or court orders, however Udacity will use commercially reasonable efforts to notify Customer where permitted to do so.

14.10. Independent Contractors. The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14.11. Export Control. In its use of the Udacity Platform, Customer agrees to comply with all export and import laws and regulations of the U.S. and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer shall not knowingly designate any employees as Students in violation of U.S. export laws, and (iii) Customer shall not submit to the Udacity Platform any information that is controlled under the U.S. International Traffic in Arms Regulations.

This Agreement and any Order Forms may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

UDACITY, INC.

2440 W. El Camino Real, Suite 101
Mountain View, CA 94040

CUSTOMER

Please provide address

Signature

Name (Print or Type)

Title

Primary Contact:
Email:

Signature

Name (Print or Type)

Title

Primary Contact:
Email:

Exhibit A - UDACITY STU LICENSE ORDER FORM

Udacity, Inc.
2440 W. El Camino Real, Suite 101
Mountain View, CA 94040
United States

Order Form Effective Date: Final signature date (below)
Order # For Udacity use only

Bill To	Invoices issued upon Order Form Effective Date.
Customer name Please provide address	

Online Course Licenses	Number of STU Licenses	STU License Start Date	STU License End Date	STU License Subscription Term	Rate	Ext. Amount
Enterprise Courses Available on Udacity Platform – See attached Price Book				[] months beginning on the STU License Start Date	\$	\$

Total: \$

Customer Purchase Order number: _____

If no Purchase Order is required, initial here to confirm payment per invoice terms above: _____

Skill Transformation Units (STUs)

Each Eligible Program has a STU value per learner as detailed in the Price Book attached. Customer's learners may use STUs to enroll in an Eligible Program at any time during the relevant subscription period provided the Customer has sufficient STUs remaining at the point of enrolment. Seven (7) days after enrolment, the STU value for the Eligible Program will be deducted from the total number of STUs acquired by the Customer for the relevant subscription period regardless of whether the learner completes the Eligible Program.

Post completion of an Eligible Program, the Customer's learners shall have standard access to the content of that Eligible Program for the remainder of the relevant subscription period. A learner may be unenrolled from an Eligible Program within seven (7) days of enrolment and the STUs relating to the unenrolled Eligible Program shall be added back to the Customer's available STU total. All STUs are non-transferable, non-cancellable, and non-refundable. All enrolments must be made prior to expiry of the relevant subscription period. The completion date for Eligible Programs with a total equivalent value of up to five percent (5%) of STUs purchased under this Order Form may be extended beyond the relevant subscription period by up to one-hundred and twenty (120) days from the date of enrolment.

Customer may purchase additional STUs during the relevant subscription period. All additional STUs shall be documented in a separate supplementary Order Form and invoiced as per the pricing detailed in that Order Form.

STUs are only valid for the relevant subscription period defined in the Order Form by which those STUs were purchased. The purchase of additional STUs via a separate supplementary Order Form will not extend the subscription period of any

other live Order Forms. All STUs which remain unused at the end of the relevant subscription period detailed in the Order Form shall automatically expire and cannot be carried across to any parallel or subsequent subscription period detailed in a separate supplementary Order Form.

Udacity reserves the right to amend the list of Eligible Programs at any time and at its sole discretion. If Udacity withdraws an Eligible Program, it will provide not less than 90 days' notice to Customer after which, Customer's learners may not enroll in that Eligible Program. Any learners enrolled in an Eligible Program prior to notice that the Eligible Program is to be withdrawn shall be granted continued access until the end of the relevant subscription period to complete the Eligible Program.

This order will automatically renew for the same license term, unless either party gives the other written notice of non-renewal at least 30 days prior to the end of the STU License Subscription Term. Customer shall send the notice of non-renewal via email to renewals@udacity.com.

THIS ORDER FORM is issued pursuant to, and governed by, the Enterprise License Agreement between Customer and Udacity, dated **To Be Determined**.

Acknowledged & Agreed

UDACITY INC.

CUSTOMER

By: _____
Signature

By: _____
Signature

Name (Print or Type)

Name (Print or Type)

Title

Title

Date

Date

Price Book

Eligible Program	School Tag	STU Price
nd0067: Full Stack JavaScript Developer	PROGRAMMING AND DEVELOPMENT	20
nd081: Cloud Developer using Microsoft Azure	CLOUD COMPUTING	20
nd000: Intro to Programming	PROGRAMMING AND DEVELOPMENT	15
nd002: Data Analyst	DATA SCIENCE	20
nd003: iOS Developer	PROGRAMMING AND DEVELOPMENT	25
nd028: Marketing Analytics	BUSINESS	20
nd032: Intermediate JavaScript	PROGRAMMING AND DEVELOPMENT	15
nd054: AI For Business Leaders	ARTIFICIAL INTELLIGENCE	20
nd072: SQL Program	DATA SCIENCE	10
nd088: AI Product Manager Program	PRODUCT MANAGEMENT	15
nd324: Security Analyst	CYBERSECURITY	20
nd891: Computer Vision	ARTIFICIAL INTELLIGENCE	25
nd9990: Cloud Developer	CLOUD COMPUTING	20
nd0821: Machine Learning DevOps Engineer	ARTIFICIAL INTELLIGENCE	20
nd025: Data Scientist	DATA SCIENCE	25
cd0236: Data Ingestion with Kafka & Kafka Streaming	DATA SCIENCE	7
nd229: Intro to Machine Learning with Pytorch	ARTIFICIAL INTELLIGENCE	15
nd027: Data Engineering	DATA SCIENCE	20
nd029: Data Streaming	DATA SCIENCE	10
nd030: Data Product Manager	PRODUCT MANAGEMENT	15
nd063: AWS Cloud Architect	CLOUD COMPUTING	20
nd098: Business Analytics	BUSINESS	15
nd104: Programming for Data Science with Python	DATA SCIENCE	15
nd113: Intro to Self-Driving Cars	AUTONOMOUS SYSTEMS	35
nd197: Data Visualization	DATA SCIENCE	20
nd213: C++	AUTONOMOUS SYSTEMS	25
nd803: Android Basics by Google	PROGRAMMING AND DEVELOPMENT	15
nd892: Natural Language Processing	ARTIFICIAL INTELLIGENCE	25
nd940: Android Kotlin Developer	PROGRAMMING AND DEVELOPMENT	25
nd9991: Cloud DevOps Engineer	CLOUD COMPUTING	20
nd008t: Predictive Analytics for Business	BUSINESS	20
nd018: Digital Marketing	BUSINESS	20

nd036: Product Manager Program	PRODUCT MANAGEMENT	20
nd038: Data Architect	DATA SCIENCE	20
nd064: Cloud Native Application Architecture Program	CLOUD COMPUTING	20
nd079: Java Programming	PROGRAMMING AND DEVELOPMENT	15
nd089: AI Programming with Python	ARTIFICIAL INTELLIGENCE	10
nd101: Deep Learning	ARTIFICIAL INTELLIGENCE	25
nd118: Programming for Data Science with R	DATA SCIENCE	15
nd1309: Blockchain Developer	PROGRAMMING AND DEVELOPMENT	25
nd144: Agile Software Developer	PROGRAMMING AND DEVELOPMENT	15
nd230: Introduction to Machine Learning with TensorFlow	ARTIFICIAL INTELLIGENCE	15
nd545: Introduction to Cybersecurity	CYBERSECURITY	20
cd0362: Management of Relational & Non-relational Databases	PROGRAMMING AND DEVELOPMENT	7
nd046: Cloud Computing for Business Leaders	CLOUD COMPUTING	20
nd045: Data Science for Business Leaders	DATA SCIENCE	20
nd256: Data Structures & Algorithms	DATA SCIENCE	20
nd320: AI for Healthcare	ARTIFICIAL INTELLIGENCE	30
nd321: Hybrid Cloud Engineer	CLOUD COMPUTING	15
cd0380: Communicating with Natural Language	ARTIFICIAL INTELLIGENCE	7
nd578: User Experience	PRODUCT MANAGEMENT	20
nd698: Security Engineer	CYBERSECURITY	20
nd350: Ethical Hacker	CYBERSECURITY	10
nd082: Cloud DevOps using Microsoft Azure	CLOUD COMPUTING	20
nd303: Intermediate Python	PROGRAMMING AND DEVELOPMENT	10
nd313: Sensor Fusion	AUTONOMOUS SYSTEMS	30
nd340: RPA Developer with UiPath	PROGRAMMING AND DEVELOPMENT	20
nd880: AI for Trading	ARTIFICIAL INTELLIGENCE	55
nd893: Deep Reinforcement Learning	ARTIFICIAL INTELLIGENCE	25
cd0020: Product Strategy for Product Managers	PRODUCT MANAGEMENT	7
nd037: Growth Product Manager	PRODUCT MANAGEMENT	15
cd0015: Data Wrangling	DATA SCIENCE	7
cd0016: Data Visualization	DATA SCIENCE	7
cd0017: Introduction to Data Science	DATA SCIENCE	7
cd0018: Data Engineering	DATA SCIENCE	7

cd0019: Experimental Design & Recommendations	DATA SCIENCE	7
cd0021: Introduction to Using SQL	DATA SCIENCE	7
cd0022: Introduction to Data	DATA SCIENCE	7
cd0024: Introduction to Python	DATA SCIENCE	7
nd0023: SQL for Data Analysis	DATA SCIENCE	7
cd0005: Practical Statistics	DATA SCIENCE	7
cd0000: Introduction to Data Analysis	DATA SCIENCE	7
cd0037: API Development & Documentation	PROGRAMMING AND DEVELOPMENT	7
cd0039: Identity Access Management	PROGRAMMING AND DEVELOPMENT	7
cd0158: Applying Data Science to Product Management	PRODUCT MANAGEMENT	7
cd0027: Product Design	PRODUCT MANAGEMENT	7
cd0025: Supervised Learning	ARTIFICIAL INTELLIGENCE	7
cd0026: Unsupervised Learning	ARTIFICIAL INTELLIGENCE	7
cd0038: Intro to Web Development	PROGRAMMING AND DEVELOPMENT	7
cd0041: Data Architecture Foundations	DATA SCIENCE	7
cd0384: Java Application Deployment	ARTIFICIAL INTELLIGENCE	7
cd0042: Delivering Value with Agile Planning & Prioritization	PRODUCT MANAGEMENT	7
cd0044: Concept to Low-Fidelity Prototyping	PRODUCT MANAGEMENT	7
cd0045: Product Launch	PRODUCT MANAGEMENT	7
cd0006: Progress, Communication, & Organizational Agility Introduction	PRODUCT MANAGEMENT	7
cd0040: Leveraging Data in Iterative Product Design	PRODUCT MANAGEMENT	7
cd0043: Foundations of Agile & Agile Frameworks	PRODUCT MANAGEMENT	7
cd0033: Data Governance	DATA SCIENCE	7
nd0011: Front End Web Developer	PROGRAMMING AND DEVELOPMENT	25
nd0013: Self Driving Car Engineer	AUTONOMOUS SYSTEMS	50
nd00333: Machine Learning Engineer with Microsoft Azure	ARTIFICIAL INTELLIGENCE	20
nd009t: Machine Learning Engineer	ARTIFICIAL INTELLIGENCE	20
nd019: React	PROGRAMMING AND DEVELOPMENT	15
nd035: Java Web Developer	PROGRAMMING AND DEVELOPMENT	20
nd209: Robotics Software Engineer	AUTONOMOUS SYSTEMS	30
cd0156: UX Fundamentals & Design Research	PRODUCT MANAGEMENT	7
cd0030: Spark & Data Lakes	DATA SCIENCE	7

cd0011: Large Python Codebases with Libraries	PROGRAMMING AND DEVELOPMENT	7
cd0184: Introduction to Python for AI Programmers	ARTIFICIAL INTELLIGENCE	7
cd0014: Advanced Data Analysis with Power BI	DATA SCIENCE	7
cd0029: Data Modeling	DATA SCIENCE	7
cd0055: Cloud Data Warehouses	DATA SCIENCE	7
cd0159: Establishing Data Infrastructure	PRODUCT MANAGEMENT	7
cd0012: Preparing & Modeling Data with Power BI	DATA SCIENCE	7
cd0157: Server Deployment & Containerization	PROGRAMMING AND DEVELOPMENT	7
cd0031: Automate Data Pipelines	DATA SCIENCE	7
cd0376: Data Security	CYBERSECURITY	7
cd0023: Using SQL for Data Analysis	DATA SCIENCE	7
cd0013: Creating Visualizations with Power BI	DATA SCIENCE	7
cd0229: Intro to Programming with Python II	PROGRAMMING AND DEVELOPMENT	7
cd0032: Designing Data Systems	DATA SCIENCE	7
cd0228: Intro to Programming with Python I	PROGRAMMING AND DEVELOPMENT	7
cd0046: SQL & Data Modeling for the Web	PROGRAMMING AND DEVELOPMENT	7
cd0288: Fundamentals of Defending Systems	CYBERSECURITY	7
nd331: Data Analysis & Visualization with Power BI	DATA SCIENCE	15
cd0002: Defending & Securing Systems	CYBERSECURITY	7
cd0010: Advanced Python Techniques	PROGRAMMING AND DEVELOPMENT	7
cd0036: Streaming API Development & Documentation	DATA SCIENCE	7
cd0282: Java Fundamentals	PROGRAMMING AND DEVELOPMENT	7
cd0232: Dashboard Design	DATA SCIENCE	7
cd0281: Introduction to Neural Networks with PyTorch	ARTIFICIAL INTELLIGENCE	7
cd0375: Introduction to Neural Networks with TensorFlow	ARTIFICIAL INTELLIGENCE	7
cd0372: Applying AI to EHR Data	ARTIFICIAL INTELLIGENCE	7
cd0001: Cybersecurity Foundations	CYBERSECURITY	7
cd0328: Data Structures	DATA SCIENCE	7
cd0004: Governance, Risk, & Compliance	CYBERSECURITY	7
cd0340: Android Basics: Networking	PROGRAMMING AND DEVELOPMENT	7
cd0327: Introduction to Artificial Intelligence	ARTIFICIAL INTELLIGENCE	7
cd0348: Fundamentals of Probabilistic Graphical Models	ARTIFICIAL INTELLIGENCE	7
cd0394: Security Architecture Planning & Design	CYBERSECURITY	7

cd0395: Enterprise Identity & Access Control	CYBERSECURITY	7
cd0373: Value Based Methods	ARTIFICIAL INTELLIGENCE	7
cd0397: Incident Response & Business Continuity Architecture Planning, Design & Implementation	CYBERSECURITY	7
cd0286: RPA Team Best Practices	PROGRAMMING AND DEVELOPMENT	7
cd0387: Deep Learning Topics with Computer Vision & NLP	ARTIFICIAL INTELLIGENCE	7
cd0378: Operationalizing Machine Learning on SageMaker	ARTIFICIAL INTELLIGENCE	7
cd0379: Computing With Natural Language	ARTIFICIAL INTELLIGENCE	7
cd0386: Developing your First ML Workflow	ARTIFICIAL INTELLIGENCE	7
cd0359: Object Tracking & Localization	ARTIFICIAL INTELLIGENCE	7
cd0034: Big Data Systems	DATA SCIENCE	7
cd0377: Introduction to Natural Language Processing	ARTIFICIAL INTELLIGENCE	7
cd0356: Security	CYBERSECURITY	7
nd0035: Enterprise Security		20
nd898: Artificial Intelligence		40
cd0003: Threats, Vulnerabilities, & Incident Response	CYBERSECURITY	7
cd0349: Adversarial Search	ARTIFICIAL INTELLIGENCE	7
cd0385: Introduction to Machine Learning	ARTIFICIAL INTELLIGENCE	7
cd0393: Enterprise Endpoint Security	CYBERSECURITY	7
cd0391: Enterprise Perimeter & Network Security	CYBERSECURITY	7
nd325: Privacy Engineer	DATA SCIENCE	10
nd992: Security Architect	CYBERSECURITY	20
nd090: Cloud Architect using Microsoft Azure	CLOUD COMPUTING	15
nd073: AI Engineer using Microsoft Azure	ARTIFICIAL INTELLIGENCE	15
cd0382: Introduction to R Programming	PROGRAMMING AND DEVELOPMENT	7
nd189: AWS Machine Learning Engineer	ARTIFICIAL INTELLIGENCE	25
cd0381: Advanced Java Programming Techniques	PROGRAMMING AND DEVELOPMENT	7
cd0357: Designing Infrastructure & Managing Migration	CLOUD COMPUTING	7
cd0284: Intro to RPA with UiPath	PROGRAMMING AND DEVELOPMENT	7
cd0285: UiPath Advanced Automation Techniques & Design	PROGRAMMING AND DEVELOPMENT	7
cd0341: Android Basics: Multi-Screen Apps	PROGRAMMING AND DEVELOPMENT	7
cd1756: Azure Applications	CLOUD COMPUTING	7

cd0354: Monolith to Microservices at Scale	CLOUD COMPUTING	7
cd0291: Monitoring, Logging & Responding to Incidents	CYBERSECURITY	7
cd0361: Advanced Computer Vision & Deep Learning	ARTIFICIAL INTELLIGENCE	7
cd0461: Building Computer Vision Solutions with Azure	ARTIFICIAL INTELLIGENCE	7
cd0462: Building NLP & Conversational AI Solutions with Azure	ARTIFICIAL INTELLIGENCE	7
cd0463: Knowledge Mining With Azure Cognitive Search	ARTIFICIAL INTELLIGENCE	7
nd0044: Full Stack Web Developer	PROGRAMMING AND DEVELOPMENT	25
nd087: Site Reliability Engineer	CLOUD COMPUTING	20
cd0358: Cost Optimization & Monitoring	CLOUD COMPUTING	7
cd0396: Infrastructure & Network Security Architecture Planning & Design	CYBERSECURITY	7
cd0233: Data Storytelling	DATA SCIENCE	7
cd0360: Introduction to Computer Vision	ARTIFICIAL INTELLIGENCE	7
cd0337: Data Visualization in Tableau	DATA SCIENCE	7
cd0455: Implementing Privacy in Software Applications	CLOUD COMPUTING	7
cd0392: Enterprise-Wide Application Security	CYBERSECURITY	7
cd0454: Organizational Privacy Engineering	CYBERSECURITY	7
cd0234: Advanced Data Storytelling	DATA SCIENCE	7
cd1898: Establishing a foundation in observability	CLOUD COMPUTING	7
cd1899: Planning for High Availability & Incident Response	CLOUD COMPUTING	7
cd1900: Self Healing Architectures	CLOUD COMPUTING	7
cd1901: Establishing a Culture of Reliability	CLOUD COMPUTING	7
cd0343: Android Basics: User Input	PROGRAMMING AND DEVELOPMENT	7
cd0342: Android Basics: User Interface	PROGRAMMING AND DEVELOPMENT	7
cd0345: Design for Performance & Scalability	CLOUD COMPUTING	7

Exhibit B – EU Standard Contractual Clauses**STANDARD CONTRACTUAL CLAUSES****Transfer controller to processor****SECTION I****Clause 1****Purpose and scope**

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')
- have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2**Effect and invariability of the Clauses**

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3**Third-party beneficiaries**

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8 – Clause 8.1(b), 8.9(a), (c), (d) and (e);
- (iii) Clause 9 – Clause 9(a), (c), (d) and (e);
- (iv) Clause 12 – Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18 – Clause 18(a) and (b)

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4 Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5 Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6 Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data

importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data

relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9 **Use of sub-processors**

- (a) **GENERAL WRITTEN AUTHORISATION** The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or

replacement of sub-processors at least 30 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

- (a) Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Ireland (specify Member State).
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name:	
Address:	
Contact person's name, position and contact details:	
Activities relevant to the data transferred under these Clauses:	Exports names and email addresses to data importer.
Signature and date:	
Role (controller/processor):	Controller

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name:	Udacity Inc.
Address:	2440 W El Camino Real, Suite 101, Mountain View, CA 94040 USA
Contact person's name, position and contact details:	Email: Legal@udacity.com DPO contact: DPO@udacity.com
Activities relevant to the data transferred under these Clauses:	Imports names and email addresses transferred by data exporter for processing on behalf of data exporter in connection with the data importer's online learning platform and related services.
Signature and date:	
Role (controller/processor):	Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

- Employees

Categories of personal data transferred

- Names and email addresses

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- None

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- Data is transmitted once, unless updates to the data are made over the life of the contractual relationship between the parties.

Nature of the processing

- Udacity offers online skills training programs and related services through an e-learning platform and processes personal data received from data exporter in connection with these offerings.

Purpose(s) of the data transfer and further processing

- Data exporter transfers names and email addresses to Udacity to register user accounts on the e-learning platform. Udacity processes the personal data to register user accounts, communicate with account holders about their accounts (including providing technical support and collecting voluntary feedback), and process certificates of completion for those who successfully complete skills training programs.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

- Data is stored until a valid request for deletion has been received. This enables Udacity to verify whether a learner has completed a skills training program upon request in the future. A learner can request deletion of their personal information at any time from their Udacity account.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- Transfers of names and email addresses to subprocessors are made for the purposes of providing Udacity's online skills training programs and related services.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

Data Protection Commission, Ireland

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

1. When processing personal data on behalf of data exporter in connection with the Services, Udacity has implemented and will maintain appropriate technical and organizational security measures for the processing of such data, including the measures specified in this Section to the extent applicable to Udacity's processing of personal data. These measures are intended to protect personal data against accidental or unauthorized loss, destruction, alteration, disclosure or access, and against all other unlawful forms of processing. Additional information concerning such measures may be specified in the Agreement.
2. Certifications. Udacity has been certified under ISO 27001 (International Information Security Standard) and ISO 27017 (Cloud Security Standard). Udacity has also been certified under TISAX (Trusted Information Security Assessment Exchange).
3. Physical Access Control. Udacity employs measures designed to prevent unauthorized persons from gaining access to data processing systems in which personal data is processed, such as the use of security personnel, secured buildings and data center premises.
4. System Access Control. The following may, among other controls, be applied depending upon the particular Services: authentication via passwords and the logging of access on several levels. For Services: (i) log-ins to Services Environments by Udacity employees and (ii) logical access to data centers is restricted and protected by firewall/VLAN.
5. Encryption Control. All personal data of the data exporter are encrypted in transit and at rest.
6. Input Control. The personal data source is under the control of the data exporter and is managed by secured file transfer (i.e., via web services or entered into the application) from the data exporter. Note that some Services permit the use of unencrypted file transfer protocols. In such cases, data exporter is solely responsible for its decision to use such unencrypted file transfer protocols to input data.
7. Data Backup. Back-ups are taken on a regular basis; back-ups are secured using technical controls.
8. Data Segregation. Personal data from different Udacity customers' environments is logically segregated on Udacity's systems.

DATA EXPORTER: _____

Name: _____

Authorized Signature: _____

DATA IMPORTER: Udacity Inc.

Name: _____

Authorized Signature: _____

ANNEX III

LIST OF SUB-PROCESSORS

#	Company Name and Address	Function	Country of data processing
1.	AWS (Amazon Web Services, Inc.), 410 Terry Avenue North, Seattle, WA 98109-5210	Cloud Infrastructure	USA
2.	Google Cloud (DoiT International), 640 W. California Avenue, Sunnyvale, CA 94086	Classroom Experience	USA
3.	Okta , 100 1st St., San Francisco, CA 94105	Single Sign-on Authentication	USA
4.	SurveyMonkey Inc. , One Curiosity Way, San Mateo, CA 94403	Survey Tool for Collection of User Feedback	USA
5.	Zendesk , 1019 Market Street, San Francisco, CA 94103	Customer Service and Support	USA
6.	Blueshift Labs, Inc. , 433 California St., Suite 600, San Francisco, CA 94104	Communication Management	USA