

EXHIBIT D

DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE MLSA

1. Purpose

- (a) This Exhibit supplements the Master License and Service Agreement (“MLSA”) to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as “Section 2-d”). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES’ Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES’ website.
- (b) To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that Vendor has online or written Terms of Service (“TOS”) that would otherwise be applicable to its customers or users of its Product that is the subject of the MLSA, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. Definitions

Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

In addition, as used in this Exhibit:

- (a) “Student Data” means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (b) “Teacher or Principal Data” means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (c) “Protected Data” means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor’s Product.

- (d) “Participating Educational Agency” means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use Vendor’s Product pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Erie 1 BOCES or another BOCES that is licensed to use Vendor’s Product pursuant to the MLSA to support its own educational programs or operations.

3. **Confidentiality of Protected Data**

- (a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.
- (b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES’s policy on data security and privacy. Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy.. Erie 1 BOCES will provide Vendor with a copy of its policy. Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor’s continued compliance with Section 2-d.

4. **Data Security and Privacy Plan**

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES’ Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor’s Data Security and Privacy Plan are as follows:

- (a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES’ data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement. In the event Vendor’s policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.
- (b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA: **[Insert here – also provide a copy of Data Security and Privacy Plan]**

We only require student and teacher login to an online website for viewing of content. No student or teacher data, test scores, addresses, or personal information is requested, shared, or stored in

the website, or on any cloud or computer system. Teachers may use their email address and school provided student email addresses for logins. Students and teachers use their School District provided LMS systems for recording student progress, grades, turning in assignments, and sharing data. No student data is collected, therefore no data security plan is required. We have attached our website Privacy Policy. Privacy policies for Exploring Robotics and other vendors whose products we sell will apply when students or teachers purchase items directly from the websites or log into those websites.

Our data protection policies will meet these contract requirements: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

- (c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.
- (d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.
- (e) Vendor [*check one*] will will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.

- (g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

5. **Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

- (a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).
- (b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.
- (c) Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.
- (d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:
- (i) the parent or eligible student has provided prior written consent; or
 - (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.
- (e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
- (f) Use encryption technology that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.
- (h) Promptly reimburse Erie 1 BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

6. **Notification of Breach and Unauthorized Release**

- (a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.
- (b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at mokal@e1b.org, or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).
- (c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.
- (d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.
- (e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

EXHIBIT D (CONTINUED)

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

BY THE VENDOR:

DocuSigned by:

769C8B92349F4CD...
Signature

Linda Nichols-Plowman
Printed Name

CEO and President
Title

6/26/2023

Date

EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION

ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT BETWEEN ERIE 1 BOCES AND [*EDFORTECH CORP*]

Erie 1 BOCES has entered into a Master License and Service Agreement (“MLSA”) with [*EDforTech Corp*] which governs the availability to Participating Educational Agencies of the following Product(s):

[Exploring Robotics STEM Lab Stations for grades K-12. For each grade level we provide turn-key systems with CS & STEM online curriculum, robots, accessories, batteries and chargers where applicable, and software for learning coding. The courses provide a progression of learning aligned to Computer Science Standards of Impacts of Computing, Computational Thinking, Networks and System Design, and CyberSecurity.

- Exploring Expeditions with mTiny STEAM Lab Station for students grades PK - 2nd.
- Exploring CS & STEM with Codey Rocky Lab Station for students grades 3-7.
- Exploring CS & STEM with HaloCode Lab Station for students grades 5-8.
- Exploring CS & STEM with CyberPi Lab Station for students grades 5-8.
- Exploring CS & STEM with MBot Lab Station for students grades 4-8.
- Exploring CS & STEM with Ranger Lab Station for students grades 6-9.
- Exploring CS & STEM with Ultimate Lab Station for students grades 8-12.

]

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law (“Protected Data”).

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor’s subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: [*Providing applicable contract information from this contract to the subcontractor*]

as part of our contract agreement with subcontractor, provide an NDA agreement, and by providing applicable training to subcontractor to inform them of the provisions, and consistent management review and oversight of subcontractor to ensure they adhere to the provisions.]

Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on July 1, 2023 and expires on June 30, 2026.
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.
- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

Contract Attachment : EDforTech Data Security and Privacy Policy

Interactive Media Publishing and EDforTech Corp

Effective Date: September 1, 2014

Last Updated: October 1, 2022

PRIVACY POLICY AND CHILDREN'S PRIVACY POLICY

This Privacy Policy explains what information will be collected by Interactive Media Publishing and parent company, EDforTech Corp (“IMP”, “we,” “us,” or “our”) when you access our websites, software, applications, connected products or related services (collectively, the “Service”) and how the information will be used.

We do not collect data to share with others. We will not use or share your information with anyone except as described in this Privacy Policy. Each time you use our Service you are accepting the practices described in this Privacy Policy, as applicable, at that time.

OVERVIEW

Most of the websites operated by IMP are websites intended for grown-ups (parents, educators, developers, etc.) to learn about and/or purchase our products and services. These websites (which we refer to as our “General-Audience Sites”) include, but are not limited to, our main website EDforTech.com, our e-commerce site at exploringrobotics.com and our teachers’ and student course sites at RobotCourse.com and Ed4Tech.com. We do not knowingly solicit or collect Personal Information (defined below) from children under the age of 13 (“Children Users”) on these General-Audience Sites.

The robots sold on our website developed by other Manufacturers and Software Developers and their corresponding mobile applications, (together, our “Child-Directed Products”) are generally intended to be used and enjoyed by children, students, and teenagers of all ages. The Apps for these robots are provided by their manufacturers who employ special measures when collecting or processing information through their Child-Directed Products and generally avoid or limit the collection of Personal Information through these products. For more details on our practices related to children, please see the section on Children’s Privacy below.

Definitions

This Privacy Policy uses certain capitalized terms that have particular meanings. Sometimes, those terms are defined when they are first used. In addition, and for ease of reference, the following terms are defined in this section:

- “**App**” means any software application, including, but not limited to, Android and/or iPad and/or iPhone software applications provided by IMP or any software application that IMP resells from a manufacturer or software development company.
- “**Browsing Information**” means information about your use of the Service, or your computer’s (or other access device, such as an iPad or smartphone) interaction with the Service. Browsing Information also includes certain of the information described in the “Information Collected Automatically” section below. This information is linked to a device identifier, such as the Internet Protocol (IP) address of your computer or device. Some robots include a product identifier, and through the App your robot transmits information to the manufacturer that they may use to provide services, assist you in troubleshooting, and improve the products, services, Website and App. In general, IMP does not use Browsing Information to

identify you, but such information may be paired with Personal Information, or with other information that together, could be used to identify you. Additionally, third parties, such as analytics companies and advertising service providers may access, collect, store, and use Browsing Information, and they may use it to identify you.

- **“Personal Information”** means information that directly identifies you, or that can directly identify you, such as your full name, physical address (home, mailing, shipping, and/or billing address), e-mail address, phone number, and/or credit card information. In the case of Children Users, Personal Information may also include the child’s precise geo-location, school name/address, a photo, video, or audio file that contains the child’s image or voice, and/or a persistent identifier (such as an IP Address or device ID) when such information is not used for internal support purposes.

- **“Product Use Information”** means information related to use of one of our products, such as robot name, activities coded, or similar information. Product Use Information is linked to the product identification number of your robot.

- **“User Content”** means any content that you personally create or produce and upload to our Service, such as a comment, message, photo, video, voice recording, artwork, software code or program, or other similar content. User Content may (in some cases) contain Personal Information if Personal Information is provided within the User Content.

- **“Website”** or **“Site”** means any websites, web pages, and any subpages (including mobile websites, web pages and subpages) under IMP’s control, whether partial or otherwise. This includes but is not necessarily limited to the General-Audience Sites listed above, and any subpages of these websites.

INFORMATION WE COLLECT

Personal Information We Affirmatively Collect From You

We may collect Personal Information from you, such as first and last name, phone number, email address, physical address, school information, and/or credit card information, when you: (i) register for an account on our Service, (ii) sign up for our newsletter, (iii) make a purchase or order on our General-Audience Sites, (iv) include Personal Information in User Content that you upload to our Service, or (v) set up or enable certain features for your child/student on the Child-Directed Products we resell. Other profile information you may affirmatively provide to us about you or a child or student (such as birthdate, age, gender, username, password, etc.) may be collected and maintained together with your Personal Information. You can choose not to provide any information that is requested of you by us. However, this may limit your ability to use or access the Service.

Additionally, if a friend refers you to us by providing us with your e-mail address, we may send you a message. However, we will use your e-mail address only to send the friend’s message unless you otherwise affirmatively provide information to us.

In addition to collecting information on the Service, we may collect information from you when you communicate with us over the phone, including via text messages or via e-mail. This information may include Personal Information. This information may be matched with, and stored in connection with Personal Information provided or collected in connection with your registration for or use of the Service.

We also may now or in the future receive Personal Information about you from third parties. For example, if you access our Service or Site through a third-party connection or log-in, including

social networking services such as Facebook where you have a registered account, that third party may pass certain information about your use of its service to IMP. This information could include, but is not limited to, the user ID associated with your account, an access token necessary to access that service, any information that you have permitted the third party to share with us, and any information you have made public in connection with that service. You should always review, and if necessary, adjust your privacy settings on third-party websites and services before linking or connecting them to the IMP Service or Site.

Please note that the third party functionalities described above are not made available to Children Users. For more details on our data collection practices for Children Users, please see the section on Children's Privacy below.

Information Collected Automatically

Log file information is automatically reported by your browser each time you access a web page on our Service. When you access the Service, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your IP Address, web request, browser type, referring / exit pages and URLs, number of clicks, domain names, landing pages, pages viewed, and other similar information.

Product Use Information is also automatically transmitted to us (or the product manufacturer) through Apps and used to provide product support, improve our products and services, and for similar activities that support our internal operations. If you share your robot with someone or resell your robot to someone else, your Product Use Information that is stored and has been transmitted to us by your robot will remain in the possession of the manufacturer. In addition, any User Content (such as altered voice recordings) that you create and store on your robot can potentially be played back by the new owner of your robot, unless you remove such recordings in advance. For guidance on how to remove such recordings, please contact IMP using the contact information at the bottom of this Privacy Policy.

We may use certain third party services including, but not limited to, Google Analytics, to help us understand your use of the Service. These services collect information about your use of and the performance of the App, the Site, and/or robots and also collect information sent by your browser as part of a web page request, including cookies and your IP Address.

In general, we will store tracking information in an anonymous aggregated form, however, we or our third party tracking partners may store certain information, such as pageviews, in a manner that can be associated to specific devices.

We use persistent cookies and session cookies. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the Service. Persistent cookies can be removed by following your web browser's directions, but such removal may affect your use of or access to certain portion of the Service. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. If you refuse cookies you may not be able to experience all the features of our Service.

Third Party Ad Networks

For our General-Audience Sites, IMP may partner with third party advertisers, ad servers, and ad networks that use cookies, beacons, tags, scripts and other tracking technologies ("Third

Party Advertising Companies”). These companies may use information about your visits to our General-Audience Sites and other websites in order to provide advertisements about goods and services of interest to you, including re-targeted ads that attempt to direct you back to our General-Audience Sites or ads targeted based on your overall browsing interests. If you do not wish to receive such targeted ads, please visit the websites below to learn about how you may opt out of receiving targeted ads and enable opt-out settings.

- <https://optout.aboutads.info/#/>
- <https://optout.networkadvertising.org/#/>

On our Child-Directed Products, IMP does not show behaviorally-targeted or retargeted ads to Children Users or track Children Users for targeted advertising purposes.

Some web browsers may automatically transmit "do-not-track" signals to the websites which users visit. IMP does not currently process or respond to such automated “do not track” signals or other transmissions that indicate a request to automatically disable online tracking of users who visit or use our Service.

HOW WE USE YOUR INFORMATION

We use or may use Personal Information and Browsing Information for a variety of purposes, including:

- To operate the Service, monitor the effectiveness of the Service, to improve the content of the Service, and layout and design.
- To help provide you with a smooth, efficient user experience.
- For billing, identification and authentication, and fraud prevention.
- To respond to any inquiries or requests received from you.
- To monitor, analyze and describe usage patterns and performance of the Service, including aggregate metrics such as total number of visitors, traffic, and demographic patterns.
- To contact you and deliver administrative notices and communications relevant to your use of the Service, such as security or support and maintenance advisories.
- To conduct system administration and system troubleshooting and to diagnose or fix technology problems.
- To comply with legal requirements and process (for example, in response to subpoenas, court orders, and law enforcement or governmental requests or investigations), to protect our legal rights or the rights of others (for example, by working to reduce the risk of fraud or misuse of the Service).
- To enforce our Terms of Use or other policies or agreements.
- To send promotional communications and/or newsletters to you and for other marketing purposes of IMP or partners.
- In connection with an unusual business transaction, such as the bankruptcy or liquidation of, sale of, purchase of, or merger with our business or another business.
- For distribution to third-party service providers that provide services to IMP and partners of IMP.
- As otherwise set forth in this Privacy Policy.

HOW WE SHARE YOUR INFORMATION

Personal Information: Except as set forth below, IMP will not rent or sell your Personal Information to others, or share it with independent third parties for their separate marketing-related purposes. To operate the Service, however, we may share your Personal Information

with our agents, representatives and contractors so they can provide us with support services and other features and fulfill your orders. We require these third parties not to use your Personal Information for any other purpose. We may store Personal Information in locations outside the direct control of IMP (for instance, on servers or databases co-located with hosting providers).

Browsing Information: We may share non-personally identifiable information (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with interested third parties to help them understand the usage patterns for our Service. Non-personally identifiable information may be stored indefinitely.

Instances where we are required to share your information: IMP will disclose your information where required to do so by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use or to protect the security or integrity of our Service and our property (including our intellectual property); and/or (c) to exercise or protect the rights, property, or personal safety of IMP, our users or others.

What happens in the event of a change of control: We may buy or sell/divest/transfer our company (including any shares in our company), or any combination of our products, services, assets and/or businesses at any time. All information, whether Personal Information or Browsing Information, related to the Service may be sold or otherwise transferred in connection with any such transaction(s). We may also sell, assign or otherwise transfer such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of the company. Any transferees who receive your information in connection with a change of control must abide by the terms of this Privacy Policy.

STORAGE AND PROCESSING

Your information collected through the Service may be stored and processed in the United States or any other country in which IMP or its subsidiaries or service providers maintain facilities. IMP may transfer information that we collect about you, including Personal Information, to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including Personal Information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. or any other country in which IMP or its parent, subsidiaries, or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy. However, such parties must abide by the terms of this Privacy Policy.

YOUR CHOICES ABOUT RECEIVING MARKETING MESSAGES

IMP offers parents, teachers, and other adults the choice of receiving different types of communication and information related to our company, products and services. You may subscribe to e-newsletters or other publications or you may also elect to receive marketing communications and other special offers from us via email. To help us understand whether we are providing information of interest to you, we may include software code or other tracking technologies in our emails to monitor whether you opened a particular email, whether you have

clicked on the images and/or links in the email, the date and time the message was opened, and whether your computer is capable of receiving HTML-based email. We endeavor to allow you to unsubscribe at any time from our email programs by clicking on the unsubscribe link at the bottom of any email message. You may also access and manage your preferences from your account, when available, or by contacting us directly at the contact information below. We reserve the right to send you service announcements or similar administrative messages, without offering you the opportunity to opt out of receiving them.

HOW WE PROTECT YOUR INFORMATION; SECURITY AND PASSWORDS

IMP takes what it believes to be commercially reasonable physical, electronic, and procedural safeguards to protect Personal Information. However, since no security system is impenetrable and "perfect security" does not exist on the Internet, we cannot guarantee the security of Personal Information or Browsing Information.

If you create an account to use the Service, you may be asked to choose a password for your account, which can be used to access information associated with your account (including Personal Information). You should choose a password that is not easy to guess, and does not use words that you would find in a dictionary. Do not disclose your password to any other person. You are responsible for maintaining the confidentiality of your password and account, and we will attribute activities that occur using your account information (e.g., through the use of your password) to you. If you suspect that your password has been compromised contact us immediately at using the contact information below.

HOW YOU CAN UPDATE YOUR INFORMATION

IMP believes strongly in giving you the ability to access and update or correct your Personal Information. You may update your Personal Information by logging into your account on IMP's Website, when available, or by contacting us directly using the contact information below.

CHILDREN'S PRIVACY

We care about children's privacy and are committed to complying with the [Children's Online Privacy Protection Act](#) (COPPA). To learn more about COPPA, please consult this simple one-page informational guide from the kidSAFE Seal Program: <https://www.kidsafeseal.com/knowaboutcoppa.html>.

Please note that while the Child-Focused Products offered by us (or by the Manufacturers and Developers whose products we resell) are aimed to be usable by children, students, and young teenagers, that only parents, legal guardians, educators or school administrators, or other adults are allowed to make purchases on our General-Audience Sites or within the Child-Focused Products.

To set up your robot, a parent or guardian or educator if part of an education class (aka Adult) should download the corresponding App and assist with account creation (if applicable). As part of the account creation, we may ask a Adult to provide an email address, account password, and limited profile information (username, birthdate, gender, etc.) about the child using the robot. This information is used to customize the robot experience for the child and to keep the Adult informed of the child's activities.

In compliance with COPPA, the parent's email address may be used to notify and obtain verifiable consent from a parent before activating an account or enabling certain data collecting

features for their child (such as chat messaging between the child and robot). The parent account information may also be used for account management purposes (e.g., profile updates, password reset, login for another IMP Website, etc.) and to communicate with the parent about new products, features, newsletters, and special promotions and events. Product Use Information is used only to support our internal operations.

In some instances, IMP may collect a limited amount of personal information from a parent or child (such as an email address) and use such information for a one-time event or communication (e.g., one-time contest, share your code submission, etc.) or for multiple ongoing communications to a child (e.g., email alerts, push notifications). For these types of activities, IMP may rely on exceptions to the parental consent requirement under COPPA or follow other procedures to ensure compliance (e.g., removal of personal information prior to collection or immediately after use, parental notification with opt-out mechanism, local storage of the information with no uploading to the web, etc.).

IMP does not currently offer any features on our Child-Directed Products that would allow Children Users to publicly post or share Personal Information with other users via the web. Some features on our Child-Directed Products may allow the storage of information (including Personal Information) locally on an App or robot device, without the uploading of such information to the web or IMP servers. Parents are still advised to remove any such information from their robot device, should they choose to sell, donate, or gift their device to someone else.

On our Child-Directed Products, we may collect and process Product Use Information and Browsing Information from Children Users, but only for purposes of supporting our internal operations, such as to help us:

- Maintain or analyze the functioning of our Child-Directed Products;
- Perform network communications; and
- Authenticate users of, or personalize the content on, our Child-Directed Products.

On our Child-Directed Products, we do not use Product Use Information or Browsing Information for behavioral or re-targeted advertising purposes or to allow third parties to track the activity of Children Users for such purposes.

With proper authentication, a parent or legal guardian always has the right to review the Personal Information we may have collected and stored about their child, request deletion of such Personal Information, or refuse to allow further collection or use of such information by IMP. Please keep in mind that a request to delete such information may limit the child's access to all or a portion of the Service. If you believe that a child under 13 might have provided us with Personal Information without your permission, or if you wish to view, request deletion of, or prohibit further collection of information about your child, please contact us using the contact information below. We urge parents to monitor their children's use of all digital media.

LINKS TO OTHER WEB SITES

We are not responsible for the practices employed by websites or services linked to or from the Service, including the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy does not apply to third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link or advertisement on our Website, are subject to that third party's own rules and policies. We encourage our users to be to familiarize themselves with the privacy statements of all websites and apps that they visit and interact with.

CALIFORNIA PRIVACY RIGHTS

Users who are California residents may request and obtain from us once a year, free of charge, certain information about the Personal Information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of Personal Information that was shared and the names and addresses of all third parties with whom we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing using the contact information below.

VISITORS RESIDING OUTSIDE THE UNITED STATES

IMP and its Service are based in the U.S., and IMP's offices are headquartered in the U.S. Please be aware that information you provide to IMP or that it obtains as a result of your use of the Service may be processed and transferred to the U.S. and be subject to U.S. law. The privacy and data protection laws in the U.S. may not be equivalent to such laws in your country of residence. By using the IMP Website or Child-Directed Products, participating in any of the Service, or otherwise providing IMP with your information, you (or a parent/guardian on your behalf) consent to this collection, transfer, storage, and processing of information to and in the U.S. IMP will take commercially reasonable steps to safeguard your data in accordance with this Privacy Policy, but is not responsible for the privacy and security practices of third parties.

UPDATES TO OUR PRIVACY POLICY

We reserve the right to update this Privacy Policy from time to time. When we do, we will post them here and revise the "Effective Date" at the top of this Privacy Policy. We encourage you to check this page periodically for any updates. If you continue to use the Service following the posting of an updated version of this Privacy Policy, we will treat your continued use as acceptance of the updated version.

If we make a material change in the way we handle previously collected Personal Information of our users, we will notify you more prominently and obtain your prior consent or the prior consent of a parent or legal guardian, as applicable and legally required.

CONTACTING US

If you have any remaining questions about how we treat your privacy, just let us know. You can contact us by writing to us at support@exploringrobotics.com or Privacy Manager, Interactive Media Publishing, 555 Conger St, Eugene OR 97402. Phone:1-760-650-2687