



DataCamp Inc.
350 Fifth Avenue, Suite 7730
New York, NY 10118

Subject: Content License Agreement

DataCamp provides a variety of online data science training, including interactive courses, challenges, projects, videos, and certifications.

Recently, we have discussed a collaboration between you and DataCamp to develop content for one of the offerings we provide. We have included the Content License Agreement that will formalize and govern our collaboration.

Please sign the agreement at your convenience and let us know if you have any questions. We look forward to working with you.

Sincerely,

Nick Carchedi
VP of Content

CONTENT LICENSE AGREEMENT

This Content License Agreement (this “**Agreement**”) is entered into on _____ (“**Effective Date**”) by _____ with its address at _____ (the “**Instructor**” or “**you**” or “**your**”) and DataCamp Inc., with its address at 350 Fifth Avenue, Suite 7730, New York, NY 10118 (“**DataCamp**” or “**we**” and its derivatives). You and we are each a “**Party**” and collectively, the “**Parties**”.

Capitalized terms not defined where first used are defined in ANNEX A.

1. Overview

This Agreement governs the Parties’ relationship regarding certain interactive online courses, projects, and other material you provide (collectively, “**Content**”) which will be described in an Exhibit (each, a “**Content Exhibit**”) substantially in the form of Annex B. Each Content Exhibit will include, at a minimum, the terms of the Revenue Share between the Parties, objective requirements for the Content to be provided (“**Specifications**”), and delivery timelines for such Content, and will become effective and subject to this Agreement when executed by the Parties. A Content Exhibit may modify provisions of this Agreement only if it expressly identifies the provisions to be superseded. You are not obligated to create or deliver Content until a Content Exhibit is executed.

2. Content License

2.1. License

Subject to the terms of this Agreement, you hereby grant us a nonexclusive, perpetual, worldwide, license to access, use, copy, reproduce, install, distribute, adapt, broadcast, commercialize, exploit, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the Content in connection with all DataCamp products and services, with the right to sublicense such rights to End Users and through multiple levels of sublicensees who participate in the delivery of our products and services to End Users (such as Affiliates, consultants, distributors, resellers), in all cases subject to this Agreement. You retain ownership of, and all other right and interest in, the Content.

2.2. Third Party Arrangements

You may enter into agreements with third parties to integrate or display the Content in or on an online learning platform other than ours, provided (a) that no such agreement impairs our rights under this Agreement and (b) in such case, the Revenue Share for any Content that is available on, or substantially similar to content you make available on, a third party site or platform will be reduced by 50%. You will promptly notify us if you enter into such an agreement.

3. Delivery and Updates

3.1. Delivery

You will make the Content available to us according to the schedule set forth in the applicable Content Exhibit. The Content will be of professional quality, conform to its Specifications, and follow the style and practices of existing DataCamp content, as described in any materials we supply.

3.2 Content Changes by DataCamp

We may modify the Content as we reasonably determine; however, we will submit all substantive changes to you for approval. If you do not object to the changes within 5 business days, we may post the Content as modified. We will credit you as the instructor for all Content you provide that we post to our Platform or otherwise make available.

3.3 Quality

If, in our sole judgment, the Content does not meet its Specifications, we will notify you in writing within 30 days after we receive it, including specific reasons for our rejection, and you will have 15 days after receiving our notice to revise and resubmit the Content. If we are not satisfied with the resubmission, we may terminate the relevant Content Exhibit (or portion thereof), without any further payment obligations with respect to such rejected Content.

3.4. Timeline

You should contact us as soon as possible if you anticipate any delay in meeting the delivery schedule in a Content Exhibit. If there is a delay of more than 10 business days, we may terminate the relevant Content Exhibit (or portion thereof), without any further payment obligations to you.

3.5. Updates

Updates to the Content may be required from time to time in our sole discretion.

If an update is required, you prepared the immediately preceding version of the Content, and the relevant Content Exhibit was not terminated (either partially or entirely) under Section 3.3 or 3.4, we will offer you the first opportunity to prepare the update. After you receive our request, you will have 10 business days to respond in writing. If you agree to provide the update, a delivery date for the update will be agreed upon in writing by the Parties, and the terms of the existing Content Exhibit will remain valid unless a new Content Exhibit is signed by the Parties. If you do not agree to provide the update (or do not respond within the 10-day period), we may engage another instructor to provide the update or prepare it ourselves, in which case we may (i) credit the reviser as co-instructor, and (ii) allocate a portion of the Revenue Share to the reviser, in proportion to the extent of the work done on the Content as displayed in its updated form.

3.6. Use of Content

We may choose to use or not use any Content in our sole discretion. If we do not use Content, the Revenue Share described in Section 5 and any other payments will not be due, with the exception of any prepayment already made according to the Content Exhibit.

4. Commercialization of Content

4.1. General

We may commercialize Content on or through our Platform or on or through any other platform, media or means, subject to the license granted in Section 2.1.

4.2. End User Agreement

We will grant each End User a license to use the Content under such terms as we may present and/or update from time to time, provided that those terms do not grant any rights to the End User inconsistent with this Agreement.

4.3. Advertising and Publicity

We may refer to or identify you in any advertising or publicity releases or promotional or marketing materials relating to the activities contemplated by this Agreement, consistent with your reasonable instructions and without any further compensation due to you.

5. Revenue Share, Payment, and Taxes

5.1. Revenue Share

In consideration for the licenses granted to us in this Agreement, you will receive the Revenue Share and any other payments defined in the relevant Content Exhibit. No other payments will be due under this Agreement.

5.2. Payment

All prices and payments are in US Dollars. Within 30 days of the end of each calendar quarter, we will (a) notify you of the total Revenue Share (and any other payments) due to you pursuant to the applicable Content Exhibit (this notice may be provided via the DataCamp instructor portal), and (b) transfer the total amounts due to your bank account (or other established payment method set forth in the Content Exhibit). Any Revenue Share will only be due and payable if we have received the relevant End User Fee for the applicable Content.

5.3. Taxes

If payments made to you are subject to VAT or equivalent taxes ("**Taxes**"), we will reduce the payments made to you solely as required for us to remit the Taxes and have the total amounts payable equal to the amounts set forth in the applicable Content Exhibit. Except for any Taxes we are required to collect and remit, you will report, pay and be solely responsible for any and all Taxes applicable to amounts received from us under this Agreement.

6. Term and Termination

6.1. Term

Unless terminated earlier under Section 6.2, this Agreement will continue in full force and effect for 3 years from the Effective Date, and will automatically renew for additional 1 year periods thereafter, unless terminated by either Party in writing no less than 30 days prior to the expiration of the then-current term.

6.2. Termination

Either Party may terminate this Agreement for a material breach of the other Party that remains uncured 30 days after receipt of a written notice of such breach.

6.3. Effect of Termination

Upon any expiration or termination of this Agreement, the license to the Content in Section 2, our right to commercialize the Content outlined in Section 4, and the Revenue Share obligations relating to any Content for which we continue to collect fees will remain in effect, with the exception of the Revenue Share obligations if we have terminated this Agreement for your breach of Section 7. Any other provision of the Agreement (and Content Exhibits, as applicable) that by its nature is intended to survive termination, such as limitations of liability and indemnification obligations, will do so.

7. Representations and Warranties

7.1. Mutual

Each Party represents and warrants that it (a) has full power and authority to enter into and perform its obligations under this Agreement, and that doing so does not violate any agreements that such Party may have with any third party, and (b) that it will maintain the confidence of any information about the other Party that a reasonable individual would recognize as being of a confidential or sensitive nature, and use that information only as required to fulfill its obligations hereunder.

7.2. By You

You represent and warrant that (a) you have all of the necessary rights to grant the licenses set forth in this Agreement; and (b) the Content does not infringe the IPR of any third party.

7.3. Disclaimer

Except for the express warranties made in Section 7.1, we expressly disclaim all warranties related to our products or services or otherwise arising under this Agreement, whether express or implied, including any implied warranty of merchantability, fitness for a particular purpose, and noninfringement.

8. Indemnity

You will defend us from any actual or threatened third party claim, proceeding, or suit arising out of or based upon an allegation that the Content as provided to us infringes or otherwise violates the IPR of a third party, including any damages awarded against us as a result of such claim, and the reasonable expenses (including attorney's fees) of defending such claim.

9. Limitation of Liability

9.1. Exclusion of Certain Damages

Except with respect to liability arising as a result of a breach of any representation or warranty under Section 7, or indemnification obligations under Section 8, in no event will either Party be liable hereunder for any indirect, incidental, special or consequential damages (including for lost profits or loss of business), or punitive damages, however caused and under any theory of liability, and regardless of whether such Party was advised of the possibility of such damages.

9.2. Limitation of Damages

Except with respect to indemnification obligations set forth in Section 8 or a Party's gross negligence, willful misconduct, or fraud, in no event will either Party's liability arising out of or in connection with this Agreement exceed the amount paid by us under this Agreement during the previous 12 months, such amount being prorated during the first year of this Agreement.

10. Miscellaneous

10.1. Notices

All notices intended to have legal effect with respect to this Agreement or any Content Exhibit must be in writing and addressed to the attention of the other Party's signee and the address listed, executed most recently and delivered in person, via registered mail (signature required, return receipt requested) or via commercial courier requiring signature on receipt (for example,

FedEx). Operational communications, including updating a Party's notice address, may be made via email.

10.2. Governing Law; Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without resort to its conflict of law provisions. Any dispute with regard to this Agreement will be submitted to one arbitrator for arbitration in New York, NY (USA) in accordance with the ICC Rules of arbitration then in effect. The award rendered by the arbitrator will be binding as between the Parties and judgment on such award will be entered in any court having jurisdiction thereof. The Arbitrator may award attorney's fees and costs to the prevailing Party. Notwithstanding the foregoing, any Party may seek immediate injunctive or other interim relief from any court of competent jurisdiction with respect to any matter for which monetary damages would not adequately protect such Party's interests or otherwise to enforce and protect IPR owned or licensed to such Party. ***You expressly agree to arbitration as set forth in this provision and acknowledge that you are waiving your right to a trial by jury and to bring any claims relating to this Agreement as a plaintiff or member of any class action.***

10.3. Relationship of the Parties

The Parties are independent contractors with respect to each other and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

10.4. Assignment

This Agreement may not be assigned by either Party without the written consent of the other, which may not be unreasonably withheld, except that DataCamp may assign this Agreement by operation of law in connection with any merger or sale of all (or substantially all) of DataCamp's assets.

10.5. Waiver; Severability

The failure of a Party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of the right or provision of such provision any other or subsequent breaches. If a court or other body of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

10.6. Entire Agreement; Modification

This Agreement, including all Content Exhibits, constitutes the entire agreement between the Parties, and supersedes all other communications, written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified or amended unless in writing and signed by the Parties.

10.7. Force Majeure

Neither Party will be liable for inadequate performance to the extent caused by a condition beyond the Party's control, for example, natural disaster, act of war or terrorism, riot, governmental action, or Internet disturbance, provided that the affected Party takes commercially reasonable steps to mitigate the effects of such condition.

10.8. Interpretation

Headings in this Agreement are for convenience only and do not affect its meaning. As used in this Agreement, "includes" or its derivatives is not exhaustive and merely illustrates a point and "may" means "has the right, but not the obligation, to."

10.9. Execution

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and such counterparts will together constitute one and the same instrument. An electronic copy (including a Portable Document Format (PDF) copy) of this Agreement, including the signature pages hereto, will be deemed to be an original.

By signing below, the Parties agree to be bound by the terms of this Agreement.

DataCamp



Signature

Nick Carchedi

Name

VP of Content

Title

Instructor

Signature

Name

Title

ANNEX A: Definitions

The capitalized terms listed below will have the following meanings:

“Affiliates” means any entity under common control of a Party, where “control” means the power to direct the policies and affairs of such entity, whether through the ownership of voting capital by contract or otherwise.

“Authoring Tools” means software tools provided by us to you to facilitate the creation of Content.

“End User” means the end user or subscriber of or to the Content.

“End User Fee” means the amount received by us from End Users for the sale or licensing of the Content – whether directly or through a reseller or other third party that makes the Content available

“IPR” means any and all intellectual property rights, whether registered or not, including any applications therefore, such as, without limitation, patents, copyrights, copyrights in software, database rights, design rights, semiconductor products, topographies, industrial designs, utility models, rights to know-how, and other similar or equivalent forms of protection, recognized under any applicable law in any country worldwide.

“Platform” means our web-based platform, an online interactive learning platform through which we provide a variety of online data science training, which includes but is not limited to a content authoring web interface and related tools, as well as all software pertaining thereto, called DataCamp.

ANNEX B: CONTENT EXHIBIT (COURSE)

This Content Exhibit is subject to and governed by the terms and conditions contained in the Content License Agreement (the “**Agreement**”) dated _____ by and between DataCamp Inc. (“**DataCamp**” or “**we**” and its derivatives) and _____ (the “**Instructor**” or “**you**” or “**your**”). You and we are each referred to in this Agreement as a “Party” and collectively as the “Parties”. This “**Content Exhibit**” is entered into as of and effective from _____ (“**Effective Date**”).

Capitalized terms not otherwise defined in this Annex B will have the meanings specified in the Agreement.

1. Content

1.1. Description

You agree to create a course tentatively titled _____ and including (but not limited to) the following topics:

1.2. Delivery Schedule

You agree to deliver all Content including course specs, exercises, slides, and scripts on or before _____ (“**Delivery Date**”). A schedule of intermediate deadlines (“**Due Dates**”) to be respected is included below:

1. Course specs by _____
2. A draft of all content for chapter 1 by _____
3. A draft of all content for all chapters by _____
4. A completed course satisfactory to us in form and content by _____

2. Revenue Share

2.1 Mechanism of Revenue Share Model

Each time a DataCamp subscriber completes the Content, DataCamp will pay you an amount equal to the Subscription Amount multiplied by the Royalty Rate, but in no event to exceed the Royalty Cap (“**Revenue Share**”), where:

- “**Subscription Amount**” means for a monthly subscriber the End User Fee in the calendar month in which the subscriber completed the applicable Content. For an annual subscriber, the Subscription Amount equals the End User Fee divided by twelve (12);
- “**Royalty Rate**” means the percentage of the subscription amount used to determine the gross royalty; and
- “**Royalty Cap**” means the maximum dollar amount to be paid as a royalty to the instructor.

Upon mutual agreement of both Parties, we may adjust the Revenue Share owed to you by applying a “Scaling Factor”, which will be a multiplier applied to the Revenue Share to determine the royalty paid to you. The Scaling Factor is initially set at 1 and the Scaling Factor may only be modified in an amendment signed by the Parties.

A summary of the Revenue Share calculation is as follows:

*Minimum of (Subscription Amount x Royalty Rate **OR** Royalty Cap) x Scaling Factor*

2.2 Revenue Share Rates

The relevant quantities for this Content Exhibit are set as follows:

- Royalty Rate: 33%
- Royalty Cap: US\$15
- Scaling Factor: 1

2.3 Alternative Forms

Due to the ever-evolving nature of the e-learning industry, it is impossible to contemplate all forms the Content may take. You agree to accept our reasonable interpretation of this Content Exhibit and the Agreement when calculating any payment due when the Content is published, distributed, displayed, or made accessible in forms not specifically addressed in this Content Exhibit.

2.4 Prepayment

We will pay you a prepayment against Revenue Share of _____. Prepayment will be due upon release of the course to End Users.

Signatures

DataCamp



Signature

Nick Carchedi

Name

VP of Content

Title

Instructor

Signature

Name

Title