



DataCamp, Inc.
350 Fifth Avenue, Suite 7720
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,



Jonathan Cornelissen
Chief Executive Officer

CONTENT LICENSE AGREEMENT

This Content License Agreement (this “**Agreement**”) is entered into on 6/24/2022
 (“**Effective Date**”) by Harrison Brown
 with its address at 140 Old Fairway Drive, Boone, North Carolina 28607
 (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 A Content Exhibit may modify provisions of this Agreement only if it expressly identifies the provisions to be superseded.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 intend to enter into such an agreement.

2.3. Option to Acquire Content

At our option, we may from time to time and on one or more occasions pay to you an amount
equal to two (2) times the most recent Revenue Share

as consideration for a Content Assignment. If you have any rights in the Content that cannot be assigned or licensed as part of a Content Assignment, you unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against us or our customers. In connection with such assignment and license you further agree to execute such other documents or take such other actions as we may request to perfect the assignment or license in any such Content, including a entering into a standard intellectual property assignment agreement. In the event you fail to execute any such documents, we are hereby irrevocably granted a power of attorney to execute such documents on your behalf.

Should we choose to exercise the option provided in this Section 2.3, your obligations under this Agreement and the applicable Content Exhibit(s) with respect to such Content and our obligation to continue to make any Revenue Share payments with respect to such Content shall end. Notwithstanding the foregoing, the license to the relevant Content in this Section 2, our right to commercialize the relevant Content outlined in Section 4, and any other provision of the Agreement (and Content Exhibit(s), as applicable) that by its nature is intended to survive termination, such as limitations of liability and indemnification obligations, will survive.

“Content Assignment” means (A) an unconditional and irrevocable assignment and transfer to us, free and clear of all liens, all right, title, and interest in and to one or more of the items of Content described in the Content Exhibit(s) subject to this Agreement, including the right to sue for injunctive relief and damages for infringement of any of such Content whether accruing before, on, or after the date of such assignment and transfer, together with all IPR related thereto and (B) if any IPR, including moral rights, in the Content cannot (as a matter of law) be assigned by you to us as provided in (A) above, an unconditional and irrevocable grant by you to us of an exclusive (even as to you), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to (1) to reproduce, create derivative works of, modify, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Content in any medium or format, whether now known or hereafter discovered or developed, (2) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Content, and (3) to exercise any and all other present or future rights in the Content.

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, in DataCamp's discretion, be required from time to time. During the Term you will provide reasonable updates to the Content as determined by us in our discretion. Any such updates will be subject to the same quality standards applicable to the Content, including the relevant provisions of this Section 3, as well as other specifications provided by us.

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 for a period of 3.5 years from the effective date of the relevant Content Exhibit, plus 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 following provisions shall survive such expiration or termination: the license to and our option to acquire the Content in Section 2, our right to commercialize the Content outlined in Section 4, and, unless otherwise specified in the relevant Content Exhibit, the Revenue Share obligations set forth in Section 5; provided that no Revenue Share obligations shall survive if we have terminated this Agreement or any Content Exhibit for your breach of any provision of this Agreement or any Content Exhibit. Any other provision of the Agreement (and Content Exhibit(s), 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 (including without limitation the right to license any of the Content created by your employees or contractors); (b) the Content does not infringe upon or misappropriate the IPR of any third party; and (c) the Content will be an original work of yours.

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

Instructor

DocuSigned by:

6C984C3ECABB4D4...
Signature

Jonathan Cornelissen
Name

Chief Executive Officer
Title

DocuSigned by:

E5361A50B73B49B...
Signature

Harrison Brown
Name

Course Instructor
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, which may exist, be created or recognized under any applicable law, whether contractual, statutory or common law, in any jurisdiction in the world, including: (a) rights associated with works of authorship (such as source code, software, blueprints, diagrams, flow charts, specifications or functional descriptions, ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, or software programs), including exclusive exploitation rights, copyrights and moral rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and industrial property rights; (e) right of publicity or privacy, database rights, design rights, semiconductor products, topographies, industrial designs, utility models, rights to know-how, and other similar or equivalent forms of protection and other proprietary rights in the Assigned Content of every kind and nature; and (f) all registrations, renewals, extensions, continuations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (e) above.

“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.