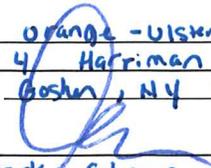


Initial
DP



Discovery Education Distribution Agreement (the "Agreement") between Discovery Education, Inc. ("Discovery") and the BOCES ("Distributor")

| | |
|--|--|
| Region: <u>Orange - Ulster BOCES</u> | Discovery Education, Inc. |
| Address: <u>4 Harriman Drive</u> <u>Goshen, NY 10924</u> | <u>4350 Congress St. Suite 700</u> <u>Charlotte, NC 28109</u> |
| Signature:  | Signature: <u>Megan Haller</u> <small>D661C3CCE063464</small> |
| Name: <u>Mark Coleman</u> | Name: <u>Megan Haller</u> |
| Title: <u>Assistant Superintendent</u> | Title: <u>Global Head of Operation</u> |
| Date: _____ | Date: <u>June 5, 2025</u> |

- Subject to the terms and conditions of this Agreement, Discovery grants to Distributor the limited, non-exclusive, non-transferable right and license, during the Term (as defined below), to market and sublicense up to three (3) year subscriptions to the Discovery Education Services ("DE Services" as described below) to public schools located in the BOCES' service area within the State of New York (the "Territory"). For the sake of clarity, no subscription shall extend beyond the Term of this Agreement. "DE Services" means, collectively, the Discovery Education Services and Pricing listed in Exhibit A of this agreement.
- The subscribing schools and school districts (the "Subscribers") within the Territory, and the educators, administrators, and students (except students in the case of the Discovery product known as "Mystery Science") thereof enrolled in the school(s) (collectively, "Users") shall have access during the Term to those DE Services in Exhibit A to which Subscriber has purchased a subscription (together, Subscriber's "Subscription Package"). The Distributor and each Subscriber shall agree to and comply with Discovery Education Inc.'s Standard Terms of Service and License, located at <https://www.discoveryeducation.com/terms-and-conditions/> ("Standard Terms"). Distributor shall ensure that Subscribers and Users agree to and comply with the Standard Terms, as applicable.
- Term:** 7/01/2025, through and including 6/30/2028, (the "Term").
- Fees:** The Distributor shall pay Discovery the Fees according to the Subscription Package the Subscriber orders. The Fees shall be calculated on a per-school basis as set forth in Exhibit A (the "Fees").
- Purchase, Rate, and Downgrade Terms:** Public schools in the Territory or school districts may lock in certain pricing listed in the Services and Pricing section pursuant to the following dates. If a BOCES purchases a product on behalf of a school or district in the period beginning July 1, 2025 and ending June 30, 2026, then that school or district can lock in the 2025-2026 rates for that product until June 30, 2027. If a BOCES purchases a product on behalf of a school or district in the period beginning July 1, 2026 and ending June 30, 2027, then that school or district can lock in the 2026-2027 rates for that product until June 30, 2028. New Subscribers shall only have the option of purchasing Discovery Education Experience (DE.X) or Discovery Education Experience Bundle. Discovery Education Streaming (DES) can only be renewed by current DES Subscribers who possess a valid license during the 2025-26 school year. All pricing beginning July 1, 2025 through June 30, 2028 will be at the discretion of Discovery Education.
- Meetings and Marketing:** Distributor shall, at least twice per school year for each year of the Term, make all necessary arrangements for certain Discovery personnel (selected by Discovery in its sole discretion) to present within the Distributor's Territory (the "Discovery Presentation"). The Distributor shall provide to Discovery a schedule and brief description of the upcoming meetings including the district personnel expected to be in attendance where a Discovery Presentation would be appropriate, and Discovery shall select, in its reasonable judgment and in coordination with the Distributor representative, which meetings to attend. Distributor shall market Discovery Education Services to schools in the Territory, using BOCES created materials or materials provided by Discovery for such purpose. Distributor shall use reasonable effort to provide two half (1/2) day user group trainings for Discovery Education Services to school district personnel in the Community.
- Payment of Fees:** The Distributor shall pay the Fees within 30 days of Distributor's receipt of Discovery's invoice. The Distributor will have the right to charge each subscribing school in its Territory a fee for the Subscription Package. While the Distributor has the primary responsibility to pay Discovery the Fees, if the Distributor fails to pay Discovery within 30 days of receipt of Discovery's invoice, the Subscriber shall be liable and responsible for paying the Fees. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. Discovery reserves to take all actions allowed under law to recover such fees including bringing suit against the Distributor and/or the Subscriber to recover the Fees. In the event Discovery shall prevail in any such action, Discovery shall be entitled to recover its legal fees and costs.



8. **Adding Schools:** Distributor may add schools within its Territory to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a "School Notice," and which may be submitted in the form of a purchase order or email). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. The term of the license for additional schools will be from the date they are added until the earlier of twelve (12) months later or June 30, 2028, the end of the Term. Fees for additional schools will be prorated based upon the number of months in the term of the License for such additional schools. The Fees for the additional schools shall be due and payable to Discovery no later than thirty (30) days after the commencement date. The Fees for any Renewal Term shall be at Discovery's then current, applicable rates, as provided by Discovery and in accordance with applicable law.
9. **Adding Services:** Discovery may add to or delete from the list of DE Services without a written or signed modification to this Agreement. If there are any additions or deletions, Discovery will notify Distributor via email and/or update the online version of the DE Services spreadsheet to which Distributor will have access.
10. **Entire Agreement:** This Agreement and its exhibits, together with the Standard Terms and any BOCES specific terms attached to this Agreement and signed by Discovery, constitute the complete and exclusive terms between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties (except in the case of adding or deleting DE Services as described in Section 9 above). In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms of this Agreement or the Standard Terms applicable to any DE Service. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then current Standard Terms, the terms of this Agreement shall control.

Please sign Exhibit B along with the signed Order Form.

EXHIBIT B

NEW YORK DATA PRIVACY AGREEMENT

Orange-Ulster BOCES

and

DISCOVERY EDUCATION, INC.

This Data Privacy Agreement ("DPA") is by and between the BOCES listed in the space provided above, ("BOCES"), an Educational Agency, and Discovery Education, Inc. ("Contractor"), collectively, the "Parties".

ARTICLE I: DEFINITIONS

As used in this DPA, the following terms shall have the following meanings:

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
2. **Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
3. **Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
4. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
5. **Educational Agency:** As defined in Education Law 2-d, a school, board of cooperative educational services, school, charter school, or the New York State Education Department.
6. **Eligible Student:** A student who is eighteen years of age or older.
7. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
8. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
9. **Parent:** A parent, legal guardian or person in parental relation to the student.
10. **Personally Identifiable Information (PII):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family

Educational Rights and Privacy Act, 20 U.S.C 1232g, and Teacher or Principal APPR Data, as defined below.

- 11. Release:** Shall have the same meaning as Disclose.
- 12. School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
- 13. Student:** Any person attending or seeking to enroll in an Educational Agency.
- 14. Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
- 15. Subcontractor:** Contractor's non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
- 16. Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

ARTICLE II: PRIVACY AND SECURITY OF PII

- **Compliance with Law.**

In order for Contractor to provide certain services ("Services") (as listed in Exhibit A) to BOCES pursuant to the BOCES Purchase Contract ("Service Agreement"); Contractor may receive PII regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); New York Education Law Section 2-d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.

- **Authorized Use.**

Contractor has no property or licensing rights or claims of ownership to PII, and Contractor must not use PII for any purpose other than to provide the Services set forth in the Service Agreement. Neither the Services provided nor the manner in which such Services are provided shall violate New York law.

- **Data Security and Privacy Plan.**

Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner that complies with New York State, federal and local laws and regulations and BOCES's policies. Education Law Section 2-d requires that Contractor provide BOCES with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data security and privacy requirements.

- **BOCES's Data Security and Privacy Policy**

State law and regulation requires BOCES to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with BOCES's data security and privacy policy and other applicable policies.

- **Right of Review and Audit.**

Upon request by BOCES, Contractor shall provide BOCES with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. In addition, Contractor may be required, no more than once per calendar year and during normal working hours, to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, BOCES's policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework performed by an independent third party at Contractor's expense, and provide the audit report to BOCES. Contractor may provide BOCES with a recent industry standard independent audit report on Contractor's privacy and security practices as an alternative to undergoing an audit.

- **Contractor's Employees and Subcontractors.**

- (a) Contractor shall only disclose PII to Contractor's employees and subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and subcontractors have entered into written agreements with Contractor.
- (b) Contractor must ensure that each subcontractor performing functions pursuant to the Service Agreement where the subcontractor will receive or have access to Student Data will abide by the Contractor's Student Data Protection Addendum, found at <https://www.discoveryeducation.com/data-%20protection-addendum/> that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point, to the Contractor's knowledge, a subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify BOCES and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements set forth herein.
- (d) Contractor shall take full responsibility for the negligent acts and omissions of its employees and subcontractors as it relates to this Data Privacy Agreement and the underlying Agreement.
- (e) Contractor must not disclose PII to any other party unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify BOCES of the court order or subpoena in advance of

compliance but in any case, provides notice to BOCES no later than the time the PII is disclosed, unless such disclosure to BOCES is expressly prohibited by the statute, court order or subpoena.

- **Training.**

Contractor shall ensure that all its employees and Subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

- **Termination**

The obligations of this DPA shall continue and shall not terminate for as long as the Contractor or its sub-contractors retain PII or retain access to PII or it is replaced by another data agreement.

- **Destruction of Data.**

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to BOCES, and Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to BOCES, unless such retention is either expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, or expressly requested by BOCES for purposes of facilitating the transfer of PII to BOCES or expressly required by law.
- (b) If applicable, upon expiration or termination of the Service Contractor or upon request by the BOCES, Contractor agrees to destroy all PII when the purpose that necessitated its receipt by Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors, Contractor shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Upon request, Contractor shall provide BOCES with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that Contractor and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

- **Commercial or Marketing Use Prohibition.**

Contractor agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose.

- **Encryption.**

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

- **Breach.**

- (a) Contractor shall promptly notify BOCES of any Breach of PII without unreasonable delay no later than ten (10) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the contact information for representatives who can assist BOCES. Notifications required by this section must be sent to BOCES's Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify BOCES shall be subject to a civil penalty pursuant to Education Law Section 2-d. The Breach of certain PII protected by Education Law Section 2-d may subject the Contractor to additional penalties.
- (b) Notifications required under this paragraph must be provided to BOCES at the following address:

Name: Forrest Addor

Title: Director of Technology

Address: 4 Harriman Drive
Roseton, NY 10924

Email: Forrest.Addor@ouboCES.org

Cooperation with Investigations.

Contractor agrees that it will cooperate with BOCES and law enforcement, where necessary, in any investigations into a Breach. Any reasonable costs incidental to the required cooperation or participation of the Contractor or its' Authorized Users, as related to such investigations, will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

- **Notification to Individuals.**

Where a Breach of PII occurs that is attributable to Contractor, Contractor shall pay for or

promptly reimburse BOCES for the full reasonable cost of BOCES's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law Section 2-d and 8 NYCRR Part 121.

- **Termination.**

The confidentiality and data security obligations of the Contractor under this DPA shall survive any termination of this DPA but shall terminate upon Contractor's certifying that it has destroyed all PII.

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

1. **Parent and Eligible Student Access.**

Education Law Section 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by BOCES. To the extent Student Data is held by Contractor pursuant to the Service Agreement, Contractor shall respond within sixty (60) calendar days to BOCES's requests for access to Student Data so BOCES can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify BOCES and refer the Parent or Eligible Student to BOCES.

2. **Bill of Rights for Data Privacy and Security.**

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Appendix A and Appendix B, respectively, and incorporated into this DPA. Contractor shall complete and sign Appendix B and append it to this DPA. Pursuant to Education Law Section 2-d, BOCES is required to post the completed Appendix B on its website.

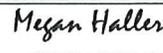
ARTICLE IV: MISCELLANEOUS

1. **Priority of Agreements and Precedence.**

In the event of a conflict between and among the terms and conditions of this DPA, including all Appendixes attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

2. **Execution.**

This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

| EDUCATIONAL AGENCY | CONTRACTOR |
|---|---|
| By:  | By:  <small>Signed by:</small> |
| Name: <i>Mark Goleman</i> | <small>0001e3cccf003404...</small> Megan Haller |
| Title: <i>Assistant Superintendent</i> | EVP, Global Ops |
| Date: | Date: June 5, 2025 |

APPENDIX A - Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student’s personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student’s name or identification number, parent’s name, or address; and indirect identifiers such as a student’s date of birth, which when linked to or combined with other information can be used to distinguish or trace a student’s identity. Please see FERPA’s regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student’s education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education’s Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student’s identifiable information.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to the BOCES directly (ii) Complaints may also be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

| | |
|----------------------|--|
| CONTRACTOR | |
| Signature: | Signed by:  |
| Printed Name: | D661C3CCF063464... Megan Haller |
| Title: | EVP, Global Ops |
| Date: | June 5, 2025 |

APPENDIX B

**BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY -
 SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE
 INFORMATION**

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, the Educational Agency is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

| | |
|---|---|
| Name of Contractor | Discovery Education, Inc. |
| Description of the purpose(s) for which Contractor will receive/access PII | To provide digital educational services such as Discovery Education Experience, Mystery Science, Pivot Interactives, Science, Math and Social Studies Techbook, and Professional Development. |
| Type of PII that Contractor will receive/access | Check all that apply: <input checked="" type="checkbox"/> Student PII for Discovery Education; but Mystery Science does not collect Student Data. <input type="checkbox"/> APPR Data |
| Contract Term | Contract Start Date <u>July 1, 2025</u> Contract End Date <u>June 30, 2028</u> |
| Subcontractor Written Agreement Requirement | Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input type="checkbox"/> Contractor will not utilize subcontractors. <input checked="" type="checkbox"/> Contractor will utilize subcontractors. |
| Data Transition and Secure Destruction | Upon expiration or termination of the Contract and upon request of BOCES, Contractor shall securely delete and destroy Student Data. |
| Challenges to Data Accuracy | Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting BOCES. If a correction to data is deemed necessary, BOCES will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving BOCES’s written request. |
| Secure Storage and Data Security | Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) <input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party. <input type="checkbox"/> Using Contractor owned and hosted solution <input type="checkbox"/> Other: |

| | |
|--------------------------|--|
| | <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: Only authorized employees with role-based access control/privileges can view unencrypted district data. Discovery Education employs a role-based authentication system and system setting privileges follow suit. Account administrators have capabilities to control content (title exclusion), student access (search and search filters), download permissions and restrictions, as well as user management for the entire account. Site administrators have the same privileges for their site. Teachers may control their individual user profiles and manage classrooms and student user accounts. Only administrators may run reports within the administrative interface to see usage by user. In combination with periodic security risk assessments, Discovery Education uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed, and mitigated on an ongoing basis. Discovery Education also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention. Discovery Education gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery Education uses this information to update and improve its risk assessment strategy and control processes. In the event of an actual data breach, there is a comprehensive cybersecurity incident response plan in place that includes communication to relevant parties.</p> |
| <p>Encryption</p> | <p>Data will be encrypted while in motion and at rest.</p> |

| | |
|-----------------------------|--|
| <p>CONTRACTOR</p> | |
| <p>Signature:</p> | <p>Signed by: <i>Megan Haller</i></p> |
| <p>Printed Name:</p> | <p>D061C3CCF063464... Megan Haller</p> |
| <p>Title:</p> | <p>EVP, Global Ops</p> |
| <p>Date:</p> | <p>June 5, 2025</p> |

Initial
DP

RIDER TO DISCOVERY EDUCATION DISTRIBUTION AGREEMENT
BETWEEN
DISCOVERY EDUCATION, INC.
AND
ORANGE-ULSTER BOCES

To the extent that the provisions of this Rider are inconsistent with the attached Distribution Agreement (including any terms of services or terms of use or any other policies, terms, agreements, or understandings referenced therein) (“the Contract”) between Discovery Education, Inc. (“the Contractor”) and Orange-Ulster BOCES (“BOCES”) to which this Rider is attached, the provisions of this Rider will control. The Contract and this Rider are collectively hereinafter referred to as the “Agreement.”

1. Indemnification: To the fullest extent permitted by law, the Contractor indemnifies and will defend (with counsel selected by BOCES) and hold harmless BOCES, its employees, agents, representatives and BOCES Board members from any and all third party liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorney’s fees and disbursements) to the extent, arising from any negligent claims, disputes, or causes of action of whatever nature arising, in whole or in part, from the performance of the Contractor’s Services hereunder, any material breach of this Agreement or the New York Data Privacy Agreement (annexed to the Contract as Exhibit B) by the Contractor or the action of, or the failure to act by the Contractor, the Contractor’s representatives or employees, or anyone for whose acts the Contractor may be liable.

In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from the Contractor pursuant to the provisions of this Paragraph, BOCES will promptly notify the Contractor of the legal proceeding, claim or demand, and give the Contractor an opportunity to defend and settle same without any cost to BOCES, and will extend reasonable cooperation to the Contractor in connection with the defense, which will be at the expense of the Contractor. In the event that the Contractor fails to defend the same within 30 calendar days of receipt of the notice, BOCES will be entitled to assume the defense thereof, and the Contractor will be liable to repay BOCES for all its expenses reasonably incurred in connection with the defense to which it is entitled under this Agreement (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). However, BOCES shall not settle a legal proceeding, claim, or demand without the prior written consent of the Contractor if the proposed settlement involves any one or more of the following: (i) imposes any admission of fault or liability on the Contractor; (ii) adversely affects the Contractor’s business reputation or operations; (iii) restricts or impairs the Contractor’s intellectual property rights or licenses, including any rights in or to proprietary software, data, or technology; (iv) imposes any financial obligation on the Contractor, including but not limited to payment of damages, fines, fees, or costs; (v) requires the Contractor to comply with any non-monetary obligations, equitable remedies, or injunctive relief; or (vi) names the Contractor as a party to the settlement or imposes any obligations directly or indirectly on the Contractor. The failure of BOCES to notify the Contractor of a legal proceeding, claim or demand will not relieve the Contractor of any obligation that the Contractor has pursuant to this Paragraph unless and only to the extent that the failure to notify the Contractor materially prejudices the Contractor.

The Contractor may settle the claim without the consent or agreement of BOCES, unless it would (i) impose any admission of fault or liability on the BOCES; (ii) result in injunctive relief or other equitable remedies or otherwise require BOCES to comply with restrictions or limitations that

adversely affect the BOCES, (iii) require BOCES to pay amounts that the Contractor does not fund in full, or (iii) not result in BOCES' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement. In all other cases, the Contractor agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of BOCES (which consent will not be unreasonably withheld).

All of the provisions of this Paragraph will survive the expiration or sooner termination of this Agreement.

2. Review of Records: BOCES will have the right to examine any or all records or accounts maintained by the Contractor in connection with this Agreement, upon request, at the Contractor's principal place of business, and no more than once per year.

3. Insurance: The Contractor will obtain and keep in full force and effect during the term of this Agreement, at the Contractor's sole cost and expense, the following insurance:

- a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate
\$2,000,000 products/completed operations
\$1,000,000 personal and advertising injury
\$100,000 fire damage
\$10,000 medical expense
The general aggregate must apply on a per-project basis (where applicable).
- b. **Automobile Liability Insurance**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation (C-105.2 and U-26.3) and N.Y.S. Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the State. The form can be completed and submitted directly to the Workers' Compensation Board online.
- d. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Contractor performed pursuant to this Agreement for BOCES. If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage must remain in effect for three calendar years following the completion of work.
- e. **Cyber Liability**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional services of the Contractor performed pursuant to the Agreement. If the policy is written on a claims-made basis, the retroactive date must pre-date the inception of the Agreement. Coverage must remain in effect for three years following the completion of work.

f. **Fidelity and Cyber Crime Insurance**

\$1,000,000 per claim with no aggregate. For dishonest acts of the Contractor's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include BOCES's property.

g. **Excess Insurance**

\$3,000,000 each occurrence and aggregate. Excess coverage must be on a follow-form basis or provide broader coverage over the required general liability and professional liability coverages.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of BOCES as an additional insured on the Contractor's insurance policies, with the exception of workers' compensation, N.Y. State disability, and professional and cyber liability. Each policy naming BOCES as an additional insured must:

- be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed in New York State; and
- state that the Contractor's coverage is primary and non-contributory coverage for BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of BOCES for all coverages including workers' compensation.

BOCES must be listed as an additional insured by using endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with BOCES. A completed copy of the endorsement must be attached to the certificate of insurance and the certificate must state that the endorsement is being used. At BOCES's request, the Contractor will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.

Any applicable deductibles and self-insured retentions for insurance coverage and policies that this Agreement requires Contractor to maintain and the payment thereof, shall be the sole responsibility of the Contractor.

If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

The Contractor acknowledges that failure to obtain the foregoing insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages and all legal remedies available to BOCES. The Contractor must provide BOCES with proof satisfactory to BOCES that the above requirements have been met, prior to the commencement of work or use of BOCES facilities. The failure of BOCES to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by BOCES. Upon request, the Contractor

will provide BOCES with a copy of the Contractor's applicable insurance policies including any endorsements, modifications, or exclusions thereto.

4. Safeguarding Information: Neither the Contractor nor BOCES will use or disclose any information concerning the Services pursuant to this Agreement for any purpose which is prohibited by Federal and State statutes and/or regulations.

5. Termination:

- a. This Agreement may be terminated by BOCES "for cause" upon the occurrence of any of the following events:
 1. Upon BOCES delivering written notice to the Contractor of a material breach by the Contractor of any of the policies, rules and regulations of BOCES relating to the health or safety of students or BOCES employees, and such breach is not cured within five (5) days after receipt of notice thereof from BOCES;
 2. Upon the Contractor's breach of the Contractor's obligations to provide the insurance coverage set forth in the Agreement, and such breach is not cured within ten (10) business days after receipt of notice thereof from BOCES;
 3. Upon the Contractor's breach of any of the Contractor's obligations pursuant to, or violation of, any applicable State or federal law or regulation, and such breach is not cured as soon as practicable but no later than thirty (30) days after receipt of notice thereof from BOCES; or
 4. Thirty calendar days after the Contractor has received written notice from BOCES that the Contractor has materially breached any of the Contractor's other obligations hereunder unless, within the 30 calendar day period, the Contractor cures the breach to BOCES's satisfaction.
- b. This Agreement may be terminated, at any time, by either party for convenience upon 30 calendar days' written notice to the Contractor.

6. No Assignment: In accordance with the provisions of General Municipal Law § 109, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of the Contractor's rights, title, or interest in this Agreement, or the Contractor's power to execute this Agreement to any other person or corporation without the previous consent in writing from BOCES, which consent shall not be unreasonably withheld.

7. Negotiated Agreement: This is a negotiated Agreement. It will not be construed against any party by reason of this Agreement being prepared by that party's attorney. Each party warrants that it/he/she has full power to execute, deliver and perform this Agreement and has taken all actions required by law, organizational documents or otherwise to authorize the execution and delivery of this Agreement.

8. Entire Agreement/Modification: The Agreement contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations, written or oral, by and between the parties. In the event that any part of the Agreement references terms of service or terms of use or any other policies, terms, agreements or understandings, the applicable policies, terms, agreements or understandings are those

that were in effect on the date of the Contract, unless the applicable policies, terms, agreements or understandings were modified pursuant to this Paragraph. This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

9. Execution: The Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement. The Agreement may be executed by facsimile or PDF signature, each of which will constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Rider.

ORANGE-ULSTER BOCES

By: _____

Date: 6/13/25

DISCOVERY EDUCATION, INC.

Signed by:
By: Megan Haller
D661C3CCF063464...

Date: June 5, 2025