



Offer valid through:

17-Apr-2020

Proposed by:

Spencer Ivey

Email:

spencer.ivey@udemy.com

Order Form for Perris Union High School District

| Primary Contact (End User) | Billing Contact | Shipping Contact |
|---|---|--|
| Dawn Bray Purchasing Director dawn.bray@puhsd.org (951) 443-7526 | Perris Union Billing Team nwadmins@puhsd.org 155 East Fourth St. Perris, California 92570 United States | Joseph Williams joseph.williams@puhsd.org 155 East Fourth St. Perris, California 92570 United States |

| Subscription Period | |
|-----------------------------------|-------------------------------|
| License Start Date: 21-Apr-2020 | License End Date: 20-Apr-2023 |
| Annual per License Cost: \$324.00 | |

| Payment Details |
|--|
| Billing Frequency: Annual |
| Payment Method: EFT/ACH |
| Payment Terms: Net 30 from date of invoice |

| Product Order Description | Annual License Price | Term (months) | Term License Price | Quantity | Total Price (\$USD) |
|-----------------------------|----------------------|---------------|--------------------|----------|---------------------|
| Udemy for Business Licenses | \$324.00 | 36 | \$972.00 | 23 | \$22,356.00 |
| ORDER TOTAL: | | | | | \$22,356.00 |

Additional Terms and Conditions

- Services under this Order Form are provided pursuant to the Master Services Agreement located at <https://www.udemy.com/terms/ufb/>, unless the parties have executed a separate agreement to govern Udemys provision of the services.
- Services under this Order Form shall not renew automatically.
- Udemys shall not include Customer in a list of customers, identify Customer as a user of UFB, or post Customers name or logo on its website or in promotional materials, without the prior written consent of Customer.
- Future incremental add-on or renewal orders after the subscription period (as set forth above) shall be subject to the subscription standard price in effect at time of purchase.
- Fees listed above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice.
- This Order Form replaces and supersedes the Order Form entered into between the parties dates April 16, 2020.

| Perris Union High School District | UDEMY, INC. |
|--|--------------------|
| Signature: | Signature: |
| Name: Dawn Bray | Name: |
| Title: | Title: |
| Date: | Date: |



[Terms of Use \(/terms/\)](/terms/)

[Privacy Policy and Cookie Policy \(/terms/privacy/\)](/terms/privacy/)

[Intellectual Property Policy \(/terms/copyright/\)](/terms/copyright/)

[Udemy API Agreement \(/terms/api/\)](/terms/api/)

[Master Services Agreement \(/terms/ufb/\)](/terms/ufb/)

[Udemy for Business Privacy Statement \(/terms/ufb-privacy/\)](/terms/ufb-privacy/)

[Instructor Terms \(/terms/instructor/\)](/terms/instructor/)

[Affiliate Terms & Conditions \(/terms/affiliate/\)](/terms/affiliate/)

[Credits Program \(/terms/credits/\)](/terms/credits/)

[Pricing and Promotions Policy \(https://www.udemy.com/support/115013339928/\)](https://www.udemy.com/support/115013339928/)

Master Services Agreement

This Agreement was last updated on March 11, 2020.

This Master Services Agreement ("**Agreement**") governs the access and use of Udemy for Business and Udemy for Government.

1. **Definitions.** As used in this Agreement, the following terms have the meaning set forth below.

- a) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- b) "**Customer**" means the party entering into an Order Form with Udemy, or otherwise signing up to use the Services.
- c) "**Courses**" means the online courses provided by Udemy as part of the Services.
- d) The "**Fees**" means the amounts payable by Customer to Udemy for access to the Services.
- e) "**Order Form**" means the ordering document mutually executed by Udemy and Customer, specifying: (1) the Fees payable by Customer to Udemy for provision of the Services, (2) the duration of the Services to be provided by Udemy to Customer, (3) the number of Users authorized to access the Services, and (4) other billing and payment information regarding Udemy's provision of the Services to Customer.
- f) "**Personal Data**" means any personal data that Customer submits into the Services.
- g) The "**Services**" means Udemy for Business or Udemy for Government, a platform for online education provided by Udemy that includes the Courses.
- h) "**Udemy**" means Udemy, Inc., or one of its affiliates.
- i) "**Users**" means the employees and contractors that Customer authorizes to access and use the Services.

2. **Provision of the Services.** Udemy agrees to make the Services available to Customer and its Users pursuant to the terms of this Agreement, and as specified in an Order Form. In the event that Customer is purchasing a subscription to the "Team Plan" version of the Services, then Customer acknowledges and agrees that certain features generally available in the Services may not be available to Customer.

3. **Restrictions.** Customer shall not, nor shall it permit its Users to:

- a) Copy, distribute, create derivative works, hack, or modify the Services or any of the Courses,
- b) Input any inappropriate, infringing, offensive, racist, hateful, sexist, pornographic, defamatory or libelous content into the Services,
- c) Scrape, spider, or utilize other automated means of any kind to access the Services, including but not limited to accessing API endpoints for which Customer or its Users have not been provided authorization by Udemy,
- d) Use the Services for benchmarking or any other similar competitive purposes, or in order to build a competitive product to the Services,
- e) Share login access to the Services among multiple individuals, transfer a User license (except in connection with a change of job assignment or termination of employment), or otherwise permit any party other than the Users to use the Services,
- f) Use or access the Services in a U.S. embargoed country or in violation of any U.S. export law or regulation, or allow any individual that is on a U.S. government denied-party list to use the Services,
- g) Introduce any computer code, file, or program that may damage the Services,
- h) Use the Services in any manner that is unlawful or that infringes the rights of others, or
- i) Permit any individual that is under the age of 13 years old to use the Services.

4. **Violations of Restrictions.** In the event that Udemy determines that Customer or any of its Users has violated the restrictions set forth in Section 3 above, Udemy reserves the right to terminate or suspend access to the Services for Customer or the relevant Users.

5. **Fees.** Customer will pay the Fees as set forth in one or more Order Forms. All fees are payable in US dollars. In the event that Customer is late in making payments, then Udemy reserves the right to charge the greater of 1.5% interest per month or the maximum interest permitted by law, and Customer will be liable for all third-party collection costs.

6. **Taxes.** The Fees and other amounts required to be paid hereunder do not include any amount for taxes, including any applicable sales, use, excise, or other transaction-based tax ("Taxes") or levy (including interest and penalties). Customer agrees to pay all amounts payable under this Agreement free and clear of all deductions or withholdings or rights of counter claim or set-off, unless required by law. If a deduction or withholding is so required, then Customer agrees to pay such additional amount as to ensure that the net amount received and retained by Udemy equals the full amount that Udemy would have received had the deduction or withholding not been required. Customer shall reimburse Udemy and hold Udemy harmless for Taxes or levies to which Udemy is required to collect or remit to applicable tax authorities. This provision does not apply to Udemy's income, franchise and employment taxes or any taxes for which Customer is exempt provided Customer has furnished Udemy with a valid tax exemption certificate. To the extent a taxing authority changes their position or taxing policy requiring Udemy to collect a Tax or levy from Customer, Udemy will add the Tax or levy to the Customer invoice.

7. **Confidentiality.**

a) **Scope of Confidentiality.** Each party agrees that all code, inventions, know-how, or business, technical, and financial information disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**"), constitute the confidential information of the Disclosing Party ("**Confidential Information**"), provided that it is either identified as confidential at the time of disclosure, or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed. Personal Data is considered Confidential Information. Confidential Information will not, however, include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party, (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party, (3) is already in the possession of the Receiving Party at the time of disclosure by the Discloser, (4) is obtained by the Receiving Party from a third party without a known breach of the third party's obligations of confidentiality, or (5) is independently developed by the Receiving Party without use of or reference to the Confidential Information. The Receiving Party may disclose the Disclosing Party's Confidential Information if required by law so long as the Receiving Party gives the Disclosing Party prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure.

b) Non-Use and Non-Disclosure. Except as expressly authorized herein or as necessary to perform its obligations hereunder, the Receiving Party agrees to: (1) not disclose any Confidential Information to third parties, and (2) not use Confidential Information for any purpose other than as necessary to exercise its rights or perform its obligations hereunder.

c) Processing of Personal Data. Notwithstanding the provisions of this section, Customer agrees that Udemey may process Personal Data as necessary for: (1) storage and other processing necessary to provide, maintain, and update the Services, and (2) the provision of customer and technical support to Customer regarding the Services. To the extent that Customer is subject to a local data privacy law (including but not limited to the General Data Protection Regulation or the California Consumer Privacy Act), then Customer agrees to request from Udemey a data protection agreement prior to providing any Personal Data to Udemey.

8. **Term and Termination**

a) Duration of Term. This Agreement will commence on the Effective Date, and will continue until all Order Forms hereunder have expired or have been terminated. The duration of the Services will be specified in each applicable Order Form. Unless otherwise specified in an applicable Order Form, and with the exception of Customers on the Udemey for Business Team plan that have disabled auto-renewal within the Services, Order Forms will renew automatically for additional terms of one year, unless terminated by either party by giving at least 30 days written notice prior to the end of the then-current term.

b) Termination for Material Breach. Either party may terminate this Agreement and any applicable Order Forms in the event that the other party materially breaches this Agreement, by providing 30 days written notice, unless such breach is cured during such 30 day notice period. In the event that Customer terminates this Agreement or any Order Form due to material breach by Udemey, then Customer will be entitled to receive a pro-rated refund for Services not rendered past the termination date. Sections 5-11 and 15-18, as well as any accrued rights to payment, will survive any termination or expiration of the Agreement.

9. **WARRANTY DISCLAIMER**. EXCEPT AS OTHERWISE AGREED UPON BY THE PARTIES, UDEMEY PROVIDES THE SERVICES AS-IS AND DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICE, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES RELATING TO MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AVAILABILITY.

10. **Limitation of Liabilities**. NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR: (1) ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR (2) ANY AMOUNTS IN EXCESS OF THE FEES PAID OR PAYABLE BY CUSTOMER TO UDEMEY IN THE 12 MONTHS PRIOR TO THE DATE THE RELEVANT CLAIM AROSE.

11. **Indemnification**

a) Udemey's Indemnification Obligations. Udemey agrees to defend Customer for all third party claims arising from an allegation that Customer's use of the Services as permitted under this Agreement infringes upon a third party's intellectual property rights ("***Claim Against Customer***"), and indemnify Customer from any damages, reasonable attorney fees, and costs incurred by Customer as a result of a Claim Against Customer. In the event that the Services become subject to a third-party intellectual property claim, or Udemey believes that the Services will become subject to such a claim, then Udemey may elect to: (1) modify the Services so that they are no longer allegedly infringing, (2) obtain a license for Customer's continued use of the Services, or (3) terminate this Agreement or any applicable Order Forms, and provide Customer a pro-rated refund for Services not rendered past the termination date. This section states Udemey's sole liability to the Customer with respect to a claim that any part of the Services infringes the intellectual property rights of a third party.

b) Customer's Indemnification Obligations. Customer agrees to defend Udemey for all third-party claims arising from Customer's violations of Sections 3(a) and 3(b) of this Agreement ("***Claim Against Udemey***"), and indemnify Udemey from any damages, reasonable attorney fees, and costs incurred by Udemey as a result of a Claim Against Udemey.

c) Requirements for Indemnification. In order for the indemnification obligations hereunder to apply, the party seeking indemnification must: (1) promptly tender a claim for indemnification, (2) allow the indemnifying party sole control of the defense or settlement of the underlying claim, and (3) reasonably assist with any defense or settlement of the underlying claim at the indemnifying party's request and expense.

12. **Anti-Corruption**. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. Upon learning of any violation of this restriction, Customer agrees to promptly notify Udemey's legal department, by emailing legal@udemey.com (<mailto:legal@udemey.com>).

13. **Publicity.** Customer grants Udemmy the right to use Customer's company name and logo as a reference for marketing or promotional purposes on Udemmy's website and in other promotional materials.

14. **Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations hereunder to the extent caused by a condition that is beyond a party's reasonable control, including but not limited to natural disaster, civil disturbance, acts of terrorism or war, labor conditions, failure by a third party hosting provider or utility provider, governmental actions, interruption or failure of the Internet or any utility service, or denial of service attacks.

15. **Assignment.** Neither this Agreement nor any of the rights and licenses granted under this Agreement may be transferred or assigned by either party without the other party's express written consent (not to be unreasonably withheld or delayed), except, however, that either party may assign this Agreement and all Order Forms under this Agreement without the other party's consent to an Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any other attempt to transfer or assign this Agreement will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be deemed null and void, and the remaining provisions of this Agreement shall remain in effect.

17. **Governing Law Venue, and Attorney's Fees.** This Agreement and any disputes arising under it will be governed by the laws of the State of California without regard to its conflict of laws provisions, and each party consents to the personal jurisdiction and venue of the state or federal courts located in San Francisco, California. In the event of any dispute between the parties regarding the terms of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties are expressly cancelled. This Agreement and any mutually executed Order Forms shall apply in lieu of the terms or conditions in any purchase order or other documentation that Customer provides, and all such terms and conditions are null and void and superseded by this Agreement and any mutually executed Order Forms. This Agreement, or any part thereof, may be modified by Udemmy at any time, including the addition or deletion of terms at any time, and such modifications, additions or deletions will be effective immediately upon posting.

 English 

Top companies choose [Udemmy for Business \(https://business.udemy.com/request-demo/?locale=en_US&ref=footer-ad&mx_pg=terms\)](https://business.udemy.com/request-demo/?locale=en_US&ref=footer-ad&mx_pg=terms) to build in-demand career skills.



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