

CLEVER DEVELOPER AGREEMENT ADDENDUM FOR THE UNIVERSAL DATA SHARING AGREEMENT

This Universal Data Sharing Agreement Addendum (the “**Addendum**”) to either the Clever Developer Agreement or the Clever Services Agreement located at <https://clever.com/about/terms>, as applicable (the “**Agreement**”), by and between Clever Inc., a Delaware corporation with offices located at 1263 Mission Street, San Francisco, CA 94103 (“**Clever**”), and Ryzac, Inc. (d/b/a Codecademy, Inc.), a Delaware corporation with offices at 575 Broadway, 5th Floor, New York, New York 10012 (“**Developer**”), is made effective as of August 7, 2020 (the “**Effective Date**”) by and between Clever and Developer. The Agreement is amended to add as an addendum this Addendum. Except as they may be expressly modified herein, the terms of the Agreement will continue in full force and effect as specified in the Agreement and will apply to this Addendum. The parties agree as follows:

1. **Definitions.** The capitalized defined terms used in this Addendum will have the meanings set forth in this Section 2. Any capitalized defined terms not defined herein will have the meanings set forth in the Agreement.
 - 1.1. “**Clever Platform**” means either: (i) the “Clever Platform” as defined in the Clever Developer Agreement, or (ii) the “Services” as defined in the Clever Services Agreement located at <https://clever.com/about/terms>; depending on which agreement is applicable to Developer.
 - 1.2. “**School Rep(s)**” means a representative, teacher, employee or affiliate of a School District or local education agency who creates an account to use the Products on the Clever Platform.
 - 1.3. “**Products**” means those Developer Products which are provided to School Rep and are mutually agreed upon by Clever and Developer (via email acceptable).
2. **Terms Between Developer and School Rep**
 - 2.1. Developer Terms of Service. Clever agrees to provide a mechanism for School Reps to view and consent to the Developer’s terms of service (“**Developer TOS**”) prior to or during the account creation process with the Product. To enable this mechanism, Developer agrees to provide Clever with a valid URL where the Developer TOS for each Product is available online. Developer is solely responsible for maintaining the Developer TOS at the URL provided and for maintaining access thereto.
 - 2.2. Universal Data Sharing Agreement and Student Data Schedule. The terms and conditions located at <https://clever.com/universal-dsa> (the “**Universal Data Sharing Agreement**”) will govern the relationship between Developer and each School Rep as it relates to the Products, including without limitation each Developer’s use of and responsibilities regarding the data and information provided to Developer by each School Rep and End User. The School Rep will be notified, upon creation of an account with the Product, that Clever will transfer to Developer the certain data elements set forth in the documentation available at <https://dev.clever.com/v2.0/docs/clever-library-faq>. **By agreeing and entering into this Addendum, Developer acknowledges and hereby agrees that Developer has read, understood, and agrees to be bound by the Universal Data Sharing Agreement with each School Rep.**
 - 2.3. Modification of Universal Data Sharing Agreement. Clever may periodically modify the Universal Data Sharing Agreement. If such modifications are material, as determined by Clever, then Clever will provide Developer written notice of such modifications (the “**Notice**”). Within fifteen (15) business days after the date of the Notice, Developer may provide Clever with written notice of its intent to terminate this Addendum and such termination will become effective thirty days after such notice. After the expiration of such fifteen business days, the foregoing right to terminate will no longer apply and the modified Universal Data Sharing Agreement will apply to all existing and future School Rep.
 - 2.4. Parties to Developer TOS and Universal Data Sharing Agreement. Developer agrees that: (i) the Developer TOS and the Universal Data Sharing Agreement will become a binding contract by and between Developer and each School Rep when each School Rep creates an account with Developer and the Products, (ii) Clever is not a party to the Developer TOS or the Universal Data Sharing Agreement, and (iii) Clever has no responsibility or obligation to enforce the Developer TOS or Universal Data Sharing Agreement against School Rep or End Users. Developer represents and warrants that Developer

will comply with the terms and conditions of the Developer TOS and the Universal Data Sharing Agreement as they apply to each School Rep.

2.5. Indemnification Related to Developer TOS and Universal Data Sharing Agreement. Developer agrees to indemnify and hold Clever and its affiliates and their officers, directors, employees, and agents harmless from any and all claims proceedings, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of a third party claim arising from or in connection with: (i) the Developer TOS and/or the Universal Data Sharing Agreement, and (ii) Developer's violation of the rights of any third party. Clever agrees to indemnify and hold Developer and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, proceedings, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of a third party claim arising from or in connection with: (i) Clever's violation of any applicable law, rule, or regulation as such relates to this Addendum, and (ii) Clever's infringement or misappropriation of any third-party intellectual property rights. The parties agree that the limitation of liability provision in the Agreement will not apply to the foregoing indemnification obligations. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed. The other party may join in the defense with its own counsel at its own expense.

2.6 Governing Law. Notwithstanding anything to the contrary in the Agreement, the parties agree that the arrangement contemplated by the Addendum will be governed by the laws of the State of New York, without respect to its conflict of laws principles. The parties agree to submit to the personal jurisdiction of the federal and state courts located in New York City, New York, for any actions related to this Addendum.

3. **Representations and Warranties.** In addition to each party's representations and warranties set forth herein and in the Agreement, each party represents and warrants that: (i) it has the necessary licenses, rights, consents, and permissions to grant the rights herein and to carry out its obligations and activities hereunder, and (ii) its services and the interaction with, access to, or use of the Products (for Developer) and the Clever Platform (for Clever) does not and will not violate any law, rule, or regulation. Developer further represents and warrants that the Products do not contain any viruses, adware, spyware, back door, time bomb, drop dead device, worms, or other malicious code or any content or file or system that provides a method to circumvent any security features of the Clever Platform (including without limitation any End User privacy settings), or that may obtain unauthorized access to any School Rep or End User device, computer or data.

4. **Term and Termination of Addendum**

4.1. Term. Unless terminated in accordance with the Agreement or this Addendum, this Addendum will have the same term set forth in the most current active Order Form. If no active Order Form exists, then this Addendum will have a term that will continue for one year after the Effective Date of this Addendum and thereafter will automatically renew for additional one-year terms unless: (i) either party gives the other party written notice of its intent not to renew this Addendum at least ninety (90) days prior to the end of the then current term, or (ii) this Addendum is specifically superseded by a new Addendum.

4.2. Effect of Termination. Upon expiration or termination of this Addendum for any reason whatsoever, all licenses and rights granted hereunder will terminate immediately and all exercise of activities permitted under such licenses will cease. Following the effective date of termination or expiration of this Addendum, Developer will resume full control of all School Rep's (and their End Users') use of the Products.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to sign this Addendum as set forth below.

Ryzac, Inc. (d/b/a Codecademy, Inc.)

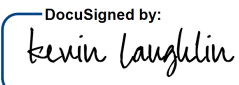
By: 

Name: Zach Sims

Title: Co-Founder & CEO

Email: Zach Sims | Zach@codecademy.com

Clever Inc.

By: 
37251B4332534F9...

Name: Kevin Laughlin

Title: CFO

Email: kevin.laughlin@clever.com

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