



STANDARD STUDENT DATA PRIVACY AGREEMENT

TX-NDPA v1r6

School District or LEA

Cypress-Fairbanks ISD

and

Provider

Discovery Education, Inc.

STANDARD STUDENT DATA PRIVACY AGREEMENT

TX-NDPA

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the "Effective Date") and is entered into by and between:

[Cypress-Fairbanks ISD], located at [10300 Jones Road Houston, Texas 77065] (the "Local Education Agency" or "LEA")
 and Discovery Education, Inc. 4350 Congress Street, Suite 700, Charlotte,
 NC 28209
 [], located at [] (the "Provider").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
 - ☒ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H". (Optional)**
 - ☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

STANDARD STUDENT DATA PRIVACY AGREEMENT

TX-NDPA

The designated representative for the LEA for this DPA is:

Name: Charles Franklin Title: Assistant Superintendent of Technology & Information Services

Address: 10300 Jones Road Houston, Texas 77065

Phone: 281.897.4000

Email: dpa@cfisd.net

The designated representative for the Provider for this DPA is:

Name: Megan Haller Title: EVP, Global Ops

Address: 4350 Congress Street, Suite 700, Charlotte, NC 28209

Phone: 800-323-9084

Email: _____

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA:

By: 

Date: 7/17/25

Printed Name: Charles Franklin

Title/Position: Assist. Superintendent of Technology & Information Services

Provider:

By: 
D661C3CCF063464...

Date: July 16, 2025

Printed Name: Megan Haller

Title/Position: EVP, Global Ops

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect

to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
 - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
 - (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

Exhibit "H", the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"**DESCRIPTION OF SERVICES**

Discovery Education Experience, our flexible K-12 learning platform, provides compelling high-quality content, ready-to-use digital lessons, unique collaboration tools, and professional learning resources to give teachers everything they need to facilitate instruction and create a lasting educational impact. Built for all learners, grade levels, subject areas, and interests, Experience brings new excitement and relevance to the topics you teach and lets you reach and engage every student wherever learning is taking place.

Science Techbook is a breakthrough K-12 digital science textbook that changes the way students and teachers experience real-world science phenomena, boosting achievement and igniting interest in the exploration of cross-cutting science concepts.

Social Studies Techbook is a comprehensive, standards-aligned, core curricular resource that uses an inquiry-based approach to enhance literacy and critical thinking skills. Courses in this digital social studies textbook include U.S. History, World History, Civics and Government, and World Geography and Cultures.

Math Techbook is a highly engaging, digital math textbook that connects students to math through real-world problems worth solving. Using a balanced approach to instruction, Math Techbook combines conceptual understanding, procedural fluency, and application to help all students develop a long-lasting mastery of mathematics.

STEM Connect encourages students to develop and apply solutions to real challenges facing the world. Relatable + Real The challenges posed to students progress from Grades K to 8. Younger students are faced with more personal, local issues. Whereas middle school students are pushed to solve more complex, global challenges. Students are also asked to personalize solutions to fit community and local needs.

Pivot Interactives provides supplemental science laboratory activities for students in grades 6-12.

SCHEDULE OF STUDENT DATA

All Data Elements identified in this Exhibit are correct at time of signature.

Data Elements Collected by Product (required and optional):

Category of Data / Data Elements	DreamBox Math	Reading Park	Reading Plus	Mystery Science	DE Experience/ Techbooks	Sandbox AR	Pivot
Application Technology MetaData							
IP Addresses of users, use of cookies, etc.	X	X	X	X	X		X
Other application technology metadata	X	X	X	X	X	X	
<i>If 'Other' checked, please specify below checked box:</i>	Browser or OS type	Browser or OS type	Browser or OS type	Browser or OS type	Browser or OS type	Browser or OS type	
Application Use Statistics							
Meta data on user interaction with application	X	X	X	X	X	X	X
Assessment							
Standardized test scores	optional						
Observation data	X	X	X				
Voice recordings							
Other assessment data					X		X
<i>If 'Other' checked, please specify below checked box:</i>					Internal Assessment Platform		In app only
Attendance							
Student school (daily) attendance data							

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Category of Data / Data Elements	DreamBox Math	Reading Park	Reading Plus	Mystery Science	DE Experience/ Techbooks	Sandbox AR	Pivot
Student class attendance data							
Communication							
Online communication captured (emails, blog entries)					X		X - in app only
Conduct							
Conduct or behavioral data							
Demographics							
Date of birth			optional				
Place of birth							
Gender	optional	optional	optional				
Ethnicity or race			optional				
Language information (native, or primary language spoken by student)	X (English and Spanish)		optional				
Other demographic information							
<i>If 'Other' checked, please specify below checked box:</i>							
Enrollment							
Student school enrollment	X	X	X				
Student grade level	X	X	X		X		
Homeroom							
Guidance counselor							
Specific curriculum programs	X	X					
Year of graduation							

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Category of Data / Data Elements	DreamBox Math	Reading Park	Reading Plus	Mystery Science	DE Experience/ Techbooks	Sandbox AR	Pivot
Other enrollment information							
If 'Other' checked, please specify below checked box:							
Parent/Guardian Contact Information							
Address	optional						
Email	optional				X		
Phone	optional						
Parent/Guardian ID							
Parent ID number (created to link parents to students)	optional						
Parent/Guardian Name							
First and/or last	optional						
Schedule							
Student scheduled courses	X	X	X				
Teacher names	X	X	X		X		
Special Indicator							
English language learner information			optional				
Low-income status			optional				
Medical alerts/health data							
Student disability information			optional				
Specialized education Services (IEP or 504)			optional				
Living situations (homeless/foster care)							
Other indicator information							

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Category of Data / Data Elements	DreamBox Math	Reading Park	Reading Plus	Mystery Science	DE Experience/ Techbooks	Sandbox AR	Pivot
If 'Other' checked, please specify below checked box:							
Student Contact Information							
Address							
Email			optional				X
Phone							
Student Identifiers							
Local (school district) ID number	X	X	X		X		optional
State ID number							
Provider/app assigned student ID number	X	X	X		X		
Student app username	X		X		X		X
Student app passwords	X		X		X		X
Student Name							
First and/or last	X	X	X		X		X
Student In App Performance							
Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level)	X	X	X		X		X
Student Program Membership							
Academic or extracurricular activities a student may belong to or participate in							

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Student Survey Responses							
Student responses to surveys or questionnaires	optional	X	X				X
Student Work							
Student generated content; writing, pictures, etc.			optional		X		X
Other student work data	X	X					
If 'Other' checked, please specify below checked box:		Student feedback					
Transcript							
Student course grades							
Student course data							X
Student course grades/performance scores							
Other transcript data							
If 'Other' checked, please specify below checked box:							
Transportation							
Student bus assignment							
Student pick up and/or drop off location							
Student bus card ID number							
Other transportation data							

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If 'Other' checked, please specify below checked box:							
Other							
Other data collected				X	X		
If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:				Teacher may submit student first name and grade with optional student science question.	See below		
None							
No student data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.				X			

If Student Data is stored outside the United States, Provider shall list below the Countries where data is stored:

N/A

Discovery Experience Other
Data Fields:

Teacher e-mail,
Teacher username/password,
Teacher ID,
Teacher Interest,
Class Name,
Class ID,
Class Description,
Class Subject

EXHIBIT "C"**DEFINITIONS**

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"**DIRECTIVE FOR DISPOSITION OF DATA**

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[]

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Provider

Date

EXHIBIT "E"**GENERAL OFFER OF PRIVACY TERMS****1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and [Cypress-Fairbanks ISD] ("Originating LEA") which is dated [], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: _____

[NAME OF PROVIDER]

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the [] and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

EXHIBIT "F"**DATA SECURITY REQUIREMENTS****Adequate Cybersecurity Frameworks****2/24/2020**

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input checked="" type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
<input checked="" type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for Texas

Version 1.0

This **Exhibit "G"**, Supplemental SDPC State Terms for Texas ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between [Cypress-Fairbanks ISD] (the "Local Education Agency" or "LEA") and [Discovery Education,] (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Covered Data.** All instances of "Student Data" should be replaced with "LEA Data". The protections provided within this DPA extend to all data provided to or collected by the Provider.
2. **Compliance with Texas Privacy Laws and Regulations.** In performing their respective obligations under the Agreement, the LEA and the Provider shall comply with all Texas laws and regulations pertaining to LEA data privacy and confidentiality, including but not limited to the Texas Education Code Chapter 32, and Texas Government Code Chapter 560.
3. **Modification to Article III, Section 2 of the DPA.** Article III, Section 2 of the DPA (Annual Notification of Rights.) is amended as follows:

~~**Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.~~

Consider Provider as School Official. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records received from the LEA pursuant to the DPA. For purposes of the Service Agreement and this DPA, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from the education records received from the LEA.

4. **Modification to Article V, Section 4 of the DPA.** Article V, Section 4 of the DPA (Data Breach.) is amended with the following additions: (6) For purposes of defining an unauthorized disclosure or security breach, this definition specifically includes meanings assigned by Texas law, including applicable provisions in the Texas Education Code and Texas Business and Commerce Code. (7) The LEA may immediately terminate the Service Agreement if the LEA determines the Provider has breached a material term of this DPA. (8) The Provider's obligations shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

5. **Modification to Article VII, Section 4 of the DPA.** Article VI, Section 4 of the DPA (Annual Notification of Rights.) is amended as follows:

Entire Agreement. This DPA and the ~~Service Agreement~~ constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

6. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:
- a. Providing notification to the employees or parents of those students whose LEA Data was compromised and regulatory agencies or other entities as required by law or contract;
 - b. Providing credit monitoring to those employees or students whose LEA Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the employee's or student's credit or financial security;
 - c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the security breach; and
 - d. Providing any other notifications or fulfilling any other requirements adopted by the Texas State Board of Education, Texas Education Agency, or under other State or federal laws.
7. **No Exhibit E without unaltered DPA including Texas Addendum.** Any alterations are only allowed in **Exhibit "H"**. Any terms under **Exhibit "H"** do not apply to **Exhibit "E"** and render **Exhibit "E"** null and void.

EXHIBIT "H"

Additional Terms or Modifications

Version

LEA and Provider agree to the following additional terms and modifications:

None

WHEREAS, the DPA supplements Provider's Standard Terms of Service and Privacy Policy, available for review at www.discoveryeducation.com/terms-and-conditions and www.discoveryeducation.com/privacy, respectively, (altogether the "Service Agreement"). To the extent that any terms contained in the Service Agreement, or any terms contained in any other document(s) attached to and made part of the Service Agreement, conflict with the other terms of the DPA, the terms of the DPA shall apply and be given effect; and

WHEREAS, LEA and Provider agree to modify the DPA pursuant to the terms and conditions in this Exhibit "H". These additions shall be valid as if part of the original DPA.

NOW, THEREFORE, the amendment(s) to the DPA are described and include only those listed below:

(1) Article II: Data Ownership and Authorized Access, 3. Separate Account is amended to add to the end of the sentence, "...to a separate account created by the Student, however, such transfer shall only apply to pupil generated content that is severable from the Service."

(2) Article IV: Duties of Provider, 5. De-Identified Data, (3) is amended to remove "return or" to the sentence.

(3) Article IV: Duties of Provider, 6. Disposition of Data, is amended to remove "or provide a mechanism for the LEA to transfer" to the first sentence. On the second sentence, "if no written request from the LEA is received," is removed.

(4) Article VII: Miscellaneous, 1. Termination, second sentence is amended to read: Either party may terminate this DPA and any service agreement or contract if the other party materially breaches any terms of this DPA, and such breach is not cured within 10 days after receipt of notice thereof from the breached party.

(5) Article VII: Miscellaneous, 7. Successors Bound, is amended to remove the second and third sentences.

(6) Exhibit "C" Definitions, Service Agreement, is amended to read: Service Agreement: Refers to the Discovery Education Order Form, Contract, Purchase Order or Terms of Service or Terms of Use.

(7) Exhibit "G", 4., second and third sentence is amended to read:

(7) The LEA may immediately terminate the Service Agreement if the LEA determines the Provider has breached a material term of this DPA, and such breach is not cured within 10 days after receipt of notice thereof from the breached party. (8) The Provider's obligations shall survive termination of this DPA and Service Agreement until all Data has been Securely Destroyed.

(8) Exhibit "G", 6.b. is amended to read:

Providing one year credit monitoring to those employees or students whose LEA Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the employee's or student's credit or financial security;



STANDARD TERMS OF SERVICE AND LICENSE DISCOVERY EDUCATION, INC.

These Standard Terms of Service and License (the "Standard Terms") are applicable to any Order Form or Storefront Quote (each, an "Order Form") issued by Discovery Education, Inc. ("Discovery") to the Entity listed in the Order Form ("Subscriber") to provide access to the products and services identified therein (the "Services") and to Subscriber's use of the Services. Each Order Form shall be deemed to be part of these Standard Terms and subject to the terms and conditions set forth herein. The Standard Terms also govern Subscriber's use of the Services during a trial or pilot period (the "Trial"), to the extent applicable. The Standard Terms supersede all other prior and contemporaneous agreements, negotiations, communications, or understandings, oral or written, with respect to the subject matter hereof. In no event shall the terms and conditions of any other purchase order or agreement to amend or modify the terms and conditions of these Standard Terms.

RIGHTS OF ACCESS AND USE

- 1.1. **Grant of License.** Subject to the terms and conditions set forth herein, Discovery grants to Subscriber, and its authorized educators, students (except in the case of the product known as "Mystery Science" and "Mystery Writing") and administrators employed by Subscriber or enrolled in Subscriber's program, as listed in the Order Form (the "Users"), for the term of the applicable Order Form, a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to access the Service(s), which as of November 2023 may include DreamBox Learning Services, and any and all content included therein (the "Content"), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Standard Terms. Discovery may, in its sole discretion, make changes to the Services and/or the Content. All rights not expressly granted to Subscriber and its Users pursuant to the Standard Terms are reserved to Discovery, and all uses of the Content by Subscriber and its Users not expressly permitted herein are prohibited.
- 1.2. **Access.** Discovery shall provide Subscriber access to the Services by the date identified in the Order Form. Access rights granted to Subscriber shall be limited to those access rights necessary to use the intended functionality of the Services. Discovery reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.
- 1.3. **Access to Career Connect.** Subscriber's educator Users may have access to Career Connect, which is a platform that enables educators to connect with volunteer speakers for virtual presentations. Career Connect is subject to additional user-specific Terms of Use, which govern the behavior and responsibilities of educators and volunteers on the platform. During the Term, Subscriber, at its sole discretion, may cause access to Career Connect to be enabled or disabled.
- 1.4. **Permitted and Prohibited Uses.**
 - a. **Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Service(s) and the Content for bona fide educational and research purposes only. For avoidance of doubt, Subscriber and its Users shall not use or access such Service(s) or Content for any commercial, for-profit, or non-instructional purposes, including but not limited to, user testing, product evaluation, or product reviews on behalf of non-Subscribers or third parties. Discovery reserves the right, in its sole and absolute discretion, to limit Subscriber's and/or any Users' use of the Service(s) in the event that Discovery, in its sole and absolute discretion, deems Subscriber's and/or such Users' use thereof to be inconsistent with these Standard Terms.
 - b. **Downloading of Content.** Users may download Content for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. All copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution "libraries"; (3) transfer, display, or exhibit any of the Content to any third party other than Users; or (4) sell or rent any of the Content to any third party.
 - c. **Editing Content.** Users may edit videos and video clips that are designated on the Service(s) as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited

videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party's proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section 1.4(c) may constitute copyright infringement. User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded in all editable videos and video clips without modification, obstruction or deletion. The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and teacher's guides ("Ancillary Materials"). User may modify, alter and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery or its content provider shall continue to own the Ancillary Materials: "Revised with the permission of Discovery. Discovery and its content providers are not responsible for the content or accuracy of the revision."

d. **Dissemination of Content.** In the course of using any Content as permitted hereunder, Subscriber and its Users shall not move, upload, transmit, export, or otherwise make any portion of the Content available outside of the Discovery Education environment without Discovery's prior written consent. This includes, without limitation, providing access to or hosting the Content on any third-party platform or assessment system. Any such permission by Discovery shall be granted in its sole discretion, may be revoked at any time, and shall require that (i) any third-party platform's access to and use of the Content is solely in service of Subscriber's permitted educational use; (ii) such use is subject to the same restrictions and limitations applicable to Subscriber under these Standard Terms; and (iii) the Content is at all times stored and accessed on a secure server with access limited to authorized personnel. At the conclusion of the Term, or upon revocation of any third-party platform permission, Subscriber shall ensure that all Content (including copies or derivatives) is permanently deleted from such platforms. Discovery reserves the right to require written certification of such deletion. Under no circumstances may the Content be used to train or develop AI systems, whether for commercial or non-commercial purposes. Discovery disclaims all liability related to third-party platforms and assumes no responsibility for their compliance. In addition, any Subscriber or User using the Local Host support option must use the Service(s), rather than a local directory, to search for and access the Content.

e. **Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, resell or allow resale through a third-party, distribute, or circulate the Service(s), the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Service(s) or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Service(s)'s or the Content's control or security systems, nor allow or assist a third party to do so; (iv) transmit harassing, libelous, obscene, or otherwise unlawful material; or (v) use the Content in a manner that disparages the Service(s), the Content or Discovery or its content



providers, or in any manner that Discovery may, in its sole discretion, deem inappropriate. Subscriber and the Users acknowledge and agree that the Service(s) and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery for which Discovery would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery, Discovery shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

f. **Credentials.** Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Service(s) and the Content (the "Log-In Information"). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Service(s) and/or the Content by unauthorized persons using a User's Log-In Information. Unauthorized access to or use of the Service(s) and/or the Content by someone using a User's Log-In information may be attributed to such User and is prohibited by these Standard Terms. Subscriber acknowledges that Discovery may require access to Subscriber's systems in order to perform single sign-on integration services to facilitate User access to the Service(s) and Content. Subscriber hereby grants to Discovery a limited license to access such systems.

g. **Join Activity via an Access Code.** Authorized educator Users may provide an alphanumeric access code or URL link generated by the Services to their student Users to join a lesson, activity, or assessment as an alternative to the student Users accessing a lesson, activity, or assessment via the student User's Log-In Information. Subscriber and its authorized educator Users shall ensure all participants who access the lesson, activity, or assessment via the access Code or URL are authorized student Users. Subscriber and its authorized educator Users shall promptly remove any unauthorized participants from the lesson, activity, or assessment.

h. **Audits.** Discovery shall have the right to audit Subscriber and each User's use of the Services at any time. Any such audit may include, but is not limited to, Discovery's examination of the number of Users using the Services, details of log-in attempts and use of the Log-In Information. Subscriber shall be required to disclose to Discovery any information requested in connection with any such audit no later than two (2) business days following such request.

1.5. Subscriber Changes.

a. **Licensed School Substitution.** In the event that Subscriber wishes to remove a Licensed School and replace it with another school, such that the total number of Licensed Schools under the respective Order Form is not affected, Subscriber may submit a written request to DECommercialOpsTeam@Discoveryed.com, setting forth (i) the name and address of the applicable school(s), (ii) the grade level of such school(s), (iii) the number of students enrolled in each school, if the Service includes student access, and (iv) the date the Subscriber wishes the substitution to take effect (each, a "School Substitution Request"). No School Substitution Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber. Any fees that result from such request shall be equal to the Fees, as assessed on a pro rata basis.

b. **Additional Licenses.** In the event that Subscriber wishes to add additional user licenses with respect to the Services to be provided under an Order Form (each, an "Additional License"), Subscriber may submit a written request to DECommercialOpsTeam@Discoveryed.com, setting forth (i) the amount of additional licenses and (ii) the date on which such licenses will be activated (each, an "Additional License Request"). No Additional License Request shall become effective until and unless Discovery submits to Subscriber an updated Order Form with the information contained in the Additional License Request and any changes to the Fees.

c. District Add School Language

If Subscriber is a school district, Subscriber may add schools in such district 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). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number of months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date. Notwithstanding anything to the contrary set forth herein, the foregoing shall not apply to any Subscriber that is a school, rather than a district.

d. **Purchase Order.** DE may reject a purchase order in its sole and absolute discretion. Purchase orders accepted by Discovery Education are subject to and governed by these Standard Terms. Discovery shall only accept a purchase order if the Subscriber has agreed to these Standard Terms and the purchase order includes, but is not limited to, the following details: total Fees, product description, product quantity, and the Term. Discovery reserves the right to negotiate any legal terms listed in a purchase order.

2. PROPRIETARY RIGHTS

2.1. **Discovery Property.** As between Subscriber, the Users, and Discovery, the Service(s) and the Content are the property of Discovery and are protected by United States and international copyright and trademark law. By using the Service(s) and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Service(s) or the Content.

2.2. **DMCA Notice and Takedown Policy.** It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent:

- Discovery Education, Inc.
- DMCA Notice, Legal Department
- 4350 Congress Street, Suite 700, Charlotte, NC 28209
- Email: legal@discoveryed.com

3. DATA PRIVACY AND SECURITY.

3.1. When providing the Services (except in the case of the platform known as "Career Connect"), Discovery will process Personal Data or Personal Information, as such term is defined in the applicable Data Protection Addendum (the "DPA") located at www.discoveryeducation.com/Data-Protection-Addendum or <https://www.discoveryeducation.com/legal/dpa/career-connect> in the case of providing Services for the platform known as Career Connect, in accordance with the provisions of the applicable DPA. The applicable DPA is hereby incorporated and made a part of these Standard Terms.

3.2. In engaging the Subscriber, Discovery will process information which identifies individuals acting on behalf of the Subscriber (including employees) including in connection with opening the account, maintaining the relationship and/or sending marketing materials. Discovery will process this personal data in accordance with applicable data protection laws and its applicable privacy policies.

3.3. **User Data Statewide Subscriptions.** This section applies to the extent the Subscriber is a state department of education (the "State DOE") or similar entity that is subscribing to the Services (including Professional Development) for the benefit of schools and/or school districts within such state, or similar entity that is not a school or school district. Subscriber authorizes Discovery to disclose to the school and the school district with which the authorized Users of the Services are affiliated, reports of authorized Users' engagement data, including but not limited to usage statistics of the Services, webinars



and/or Professional Development by authorized Users.

3.4 Subscriber authorizes Discovery Education to use the de-identified data to ensure the availability and integrity of the operation of Discovery's services. Furthermore, Subscriber permits Discovery Education to use de-identified and aggregate usage data of Discovery's services for internal and external reporting, marketing (i.e., the inclusion of total number of Discovery Education Experience platform users in Discovery's marketing materials), research and development, and for other analytics, marketing, and research purposes.

3.5 **Consents and Notifications for Disclosures of Personal Data.** The Parties acknowledge and agree that Discovery meets the requirements contained in 34 CFR § 99.31(a) and qualifies as a school official pursuant to FERPA. Subscriber affirms, represents, and warrants that it has obtained, and is solely responsible for: (i) the accuracy and quality of Personal Data; and (ii) obtaining, all consents as may be required by Data Protection Laws, as well as making all required disclosures to the individuals, parents, legal guardians, and students as may be required by Data Protection Laws, to disclose or transmit Personal Data to Discovery. Subscriber will provide proof of the required consent within 5 business days of Discovery's written request. Subscriber will notify Discovery concerning any changes to its public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect Discovery's compliance with the Data Protection Laws.

4. FEES AND TAXES

4.1 **Fees.** Subscriber shall pay Discovery the fees in the amounts specified in the Order Form (the "Fees"). Upon Subscriber's acceptance of the Order Form, Subscriber shall submit to Discovery the executed Order Form and Discovery shall issue Subscriber an invoice for the applicable Fees. In the event that Subscriber elects to pay such Fees with a credit card, Discovery shall have the right to charge Subscriber a convenience fee. Subscriber shall pay the Fees within 30 days of Discovery's invoice. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. 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. All fees paid by Subscriber are final and non-refundable.

4.2 **Taxes.** Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

5. TERM AND TERMINATION

5.1 **Term.** The term ("Initial Term") is defined in the applicable Order Form referencing the Standard Terms. Thereafter and in accordance with applicable law, the Term shall automatically renew for additional periods in increments of the Initial Term ("Renewal Term(s)", collectively with the Initial Term, the "Term") until terminated by either party by giving written notice ninety (90) days prior to the expiration of any Renewal Term. The Fees for the Renewal Term shall be as set forth in Section 4.1 herein.

5.2 **Termination for Breach.** In the event that Subscriber or its Users breach any term of the Standard Terms, and such breach is not cured within 10 days after receipt of notice thereof from Discovery, Discovery may terminate the Order Form or Standard Terms in whole or in part immediately upon written notice to Subscriber.

5.3 **Termination for Bankruptcy.** Either party may terminate the Standard Terms immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of

receiver or trustee in bankruptcy for all or a portion of the other party's assets; or (d) an assignment for the benefit of creditors.

5.4 **Termination due to Overlap.** Discovery may offer a pro-rated credit (the "Credit") to Subscriber to purchase additional services offered by Discovery, if the following conditions are met: (i) Subscriber's State DOE purchases Services for Subscriber that Subscriber has already purchased, (ii) there is an overlap in the Term of the Services purchased by the State DOE and the Subscriber's Initial Term or renewal Term, and (iii) the State DOE Purchases an equal or greater number of licenses to the Licenses purchased by Subscriber. Discovery reserves the right to restrict the services for which a credit can be used, revoke the credit entirely, or add an expiration date for use of the credit by Subscriber.

5.5 **Effect of Termination.** Upon expiration or termination of the Standard Terms, all rights granted herein shall revert to Discovery; all access to and use of the Service(s) and the Content by Subscriber and its Users must cease; and all materials downloaded from the Service(s) by Subscriber or any Users must be erased, deleted, or destroyed.

5.6 **Additional Services.** In the event that Discovery and Subscriber agree that Subscriber may license any Services that are not listed on the applicable Order Form (each, an "Additional Service"), Subscriber shall submit a purchase order to Discovery memorializing such agreement. Please refer to Section 1.5(d) for additional details regarding Purchase Orders. Subscriber's use of and access to any such Additional Service shall be subject to all of the terms and conditions set forth in these Standard Terms.

6. GENERAL WARRANTIES

6.1 **Discovery Warranties.** Discovery represents and warrants that it has full power and authority to enter into the Standard Terms.

6.2 **Subscriber Warranties.** Subscriber represents and warrants that (i) it has full power and authority to enter into the Standard Terms and has received all parental and other permissions required to permit Discovery to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Service(s) and the Content; (iii) Subscriber and its Users will at all times use the Service(s) and the Content only as expressly permitted by the Standard Terms; (iv) in the event that Subscriber requests that Discovery customize the Service(s) interface with Subscriber's trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber's content on the Content and/or the Service(s), Discovery has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Subscriber IP"); and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

6.3 **Disclaimer of Warranty.** THE SERVICES AND CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE STANDARD TERMS, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY'S OBLIGATIONS HEREUNDER, AND



SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

7. **Release.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AND ITS USERS RELEASE AND WAIVE ALL CLAIMS (WHETHER KNOWN OR UNKNOWN) AGAINST DISCOVERY, ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, TRUSTEES, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF USER'S USE OF THE SERVICE(S) AND THE CONTENT. CALIFORNIA RESIDENTS WAIVE ANY RIGHTS THEY MAY HAVE UNDER SEC.1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

8. **Indemnity.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AND ITS USERS SHALL DEFEND, INDEMNIFY AND HOLD DISCOVERY, ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF ANY VIOLATION BY SUBSCRIBER AND/OR ITS USERS OF THESE STANDARD TERMS, ANY DOWNLOADING OF THE CONTENT, ANY MODIFICATION OR EDIT MADE TO ANY PORTION OF THE CONTENT, AND THE USE OF ANY PORTION OF THE CONTENT WITH PRODUCTS OR SERVICES NOT SUPPLIED BY DISCOVERY.

9. LIMITATIONS OF LIABILITY

- 9.1. **Consequential damages exclusion.** IN NO EVENT SHALL DISCOVERY BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

- 9.2. **Aggregate Liability.** To the maximum extent permitted by law, in no event shall Discovery's aggregate liability with respect to any matters whatsoever arising under or in connection with the Standard Terms exceed the lesser of (i) total fees paid by Subscriber to Discovery under the Standard Terms within the twelve-month period prior to the date the cause of action giving rise to liability arose or (ii) \$100,000. The foregoing liability is cumulative with all payments for claims or damages in connection with the Standard Terms being aggregated to determine satisfaction of the limit.

10. CONFIDENTIALITY

- 10.1. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of these Standard Terms and materials provided by Discovery which are designated as confidential or should reasonably be presumed to be treated as confidential ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.

- 10.2. Subscriber authorizes Discovery to include the following in Discovery's marketing materials, press releases, and sales materials

as applicable: Subscriber's business relationship with Discovery, Subscriber's testimonials and quotes, Subscriber's logo, Subscriber's contact information for purposes of a business reference, and Subscriber's and User's anonymized testimonials gathered in webinars.

11. MISCELLANEOUS

- 11.1. **Changes.** Discovery reserves the right to change these Standard Terms (excluding the Order Form) from time to time. Such changes will become effective when Discovery posts the revised Standard Terms. Subscriber and Users should check the Standard Terms from time to time, as they are bound by the Standard posted on Discovery's website at the time of access. Any revised Standard Terms shall supersede all previous versions.

- 11.2. **Force Majeure.** Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof.

- 11.3. **Governing Law.** The Standard Terms shall be construed and enforced under the laws of the state of New York, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of New York. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

- 11.4. **No waiver.** No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

- 11.5. **Survival.** All representations, warranties, and indemnities shall survive the expiration or prior termination of the Standard Terms.

- 11.6. Section headings are provided for convenience only and shall not be used to construe the meaning of any section hereof.

- 11.7. **Entire Agreement.** The Standard Terms contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

- 11.8. **Assignment.** The rights and obligations of either party under the Standard Terms may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Discovery may assign the Standard Terms without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

- 11.9. **Relationship of the Parties.** The parties are independent contractors and not joint venture partners or otherwise affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.

- 11.10. **Professional Development Services.** Any content provided by Discovery during any Professional Development, including, but not limited to, instructional support and lesson development, in any format (the "PD Content") is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the PD Content by using the PD Content. In the event that any Professional Development services cannot be provided onsite for any reason that is beyond the control of either party, Discovery reserves the right to provide such services in a remote, virtual environment. Upon Subscriber's written notice to Discovery, Discovery shall record and transmit to Subscriber any virtual professional learning session that Discovery provides to Subscriber pursuant to the Order Form (each, whether virtual or onsite, is referred to as a "Product PD or Hourly PD Session"). Subscriber shall have the right to distribute such Product PD Session recordings on Subscriber's intranet and/or



learning management system only. Subscriber may access and download the PD Session recording for no more than seven (7) days after the PD Session takes place. If requested by Discovery, Subscriber shall promptly delete and remove all records of PD Sessions in its possession.

11.11. **Professional Development Session Cancellation.** All on-site or virtual PD Sessions will be utilized within the Term provided for in the relevant Order Form. PD Sessions not utilized within the defined Term for such PD Sessions shall be forfeit, in the event of such forfeiture, all fees that are set forth in this Order Form shall remain due and payable on the dates set forth herein. Discovery shall not be required to issue any refunds for fees already paid. Subscriber may cancel or reschedule a PD Session, in writing, up to 48 hours in advance of a scheduled PD Session. If the cancellation is received less than 48 hours prior to a scheduled PD Session, the Subscriber will be charged the full Fees. If the Subscriber has prepaid for the PD Session and they cancel less than 48 hours before it is scheduled, the PD Session will be marked in Subscriber's account as having been provided in full.

11.12. **Use of Artificial Intelligence Tools.** The Services may include tools that generate content using Artificial Intelligence (AI). If Subscriber opts in to use such tools, Subscriber agrees to comply with these Standard Terms, and all applicable laws, rules, regulations, and school policies. Subscriber is responsible for ensuring that (a) only authorized educator Users and administrators employed by Subscriber have access to and use of the AI tools, (b) no personally identifiable information is included in the content uploaded to the AI tools, and (c) that Subscriber holds the necessary rights to use the content uploaded within the AI tool. Discovery does not warrant that content created by AI tools will be error-free, suitable for classroom use, or free from bias. Subscriber acknowledges that it is solely responsible for reviewing and verifying the suitability of AI-generated content before use.

11.13. **Mystery Science and Mystery Writing Membership.** Full, continuous access to the Mystery Science and Mystery Writing curriculum and lesson plans is only available with a paid membership. Limited access to the curriculum and lesson plans is available for free. Subscriber may purchase school or district memberships on a per site basis as indicated in the applicable Order Form, which entitles teachers and staff (each, a "Member") at that site to create individual accounts

which they may use to access the Services from anywhere on an unlimited number of devices. Memberships may not be reassigned, transferred, resold, or sublicensed without Discovery's prior written consent. Subscriber acknowledges and agrees to ensure that Users sign up for their own accounts and agree to, and comply with, these Standard Terms when they access and use the Services.

11.14. **Trial Terms** In addition to all of the above Terms, where a Trial is permitted by applicable law and offered by Discovery, the following terms apply: (i) the Term for a Trial is defined in the applicable Order Form but shall be no longer than six (6) months, (ii) a Trial may be terminated by Discovery at any time, for any reason, and without notice, (iii) Participation in a Trial shall not entitle a Trial Subscriber (a "Trial Subscriber") to participation in future Trials or additional access to the Services outside a Trial, (iv) a Trial Subscriber will have the option to purchase the trialed Services after the Trial ends, (v) the Trial Subscriber may terminate the Trial at any time during the Trial without penalty, and (vi) by signing up to a Trial, Subscriber agrees to all applicable Terms as described in these Standard Terms.

11.15. **Physical Goods and Shipping.** Mystery Packs and hands-on activity Kits ("Physical Goods") are shipped F.O.B. origin. Subscriber is responsible for the shipping and handling Fee listed on the invoice and/or Order Form. If Physical Goods are returned for any reason, Subscriber shall pay Discovery the cost of restocking and shipping back the Physical Goods. Discovery will replace missing or damaged items if Subscriber notifies Discovery within 30 days of delivery of the Physical Goods. If such notification occurs after the 30 days, Subscriber must cover the costs associated with replacing missing or damaged items. All Fees paid by Subscriber for Physical Goods and shipping of the Physical Goods are final and non-refundable.

11.16. **Notices.** All notices and statements shall be in writing and sent by a reputable overnight service such as Federal Express to the address set forth below; provided that, notices that relate to Renewal Terms may be sent via email to the following email address:

Discovery Education, Inc.
4350 Congress Street, Suite 700
Charlotte, NC 28209
Email: DECommercialOpsTeam@discoveryed.com



DISCOVERY EDUCATION, INC. PRIVACY POLICY

Last Updated: November 6, 2023

This Privacy Policy ("Policy") describes how Discovery Education, Inc., an Illinois corporation, ("Discovery Education") and its subsidiary and affiliated companies that are incorporated in the United States of America only (collectively, "we," "us," or "our") collect, use, and otherwise process personal information about our customers and users of our websites and services.

This Policy explains how we collect, disclose, use, and protect information when you visit or use our Websites and Services (defined below). We advise you to read the Policy in its entirety, including the jurisdiction-specific provisions, which will apply to users in certain jurisdictions. Additionally, please note that [Section 3](#) of this Policy, which describes our collection and use of information through our Websites and Services, also serves as our Notice At Collection for California residents for purposes of the California Consumer Privacy Act ("CCPA"), which you can view by clicking [here](#).

Discovery Education Experience platform, Mystery Science, Mystery Writing, Doodle Math and Pivot Interactives are products in Discovery Education's portfolio and are referenced herein where appropriate.

1. Who We Are

Discovery Education is an online education service provider that produces and delivers high-quality digital content for K-12 education and beyond, including digital lessons, textbooks, streaming media, and other rich content. The services we offer enable teachers and students to participate in enhanced learning experiences. Depending on the context of the personal data you or your school/district provides, we may be the data "controller" or "business", or "processor" or "service provider" of your personal data under applicable data protection laws. We are a "processor" or "service provider" of our customer data, personal data submitted to the Services or collected through the Services on behalf of or at the direction of the subscriber (the schools or school districts who are the "controllers" of the personal data), and personal data we receive or collect from the subscriber. When we are acting as a "processor" or "service provider", we will only process the personal data on behalf of and subject to the terms of its contract with the subscriber, to the extent such contract exists, unless otherwise required by law. If you have questions about our processing of your personal data on behalf of a subscriber, please refer to the subscriber's privacy policy.

2. Scope

We respect the privacy of our customers and visitors of our websites (identified below); users of our online subscription services and digital lessons; participants in contests, promotions, challenges, or sweepstakes; participants of our surveys; educators who attend training or Professional Development, or participate in the Discovery Educator Network ("DEN"); and attendees of conferences, trade shows or other events (collectively, the "Services"), and have developed this Policy to demonstrate our commitment to protecting your privacy. For the purposes of this Policy, the term "Websites" shall refer collectively to www.discoveryeducation.com, www.mysteryscience.com, www.doodlelearning.com/us, and www.pivotinteractives.com, as well as other websites that we operate (such as our corporate and non-profit education partner websites) and that link to this Policy.

In order to deliver our Websites and Services to you, from time to time we collect personal information. This Policy describes how we process your personal information when you interact with our Websites and Services; participate in our events, programs, and research studies; communicate with us; and participate in our educator and leader networks.

This policy DOES NOT apply to:

- Personal information we collect about job applicants, independent contractors, service providers, or current or former full-time, part-time and temporary employees and staff, contract workers, officers, directors or owners of Discovery Education.
- Our Websites and Services may contain links to third-party websites, which do not operate under this

Policy. These third-party websites may independently solicit and collect personal information from you. We do not have control over, and cannot be responsible for, the actions of other third parties. We encourage you to review the privacy policies of all third-party websites you visit to understand their information practices before providing personal information directly to them.

In this Policy, “personal information” means information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, and online identifier or to one or more factors specific to his/her physical, physiological, genetic, mental, economic, cultural, or social identity. Personal information does not include aggregate information or de-identified information.

Please read this Policy carefully. It is your choice whether or not to provide personal information to us. If you choose not to provide your personal information to us, you may not be able to use our Websites and Services and we may not be able to communicate with you. If you do not agree with our policies and practices, do not access or use the Websites and Services. **By accessing or using the Websites and Services, you accept and agree to be bound and abide by this Policy.**

3. Information We Collect and How We Collect It

We may collect several categories of personal information from or about you, including information:

- By which you may be personally identified, including your full name, email address, username, month and year of birth, address, and/or image.
- Your grade in school, your month and year of birth, your age, your school name and address, academic performance information, what grade you teach, course name, assignments, your feedback and survey responses on our Websites and Services, professional development, and training (e.g., how you feel about the quality and quantity of lessons in the Science Techbook, how likely you are to recommend our Websites or Services to others, or how you rate a particular digital lesson), geographic location information (e.g., address, country, state, city and/or postcode), and student-created content.
- About your internet connection, the equipment you use to access our Websites and Services and other usage details (e.g., session duration, number of actions per session, feature usage, and whether you complete videos or lessons).

We collect this information:

- Directly from you when you provide it to us, such as when you register to use our Websites and Services; register for training, professional development, a challenge, promotion, contest and/or sweepstake; participate in a survey or provide feedback; sign up to receive marketing communication and newsletters from us; or when you contact us.
- From your school district, school, or a vendor or services provider in order to provide you with access to the Websites and/or Services.
- From a colleague who may refer you to us.
- From our marketing and research partners who help us connect with educators or conduct research and surveys on our behalf.
- Automatically from your device when you access or use our Websites and Services.

A. Information Provided by You

The personal information that we collect about you broadly falls into the categories set out below. Some of this information you provide voluntarily when you interact with Discovery Education’s Services and Websites, or when you participate in our events, programs, and research studies; communicate with us; and participate in our educator and leader networks.

- i. Purchasing our Products and Services.** When you purchase a subscription or membership to our Services, we may collect information necessary to process your transaction, including your name,

email address, mailing address, phone number, payment information, such as a credit card number and/or other related information that may be required from you to complete your purchase (“Financial Information”). Unless we tell you otherwise at the time of your purchase, we do not collect, store or maintain your Financial Information; rather this information is handled by our Service Providers. For more information on how your information is shared in these instances, please see the “Third-Party Payment Processing” Section below.

- ii. **Using Our Websites and Services.** In order to use certain features of our Websites and Services, you (or your school) may be required to create a password-protected user account and provide us with personal information, including first name, middle initial, last name, username (Logon ID), password, teacher ID, teacher email, student ID, student grade, student email, parent/guardian name, parent/guardian email, and/or in-app preferences.

We will store and use this information to administer the Websites and Services in which you choose to participate. Doodle Math does not require or allow students thirteen (13) years old or younger to create Doodle Math user accounts. Mystery Science does not require or allow students to create Mystery Science user accounts. Doodle Math and Pivot Interactives allows students and children twelve (12) years old and younger to create an account only if the student receives an invitation from the student’s teacher and parental consent has been obtained by the student’s school, or if the parent creates an account for their child.

- iii. **Account Registration on Our Corporate and Non-Profit Education Partner Websites (non-subscription services).** We may collect your first and last name and email address if you choose to provide it in connection with your account registration on our Corporate and Non-Profit Education Partner Websites.
- iv. **Discovery Educator Network STAR Educator Program and Leadership Council.** If you participate in the DEN STAR Educator Program or Leadership Council, we may collect personal information from you, including your name, email address, role, the grade and subject(s) you teach, your social media handles and websites, school district, school name, picture, supervisor’s name, supervisor’s role, and supervisor’s email.
- v. **Courageous Leaders Leadership Network.** If you participate in our Courageous Leaders leadership network, we may collect personal information from you, including your name, business email address, school or district name, and school or district postal code.
- vi. **Contacting Us.** When you contact us for customer support or another inquiry, we may ask you to provide, or confirm, personal information, including your first and last name, job title, email address, phone number, city, state, school or district, so that we can better serve you.
- vii. **Challenges, Promotions, Contests or Sweepstakes.** If you enter a challenge, promotion, contest, or sweepstake, we may ask you to provide personal information, including first name, last name, birth date and/or age, home address, email address, grade, school, and/or a video, so that we can consider your entry and, if you win, so that you may redeem your prize.
- viii. **Newsletters.** For non-student users of the Websites and Services, we may collect your email address, first and last name, and zip code if you sign up to receive our newsletters.
- ix. **Participating in a Survey or Providing Feedback.** We may contact you to participate in surveys or provide feedback. If you participate in a survey, we may ask you to provide personal information, including your name, session ID, job title, grade level you teach, your school name, and your school district for internal analysis, research studies, and to support product and services development.

- x. Promotional or Marketing Communications.** If you sign up to receive promotional communications or notifications from us, we may ask you to provide personal information, including name and email address, so that we can provide these to you.
- xi. Featured Questions.** From time to time, we may want to feature questions and comments we receive from you and your students. To submit a Featured Question, we collect the email address of the teacher, and the first name of the student and their grade system (e.g., United States grades). If the question is selected to appear as a Featured Question on our Websites, we will send you a permission form to obtain appropriate consent from the student's parent or legal guardian for the student to appear in the featured video. Participation in this recorded video is optional, and we will never proceed without a signed consent form.
- xii. Interactive Features.** We may offer interactive features such as commenting functionalities, "likes," chat services, review forums, tips, and social media pages. We may collect the information you submit or make available through these interactive features. Any information you share on the public sections of these channels will be considered "public" and is not subject to privacy protections referenced in this Policy. We may access and use any of your public reviews along with your member profile name for any purpose, including marketing.
- xiii. Professional Development, Training Conferences, Trade Shows, and other Events.** We may host professional development and training events, and may attend conferences, trade shows, and other events where we collect personal information from individuals who interact with or express an interest in us and/or the Services. We may add you to our newsletters and contact you about our Services.
- xiv. Registering for Events.** When you register for an event, such as professional development or a virtual field trip, we may collect your name, job title, professional email address, phone number, mailing address, state, school district, and school name during the registration process.
- xv. Referrals.** Some of our Services may allow you to refer other educators to use or participate in a trial or pilot of our Services. We may collect your name, the names and email addresses of the educators you refer to us. We will use this information you provide to send them an email inviting the recipient to use or sign up for a trial or pilot of our Services and let them know that you referred them. If the recipient does not respond to the invitation, we may send a single reminder email. We will retain this information through the duration of the promotion, trial and/or pilot to help us assess and improve the effectiveness of the promotion, trial, and/or pilot.
- xvi. 3M Young Scientist Challenge Alumni Network.** If you participate in the 3M Young Scientist Challenge, we may invite you to join our 3M Young Scientist Challenge Alumni Network. In order to join the Alumni Network, we may collect your first and last name, mailing address, email address, your social platform username(s) (e.g., LinkedIn and Discord), your parent or guardian's name and email address (if applicable), and details about your participation in the 3M Young Scientist Challenge (e.g., which year(s) you participated).
- xvii. Research.** If you participate in our research studies including surveys, focus groups, and/or interviews, we may collect your first and last name, email address, job title, grade and subject(s) you teach, and your school or district along with your responses and feedback.

The above list provides examples of the personal information that may be collected when using our Websites and Services. **If you do not want us to collect your personal information, please do not provide it to us.**

B. Information that We Collect Automatically From You On Our Websites and Services, and the Technologies We Use to Collect It

We may automatically collect information from you when you visit or access our Websites and Services. We use this information to deliver our webpages to you upon request, to tailor our Services to the interests of our users, to learn how our Websites and Services are used, and to measure traffic and usages within our Websites and Services.

- i. **Usage Details.** When you access and use our Websites and Services, we may automatically collect certain details of your access to and use of our Websites and Services, including, but not limited to, location data, time of visit, length of time your visit and of specific pages, page views, scroll depth, logs, scoring content that you are interested in, referring or exit website address, the content of any undeleted cookies that your browser previously accepted from us, and other communication data and the resources that you access and use on or through our Websites and Services.
- ii. **Device Information.** We may collect information about the device and internet connection you use to access our Websites and Services, including, but not limited to, the device's unique device identifier, IP address, operating system, system configuration information, browser type, network information, internet service provider, JavaScript support, language preferences, screen resolution, and screen color processing ability.
- iii. **Interacting with Social Media Sites.** If you choose to join (or "like") our page on a third party's social media site, the social media site may provide us with certain information about you, including but not limited to your other "likes," your email address, place of residence and other information from your public profile if you interact with our social media pages, Facebook, Twitter, LinkedIn, Pinterest, etc., so we can tailor our interactions to you. Please see the privacy policy for the applicable social media site to learn more about how these sites share your personal information.

We use various technologies to collect information from your computer or other device and about your activities on our Websites and Services, including:

- i. **Cookies.** When you visit our Websites and/or Services, we may assign your device one or more cookies to help you navigate our Websites efficiently, to personalize your online experience, and to perform certain functions, including website traffic analysis. Through the use of a cookie, we also may automatically collect information about your online activity on our site, such as the web pages you visit, the links you click, and the searches you conduct on our site. A cookie is a small text file that is stored on a user's computer for record keeping purposes. Cookies can be either session cookies or persistent cookies. A session cookie expires when you close your browser and is used to make it easier for you to navigate our website. A persistent cookie remains on your hard drive for an extended period of time. For example, when you sign into our Websites and Services, we will record your username (Logon ID), and the name on your user account in the cookie file on your computer. We store your unique user ID in a cookie for automatic sign-in. This cookie is removed when you sign-out. For security purposes, we will encrypt the unique user ID and any other user account-related data that we store in such cookies. In the case of sites and services that do not use a user ID, the cookie will contain a unique identifier. We may allow our authorized service providers to serve cookies from our website to allow them to assist us in various activities, such as providing analysis and research on the effectiveness of our Website, content, and advertising. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. You may delete or decline cookies by changing your browser settings (click "Help" in the toolbar of most browsers for instructions). If you do so, some of the features and services of our Websites and/or Services may not function properly. To read more about how we use cookies, please review our Cookie Policy, <https://www.discoveryeducation.com/learn/cookie-policy/>.
- ii. **Pixels and Other Technologies.** We may use pixel tags (also known as clear gifs, web beacons, or web bugs), including pixel tags placed by our third-party vendors to advertise our Services to previous visitors to our Websites when they visit other websites and social networks, and to measure the effectiveness of our ad campaigns. We also may include pixel tags in marketing and

promotional email messages or newsletters to determine whether messages have been opened and acted upon. The information we obtain in this manner enables us to customize the services we offer our Websites and Services visitors, to deliver targeted advertisements, and to measure the overall effectiveness of our online advertising, content, programming or other activities. Pixel tags are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of web users or to access cookies. Unlike cookies, which are stored on the user's device, pixel tags are embedded invisibly on web pages (or in email) and are about the size of the period at the end of this sentence. Pixel tags may be used to deliver or communicate with cookies, to count users who have visited certain pages and to understand usage patterns. We also may receive an anonymous identification number if you come to our site from an online advertisement displayed on a third-party website.

- iii. **Google Analytics 4.** We use Google Analytics 4 provided by Google Inc. It uses cookies to collect certain information, for example, information about the operating system and the browser that you use, your IP address, the website you previously accessed (referrer URL) and the date and time of your visit to the Services. On subsequent repeated visits to the Websites or Services, frequently-used information is automatically displayed for you. We are able to track your usage patterns with the help of the cookies. The information generated by cookies about the use of the Websites or Services is transmitted to a Google server, which may be located within or outside of, the United States, and stored there. Google will use this information to evaluate your use of the Websites or Services. Google may transfer these rights to third parties insofar as it is required to do so by law or in order that data may be processed on Google's behalf. For more information about Google's data privacy practices, we encourage you to review "How Google uses data when you use our partners' sites or apps", (located at www.google.com/policies/privacy/partners/). By accepting this Policy, you consent to the processing of your data by Google.

Educators may share Mystery Science lessons with their students through Student Links to enable students to access the lessons on their own devices. Mystery Science does not collect personal information about students who access the lessons through a Student Link. Mystery Science does collect usage details (e.g., number of visitors who watched the lesson, number of times the lesson was paused, and whether the lessons were completed). Mystery Science associates the usage details, which do not contain personal information, with the teacher who shares a Student Link with their students.

C. Information Collected From Other Sources

We may also obtain both personal and non-personal information about you from the following categories of sources: your school, our marketing partners (including social media companies, and companies that license datasets of teachers, educators, and school administrators), our resellers or partners, advertising networks, and companies we work with to conduct research and surveys. We may combine this information with information we collect through our Websites, Services, or from other sources.

Third Party Payment Information. When you make purchases our Services, we may process your payments through a third-party payment service provider. In these instances, the third-party payment service may collect certain Financial Information from you to process a payment on behalf of us, including your name, email address, address, banking and other billing information in which case the use and storage of your Financial Information is governed by the third-party payment service provider's terms, conditions and privacy policies. Our treatment of any Financial Information that we process, or that we receive from our financing partners, is subject to this Policy.

4. Purposes for Processing Personal Information

While the purposes for which we may process personal information will vary depending upon the circumstances, in general we use personal information for the purposes set forth below and as mentioned above in Section 3.

- Provide and deliver the Services or transaction requested by you.

- Personalize and improve our Websites and Services and your experiences when you use our Websites and Services, including to develop new products and services.
- Contact you in response to a form you submitted such as Contact Us or Request a Demo to provide you with customer support or the information you requested.
- Communicate with you about programs, products, and Services that may interest you; offers (such as a free-trial or pilot of our Services); updates on new or popular content, features and Services; training and professional development opportunities; connecting you with other educators; special events; educational programs; and news from us. (If you prefer that we not contact you in this manner, please follow the Opt-Out instructions in this Policy). We do not contact students for this purpose.
- For information collected through our DEN STAR Educator Program and the Leadership Council, to administer the application process and programs; connect you with other educators within the DEN STAR Educator Program or the Leadership Council; send you our program specific newsletters; and provide you with exclusive resources, learning opportunities, and experiences. For our DEN Star Educators, we may use your personal information including your name and examples of how you have incorporated the Services into your curriculum or information you shared in your activity reports to support business development opportunities with your school or school district or internally to highlight how our educators are using our Services. We may also contact you to obtain your consent to share the information you provided to recognize and celebrate you during events, across social media, and within our organization. We may use this information to invite you to our engagement platform AdvocateHub; request your input and feedback on our Services; invite you to participate in our trials for new products, product testing, research studies (including surveys, feedback sessions, and focus groups); invite you to regional events (conferences and networking events), collaborate with us on articles, blogs and other press releases, or co-present with us at events and conferences; and from time-to-time, outreach to connect in person such as in-classroom visits.
- For our Courageous Leaders leadership network, to add you to our network and invite you to the Courageous Leaders' in-person events and virtual learning opportunities.
- Manage and administer our 3M Young Scientist Challenge Alumni Network, including inviting you to the 3M Young Scientist Challenge Alumni Network on social platforms, sending our 3M Young Scientist Challenge Alumni Network newsletter and invitations to periodic networking events to you, and mailing a welcome gift to you.
- For service administration where we need to contact you for reasons related to our Websites and Services (for example, where we need to send you a password reminder, to notify you about services updates or amendments to our Terms of Use, Cookies Policy, or this Policy).
- For marketing purposes, including helping us create and publish content most relevant and impactful to you; developing and displaying content and advertising tailored to your interests on our Websites and Services; measuring and improving the effectiveness of our advertising campaigns; and developing sales and business development leads.
- Aggregate and/or de-identify information about users or to use suggestions, comments, and ideas that are not personally identifiable. We are free to use and disclose through any means and use for any purpose information that is not personally identifiable in our sole discretion.
- Monitor and analyze trends, usage, and engagement with our Websites and Services to ensure the availability and integrity of the operation of Discovery Education's Services and for product improvement and development.
- For our research study participants, we will send you invitations to participate in our research studies (e.g., a Zoom invitation to attend an interview and a focus group, and an email with a link to the survey), analyze your survey responses and feedback, and prepare reports.
- Verify your eligibility and deliver prizes in connection with challenges, promotions, contests and sweepstakes you registered for.

- Ensure that our own processes, procedures and systems are as efficient as possible.
- Enforce our Terms of Service.
- Manage our business operations and perform functions as otherwise described to you at the time of collection.
- Keep our Websites, Services, and IT systems secure.
- Protect against or identify possible fraudulent transactions, and otherwise as needed to manage our business.
- For legal compliance purposes.

5. Sharing of Personal Information with Others

We share your personal information as necessary to provide the services you request, including sharing information with third party service providers; when required by law; to protect rights and safety; and with your consent.

We may share personal information with:

- **Authorized Service Providers.** We may share your personal information, including name, unique personal identifier, IP address, email address, job title, other similar identifier, usage details, profile reflecting a consumer's preferences, characteristics, behavior, abilities, and aptitudes and device details with our authorized service providers that perform certain services on our behalf. These services may include delivering our Websites or Services to you; providing customer service and support to you; providing marketing, advertising, and business development; performing marketing, business and sales research and analytics; supporting our Websites and Services functionality; conducting surveys and research for product development and improvement; processing payments through a third-party payment service provider; and supporting challenges, contests, promotions, sweepstakes, surveys and other features offered through our Websites and Services. The research reports and white papers do not contain personal information.
- **Discovery Education Corporate Group.** Between and among Discovery Education, our affiliates, subsidiaries and the companies under our control and ownership, we may share personal information such as name and contact details of sales leads, customer lists, reporting on aggregate engagement data of our Services, customer's sales history and account information, and information collected through our Websites and Services by tracking technologies (as described above) for the following purposes: identifying business development opportunities, our marketing and advertising activities, conducting research and analytics, and improving our Websites, Services and product improvement and development.
- **Corporate and Non-Profit Education Partners.** We partner and collaborate with corporate and non-profit education partners to provide educators and families with open access educational resources; professional development and training; introduce classrooms to careers and educational experiences; incorporate educational resources developed in partnership with our corporate and non-profit education partners into the Services; underwrite and sponsor Discovery Education Services for certain schools; and host competitions, promotions, contests and/or sweepstakes. If you sign up to receive information from our partners, we will share your personal information including name, email, and job title with our partners. We share aggregate or de-identified information and statistical reports relating to usage of the Website and Services with our corporate and non-profit education partners (e.g., page views, visits, downloads, video views, email and social impressions). These reports do not contain personal information. When you participate in challenges, promotions, contests and/or sweepstakes offered through our Websites, we may share personal information with third-party service providers that administer the challenge, promotion, contest and/or sweepstake; and we may share the winner of the challenge, promotion, contest and/or sweepstake with the corporate or non-profit education partner who sponsored or funded the challenge, promotion, contest and/or sweepstake and in our promotional materials with your consent. When you elect to participate in a particular promotion, contest and/or sweepstake program, you authorize us to provide your name, email address and other information to that corporate or non-profit education partner.

- **Referrals.** If you choose to refer colleagues and other contacts to use our Services by providing their names and email addresses, we may share your name with your colleagues in the initial referral email and follow-up email(s).
- **Content Partners.** We share aggregate or de-identified information and statistical reports relating to usage of content (i.e., images, videos, literary passages, music) of the Website and Services with our content partners.
- **Resellers and Partners.** We may share or receive your personal information with business partners and resellers in order to provide you with access to our Websites and Services. If you purchase Services through a partner or reseller, that organization may provide you with information about related products and services that may be of interest to you in accordance with the partner or reseller's privacy policy.
- To the extent subscriber of the Services is a state department of education or similar agency that purchased the Services for use by schools and districts within its state, with the applicable school or district's authorization, we may disclose to the subscriber reports of the authorized users' engagement data, including but not limited to usage statistics of the Services and/or Professional Development by authorized users.
- **Other situations.** We also may disclose your information:
 - i. In response to a subpoena, document request, or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to prosecute or defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
 - ii. When we believe disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce our terms and conditions or other agreements or policies.
 - iii. In connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.
 - iv. When you provide us with your consent to share your information with third parties.

Aggregated and Non-personal Information:

We may share aggregated and non-personal information we collect under any of the circumstances set forth in this Policy. We may share aggregated information with third parties, including advisors, corporate and non-profit partners, and potential customers, for the purpose of conducting general business analysis. For example, we may tell our advertisers the number of visitors to our Websites and Services and the most popular features or services accessed. This information does not contain any personal information and may be used to develop website content and services that we hope you and other users will find of interest and to target content and advertising.

6. How Long We Retain Your Personal Information

Discovery Education will retain your personal information for as long as is needed to fulfill the purposes set forth in this Policy, unless a longer retention period is required or permitted by law (such as for tax, accounting, or other legal requirements).

Upon expiration or termination of any subscriber agreement, Discovery Education destroys personal information previously received from the subscriber, customer, and/or user when the subscriber, customer, or user signed up for the Services along with information relating to the subscriber, customer, and/or user's use of the Services no later than sixty days following such termination, unless a reasonable written request is submitted by the subscriber or customer to us to hold such personal information.

Mystery Science retains the information it collects for an unrestricted period of time subject to requests for deletion.

Doodle Math retains the information it collects until a user is inactive and no longer has a paid subscription. Thereafter, Doodle Math deletes information from parents and teachers after six months and information from students after twenty-four months.

Pivot Interactives retains the student information it collects for six months after the student's class ends and the teacher information it collects for three years after the teacher's last login.

7. Your Privacy Rights

You may have certain rights in relation to your personal information. If you would like to exercise any of them, please contact us (contact details below).

We will consider all such requests and provide our response within a reasonable period (and in any event within any time period required by applicable law). Please note, however, that certain personal information may be exempt from such requests in certain circumstances.

If an exception applies, we will tell you this when responding to your request. We may request you provide us with information necessary to confirm your identity before responding to any request you make.

How You Can Access or Request to Delete Your Information

If you have an online account with us, you have the ability to review and update your personal information online by logging into your account. You can also review and update your personal information by contacting your school.

If you are a user of the Services, you may request to have your personal information that you provided when you subscribed along with the information relating to your use of the Services removed from our databases by submitting a request to our contact information set forth at the end of this Policy, and insert "Privacy Rights Request" in the subject line. We will remove such information as soon as practicable for us, however, we may still retain certain information associated with your account for analytical purposes and record keeping integrity, as well as to prevent fraud, collect any fees owed, enforce our terms and conditions, take actions we deem necessary to protect the integrity of our Websites or our users, or take other actions otherwise permitted by applicable law. In addition, if certain information has already been provided to third parties as described in this Policy, retention of that information may be subject to those third parties' policies.

Your Choices About Collection and Use of Your Information

You can choose not to provide us with certain information, but that may result in you being unable to use certain features of our Websites and Services because such information may be required in order for you to access features of our Websites, participate in a contest, survey, or sweepstake; ask a question; contact customer support; or otherwise initiate other transactions on our Websites and Services.

How to Opt-Out

At any time you can choose to no longer receive promotional emails or newsletters from us by modifying your email preferences by selecting the "Unsubscribe" link found in the footer of the email and following the instructions, or by contacting us. Non-student users of the Services may be given a choice as to whether you want to receive email messages about Services related to your interest. You may modify your choice at any time by using the "Unsubscribe" link as described above.

You also will be given the opportunity in any promotional email that we send to you, to opt out of receiving such messages in the future. It may take up to ten (10) days for us to process an opt-out request. We may send you other types of transactional and relationship email communications, such as notifications relating to your subscription, service announcements, administrative notices, and surveys, without offering you the opportunity to opt out of receiving them.

Please note that changing information in your account, or otherwise opting out of receipt of promotional email communications will only affect future activities or communications from us.

8. Children's Personal Information

Mystery Science does not permit students to create user accounts and does not collect personal information from students. Doodle Math accounts are created by parents and guardians for use by their children. Doodle Math does not permit students thirteen years old and younger to create user accounts. Pivot Interactives allows students thirteen years old and younger to create an account only if the student receives an invitation from the student's teacher and parental (or guardian) consent has been obtained by the student's school.

In most instances, Discovery Education will only request the first name, last name, and email address of a child under sixteen years old in order to complete an immediate request from the child. For students using the Services, any personal information that may be provided, which may include, but is not limited to, first and last name, grade, class, month and year of birth, and school, will be provided by the school district, individual school, or individual using the Services.

Use of Personal Information Collected from Children

When we collect personal information from children under sixteen years old, we will only use that information for the express purpose for which it was collected. The personal information will not be used for any other purpose.

Sharing of Personal Information Collected from Children

Except as provided in this Section, we do not share personal information collected from children under sixteen years old with any third parties. We may, however, share a child's personal information that we have collected from the child's school district, school or from the child in the following limited instances:

- We may share such information with our authorized service providers who help us maintain our Websites and Services and provide other services to us. We seek to ensure that these service providers may not use the personal information for any other purpose. These service providers have agreed to maintain the confidentiality, security and integrity of the personal information.
- If a child registers to participate in a challenge, contest, competition, promotion, or sweepstake, we may share the personal information of the finalists and winners of such challenge, contest, competition, promotion, or sweepstake with the corporate or non-profit education sponsor of that event. We will provide notice to parents/guardians and obtain verified parental consent before the collection, use, and disclosure of personal information as required by law.
- We may disclose a child's personal information to third parties if we believe we are required to do so in order to comply with law (including court orders and subpoenas); to comply with requests from law enforcement agencies or the government; to enforce our Terms of Use; to protect our rights, privacy, safety or property and the rights, privacy, safety or property of our employees or others; to protect our operations; and to permit us to pursue available remedies or limit the damages that we may sustain.

Note to Parents and Legal Guardians

Please contact Discovery Education at any time regarding privacy questions or concerns, or to request to review what personal information we have collected from a child. Parents may also contact us at any time to request that we delete the personal information of a child or a parent and/or refuse to permit further collection or use of a child's information. We will take steps to verify that any person contacting us for a child's information is that child's parent or guardian.

Discovery Education, Inc.
Attn: General Counsel and Privacy Counsel
4350 Congress Street Suite 700
Charlotte, NC 28209

Tel: 1-800-323-9084
Email: privacy@discoveryed.com

9. Other Important Information

Below, you will find additional privacy information you may find important.

Security

The security of your personal information is important to us. We follow generally accepted standards (including by taking physical, electronic and procedural measures) to protect the personal information that we collect and process.

While we are focused on the security of your personal information and follow strict standards, processes and procedures that are designed to protect your personal information, you must remember that the internet is a global communications vehicle open to threats, viruses and intrusions from others and so we cannot promise, and you should not expect, that we will be able to protect your personal information at all times and in all circumstances.

You should also take care with how you handle and disclose your personal information and should avoid sending personal information through insecure email. Please refer to the Federal Trade Commission's website at <http://www.ftc.gov> for information about how to protect yourself against identity theft.

No Rights of Third Parties

This Policy does not create rights enforceable by third parties.

Changes to this Policy

We will occasionally update this Policy to reflect material changes in our privacy practices. If we make any material changes in the way we collect, use, and/or share your personal information, we will notify you by posting the modified Policy on our Websites and Services and indicating at the top of the Policy the date it was last updated. We may also notify you by sending you an email. We encourage you to review the Policy each time you visit one of our Websites and Services to see if this Policy has been updated since your last visit to make sure you understand how your personal information will be processed.

10. Age Screening

If we become aware that we have inadvertently received personal information from a child under the age of thirteen other than in a legally permissible situation, we will delete the information from our records as soon as we discover it.

11. Additional Information for Residents in Certain Jurisdictions

In this section, we set forth additional information as required under applicable privacy laws in certain jurisdictions.

A. California

In this section, we provide information for California residents as required under California privacy laws, including CCPA, which requires that we provide California residents certain specific information about how we handle their personal information, whether collected online or offline. This section does not address or apply to our handling of:

- Publicly available information made lawfully available by state or federal governments;
- Personal information we collect about job applicants, independent contractors, or current or former full-time, part-time and temporary employees and staff, officers, directors or owners of Discovery Education; or
- Personal information about individuals acting for or on behalf of another company, to the extent the information relates to our transactions with such company, products or services that we receive from or provide to such company, or associated communications or transactions (except that such individuals have the right to opt-out of any sale of their personal information and to not be subject to any discrimination for

exercising such right).

Categories of personal information that we collect and disclose. Our collection, use and disclosure of personal information about a California resident will vary depending upon the circumstances and nature of our interactions or relationship with such resident. The Section above titled “Information We Collect and How We Collect It” sets out generally the categories of personal information (as defined by the CCPA) about California residents that we collect, sell, and disclose to others for a business purpose. We collect these categories of personal information from the sources described in the Section above titled “Information We Collect and How We Collect It,” and for the purposes described in the Section above titled “Purposes for Processing Personal Information.”

If you are a California resident, the CCPA grants you certain rights and imposes restrictions on particular business practices as set forth below:

- **Do-Not-Sell and Do-Not-Share:** California residents have the right to opt-out of the sale of their personal information and the sharing of their personal information for purposes of cross-context behavioral advertising. **We do not sell personal information.**
- **Limit the Use of Sensitive Personal Information:** California residents have the right in certain instances to request that we limit the use and sharing of their sensitive personal information. The CCPA defines “sensitive personal information” to include, among other things, your: social security, driver’s license, state identification card, or passport numbers; account log-in, financial account, debit card, or credit card numbers in combination with any required security or access code, password, or credentials allowing access to an account; racial or ethnic origin, religious or philosophical beliefs, or union membership; genetic data; and biometric information (including physiological, biological, or behavioral characteristics). You may exercise this right by making a request as described in the “Submitting Requests” section below.
- **Initial Notice:** We are required to notify California residents, at or before the point of collection of their personal information, the categories of personal information collected and the purposes for which such information is used.
- **Request to Delete:** California residents have the right to request deletion of their personal information that we have collected about them and to have such personal information deleted, except where an exemption applies. We will respond to verifiable requests received from California residents as required by law. The instructions for submitting a verifiable Request to Delete are described below.
- **Request to Know:** California residents have the right to request and, subject to certain exemptions, receive a copy of the specific pieces of personal information that we have collected, used, and disclosed about them in the prior 12 months and to have this delivered, free of charge, either (a) by mail or (b) electronically in a portable and, to the extent technically feasible, readily useable format that allows the individual to transmit this information to another entity without hindrance. California residents also have the right to request that we provide them certain information about how we have handled their personal information in the prior 12 months, including the:
 - categories of personal information collected;
 - categories of sources of personal information;
 - business and/or commercial purposes for collecting and selling their personal information; and
 - categories of third parties with whom we have shared their personal information; and
 - categories of personal information disclosed for a business purpose in the preceding 12 months, and for each category identified, the categories of third parties to which we disclosed that particular category of personal information.

California residents may make a Request to Know up to twice every 12 months. We will respond to verifiable requests received from California residents as required by law. The instructions for submitting a verifiable Request to Know are described in the “Submitting Requests” section below.

- **Request to Correct:** California residents have the right to request that we correct inaccurate personal information that we maintain.

- **Right to Non-Discrimination:** The CCPA prohibits discrimination against California residents for exercising their rights under the CCPA. Discrimination may exist where a business denies or provides a different level or quality of goods or services, or charges (or suggests that it will charge) different prices, rates, or penalties on residents who exercise their CCPA rights, unless doing so is reasonably related to the value provided to the business by the residents' data.
- **Financial Incentives:** A business may offer financial incentives for the collection, sale or deletion of California residents' personal information, where the incentive is not unjust, unreasonable, coercive or usurious, and is made available in compliance with applicable transparency, informed consent, and opt-out requirements. California residents have the right to be notified of any financial incentives offers and their material terms, the right to opt-out of such incentives at any time, and may not be included in such incentives without their prior informed opt-in consent. We do not offer any such incentives at this time.

Submitting Requests. If you are a California resident and would like to make a request to exercise your rights under the CCPA, please contact us at: privacy@discoveryed.com and insert "California Privacy Rights Request" in the subject line or call this toll free number: 1-800-323- 9084. You may also designate an authorized agent to make a request on your behalf by submitting your authorization to us via a verified form of communication, such as through the email address you previously provided to us or previously used to communicate with us. Please allow forty-five (45) days for a response.

We will use the following process to verify Requests to Know, Requests to Delete, and Requests to Correct: We will acknowledge receipt of your request, verify it using processes required by law, then process and respond to your request as required by law. To verify such requests, we may ask you to provide the following information:

- For a request to know categories of personal information which we collect, we will verify your identity to a reasonable degree of certainty by matching at least two data points provided by you against information in our systems which are considered reasonably reliable for the purposes of verifying a consumer's identity.
- For a request to know specific pieces of personal information or for requests to delete, we will verify your identity to a high degree of certainty by matching at least three pieces of personal information provided by you to personal information maintained in our systems and also by obtaining a signed declaration under penalty of perjury that the requestor is the consumer whose personal information is the subject of the request.

An authorized agent can make a request on a California residents' behalf by providing a power of attorney valid under California law, or providing: (1) proof that the consumer authorized the agent to do so; (2) verification of their own identity with respect to a right to know categories, right to know specific pieces of personal information, or requests to delete which are outlined above; and (3) direct confirmation that the consumer provided the authorized agent permission to submit the request.

We will respond to verifiable requests received from California residents as required by law. For more information about our privacy practices, you may contact us as set forth in the Section below titled "Contact Us."

Do Not Track Disclosure

Discovery Education does not support Do Not Track browser settings and does not currently participate in any "Do Not Track" frameworks that would allow us to respond to signals or other mechanisms from you regarding the collection of your personal information.

B. Virginia

In this section, we provide information for Virginia residents as required under Virginia law, which grants Virginia residents certain rights and imposes restrictions on particular business practices as set forth below.

- **Right to Access:** Virginia residents have the right to confirm whether or not we are processing their personal information and to access such personal information.

- **Right to Correction:** Virginia residents have a right to correct inaccuracies in their personal information, taking into account the nature of the personal information and our purpose for processing their personal information.
- **Right to Delete:** Virginia residents have the right to request the deletion of their personal information that we have collected about them and to have such personal information deleted.
- **Right to Data Portability:** Virginia residents have a right to obtain a copy of their personal information previously provided to us in a portable and, if feasible, readily usable format.
- **Right to Opt-Out:** Virginia residents have a right to opt-out of the processing of their personal information for purposes of (i) targeted advertising; (ii) the sale of personal information; or (iii) profiling in furtherance of decisions that produce legal or similarly significant effects. Under Virginia law, “sale” means only if we exchange personal information for monetary consideration with a third party.
- **Right to Non-Discrimination:** Under Virginia law, we are prohibited from discriminating against Virginia residents for exercising their rights listed above.

Submitting Requests. If you would like to make a request to exercise your rights, please contact us at the contact details provided in Section 12.

C. Utah

In this section, we provide information for Utah residents as required under Utah law, which, beginning on December 31, 2023, grants Utah residents certain rights and imposes obligations on businesses as set forth below.

- **Right to Know:** Utah residents have the right to confirm whether or not we are processing their personal information.
- **Right to Access:** Utah residents have a right to access their personal information that we are processing.
- **Right to Obtain a Copy:** Utah residents have a right to obtain a copy of their personal information that we have collected in a portable and readily usable format, if feasible.
- **Right to Deletion:** Utah residents have a right to request the deletion of their personal information that we have collected about them.
- **Right to Opt-Out:** Utah residents have a right to opt-out of the processing of their personal information for the purposes of targeted advertising and the sale of their personal information. Under Utah law, sale means our exchange of personal information to a third party for monetary consideration.
- **Right to Non-Discrimination:** We are not permitted to discriminate against a Utah resident for exercising one of the above rights.

Submitting Requests. If you would like to make a request to exercise your rights, please contact us at the contact details provided in Section 12.

D. Connecticut

In this section, we provide information for Connecticut residents as required under Connecticut law, which, beginning on July 1, 2023, grants Connecticut residents certain rights and imposes restrictions on particular business practices as set forth below.

- **Right to Access:** Connecticut residents have a right to confirm whether we are processing their personal information and access the personal information we are processing.
- **Right to Correction:** Connecticut residents have a right to correct inaccuracies in their personal information previously provided to us.
- **Right to Deletion:** Connecticut residents have a right to request the deletion of their personal information that we have collected about them.
- **Right to Data Portability:** Connecticut residents have the right to obtain a copy of their personal information that we have collected in a portable format, if technically feasible.
- **Right to Opt-Out:** Connecticut residents have a right to opt-out of the processing of their personal information for the purposes of (i) targeted advertising, (ii) the sale of their personal information, or (iii) profiling in connection with certain automated decisions that produce legal or similarly significant effects. Under Connecticut law, the sale of personal information is the exchange of personal information for monetary or other valuable consideration by the controller to a third party.
- **Right to Non-Discrimination:** We are not permitted to discriminate against a Connecticut resident for exercising one of the above rights.

Submitting Requests. If you would like to make a request to exercise your rights, please contact us at the contact details provided in Section 12.

E. Colorado

In this section, we provide information for Colorado residents as required under Colorado law, which, beginning on July 1, 2023, grants Colorado residents certain rights and imposes restrictions on particular business practices as set forth below.

- **Right to Access:** Colorado residents have a right to confirm whether we are processing their personal information and access the personal information we are processing.
- **Right to Correction:** Colorado residents have a right to correct inaccuracies in their personal information previously provided to us.
- **Right to Deletion:** Colorado residents have a right to request the deletion of their personal information that we have collected about them.
- **Right to Data Portability:** Colorado residents have the right to obtain a copy of their personal information that we have collected in a portable format.
- **Right to Opt-Out:** Colorado residents have a right to opt-out of the processing of their personal information for the purposes of (i) targeted advertising, (ii) the sale of their personal information, or (iii) profiling in furtherance of decisions that produce legal or similarly significant effects. Under Colorado law, sale means our exchange of personal information for monetary or other valuable consideration to a third party.
- **Right to Non-Discrimination:** We are not permitted to discriminate against a Colorado resident for exercising one of the above rights.

Submitting Requests. If you would like to make a request to exercise your rights, please contact us at the contact details provided in Section 12.

F. United Kingdom/European Union/European Economic Area

If you are an individual located in the United Kingdom ("UK"), European Union or European Economic Area ("EU"), please refer to our UK Privacy Policy available at <https://www.discoveryeducation.co.uk/privacy-policy/>.

12. Contact Us

If you have any questions about this Policy or our privacy practices, please contact us by email, telephone or postal mail as follows:

Discovery Education, Inc. Attn: General Counsel or Privacy Counsel
4350 Congress Street Suite 700
Charlotte, NC 28209
Email: privacy@discoveryed.com
Tel: 1-800-323-9084

We will use the following process to verify your consumer or privacy rights requests: We will acknowledge receipt of your request, authenticate it using processes required by law, then process and respond to your request as required by law. To authenticate such requests, we may ask you to provide additional information as reasonably necessary.