

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 6/24/2022
by and between DataCamp Inc. (“**DataCamp**” or “**we**” and its derivatives) and Harrison Brown (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 6/24/2022 (“**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 Content for a course tentatively titled Manipulating Time Series Data in R and including, but not limited to, the following topics:

- Introduction to Time Series Data
- Time Series objects in R
- Subsetting, Extracting, and Resampling
- Rolling and Expanding windows

1.2. Delivery Schedule

You agree to deliver all Content including course specs, exercises, slides, and scripts on or before November 4, 2022 (“**Delivery Date**”). A schedule of intermediate deadlines (“Due Dates”) to be respected is included below:

1. Course specs by August 12, 2022
2. A draft of all content for chapter 1 by September 2, 2022
3. A draft of all content for all chapters by October 14, 2022
4. A completed course satisfactory to us in form and content by November 4, 2022

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 and further, in no event shall the aggregate payment amount for any calendar quarter determined in accordance with the preceding formula exceed the Aggregate 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: \$15 USD
- Aggregate Cap: \$ 3,000
- 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 of \$2,500. Prepayment will be payable upon release of the Content to End Users.

Signatures

DataCamp

DocuSigned by:
Jonathan Cornelissen
6C984C3ECABB4D4...
Signature

Jonathan Cornelissen
Name

Chief Executive Officer
Title

Instructor

DocuSigned by:
Harrison Brown
E5361A50B73B49B...
Signature

Harrison Brown
Name

Course Instructor
Title