



ORDER FORM

Subscriber: BOONE COUNTY SCHOOL DISTRICT

Address: 8330 US HIGHWAY 42 FLORENCE, KY 41042-9286

Term: 7/1/2022 to 6/30/2023

Services	Start Date	End Date	Qty - Unit of Measure	Price	Total
Discovery Education Social Studies Techbook, Bundle (Per Site)	7/1/2022	6/30/2023	1 - Site	\$6,500.00	\$6,500.00
TOTAL:					\$6,500.00

This Order Form and the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions ("Standard Terms") constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

BOONE COUNTY SCHOOL DISTRICT

Discovery Education, Inc.

By: _____
(Signature Required)

By: _____
(Signature Required)

Title: _____

Title: _____

**Printed
Name:** _____

**Printed
Name:** _____

Date: _____

Date: _____

Please return Exhibits A and B with the signed Order Form.



**EXHIBIT A
LICENSED PRODUCTS**

Discovery Education Social Studies Techbook, Bundle (Per Site)		
SCHOOLS	START DATE	END DATE
OCKERMAN MIDDLE SCHOOL - 8300 US HIGHWAY 42, FLORENCE, KY. 41042-9605	07/01/2022	06/30/2023



EXHIBIT B

Discovery Education Social Studies Techbook, Bundle (Per Site)		
Product Bundle Includes	Quantity	Unit of Measure
Discovery Education Experience	1	Site
Discovery Education Social Studies Techbook	1	Site



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 (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 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 agreement amend or modify the terms and conditions of these Standard Terms.

1. 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 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) 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 of 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. 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 and may not use them in any commercial or for-profit manner. 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 educational and research purposes, and/or inconsistent with these Standard Terms.

b. **Downloading of Content.** Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. 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”, or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party other than Users.

c. **Editing Content.** Users may edit videos and video clips 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 1.3(c) may constitute copyright infringement. User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded 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 may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscriber s and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery, and Discovery shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery disclaims all liability to Subscriber in connection with such third party host, and Discovery shall have no responsibility to Subscriber or any User to ensure that such third party host maintains its service. 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; or (iv) 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.

1.4. **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 DEContractsTeam@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 DEContractsTeam@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 Addition of Schools.** 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 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.

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:

- DMCA Notice, Legal Department
- Discovery Education, Inc.
- 8403 Colesville Road, Suite 1200, Silver Spring, MD 20910
- Name of Agent Designated to Receive Notification of Claimed Infringement: Sam Kronthal
- Telephone Number of Designated Agent: 240-839-4239
- Email: DiscoveryEducationDMCA@discoveryed.com

3. **PROTECTION OF PERSONAL INFORMATION AND DATA SECURITY.**

3.1. **Student Data.** While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Services, which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (such data may include the following: school name, first name, middle initial, last name, username, student ID, grade level, parent/guardian name and parent/guardian email in addition to student-generated data and content that is created as a result of a student's interaction with the Services, IP address, and usage data (**"Student Data"**)), or an educator User provides an alphanumeric access code to student Users to access a lesson, activity, or assessment, Subscriber represents and warrants that Subscriber has all the necessary authorization to provide to Discovery any Student Data it or any User provides through the Services in order to use such functions. Consent may be required under applicable data privacy laws for the collection, use and disclosure of Student Data obtained from student Users through certain online services, and to the extent required, Subscriber consents to Discovery's use of Student Data collected from student Users who access the Services through their Log-In Information and through an access code generated by an educator User in the course of providing the Services. The parties agree to uphold their responsibilities under laws governing personal information, including:

(i) the Children's Online Privacy Protection Act of 1988 (**"COPPA"**), the Family Educational Rights & Privacy Act of 1974 (**"FERPA"**), Children's Internet Protection Act (**"CIPA"**) and (ii) any other laws, regulations and statutes, all solely to the extent applicable. Mystery Science does not require or allow students to create Mystery Science user accounts and does not collect any Student Data.

3.2. **Data Protection Addendum.** To the extent that Discovery collects student data in any Discovery service, Discovery agrees to protect Student Data in accordance with the provisions of the Discovery Education Student Data Protection Addendum (the **"DPA"**) located at www.discoveryeducation.com/Data-Protection-Addendum incorporated herein.

3.3. **User Data.** To the extent Subscriber 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 and/or Professional Development by authorized Users.

3.4. **Data Security.** Discovery shall implement commercially reasonable administrative, physical and technical safeguards designed to secure Personal Information from unauthorized access, disclosure, or use in accordance with Discovery's Security Policy attached as Schedule A to the DPA.

3.5. **De-identified Data** Discovery may de-identify and aggregate Subscriber's data with Discovery's other subscribers' data and use the de-identified and aggregate data for any lawful purpose including but not limited to assessing, improving, and developing our Services, business,

and for other analytics, marketing, and research purposes.

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 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. **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.

5.5. **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. 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

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.

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, 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. **Mystery Science Membership.** Full, continuous access to the Mystery Science 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. Purchase of a classroom membership entitles one teacher to create an account which they may use to access the Services for a single classroom. 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.
- 11.12. **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 email address below:

Discovery Education, Inc.
Attn: General Counsel
8403 Colesville Road
Suite 1200
Silver Spring, MD 20910
Copy to: President, K-12
Email: DEContractsTeam@discovered.com

Discovery Education Subscription Services: TERMS OF USE

I. Grant of Rights.

Pursuant to a subscriber agreement, purchase agreement, or other similar agreement (herein, the "Agreement") between Discovery Education, Inc. (or one of its related entities) ("Discovery Education"), or its authorized distributor, and the subscribing/purchasing entity (herein, "Subscriber"), for a subscription, license (or the equivalent) to a Discovery Education Subscription Service, including but not limited to, the services currently known as, Discovery Education Experience, Discovery Education Streaming Plus, Discovery Education Science, Discovery Education Techbook, Mystery Science (and other such services as Discovery Education may introduce from time to time), Discovery Education has granted to Subscriber, and the authorized educators, administrators and students under the Agreement (or, as otherwise defined in the Agreement, the "Users"), for the term of the applicable Agreement, a limited, non-exclusive, terminable, non-transferable license to access a Discovery Education Subscription Service (the "Website") 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 Agreement and these Terms of Use, such grant of rights subject to Discovery Education's rights thereto.

Discovery Education may, in its sole discretion, make changes to the Website and/or the Content, including but not limited to adding and/or removing video titles or other Content, adding closed-captioning, and implementing new encoding rates. Discovery Education respects the privacy of our users. Please take a few minutes to review our [Privacy Policy](#).

All rights not expressly granted to Subscriber and its Users pursuant to the Agreement are reserved to Discovery Education, and all uses of the Content by Subscriber and its Users not expressly permitted hereunder are prohibited.

II. Permitted and Prohibited Uses.

a. Use for Educational, Non-Commercial Purposes Only. Subscriber and its Users may use the Website and the Content for bona fide educational and research purposes only, and may not use them in any commercial or for-profit manner.

Discovery Education reserves the right, in its sole and absolute discretion, to limit Subscriber's and/or any Users' use of the Website in the event that Discovery Education, in its sole and absolute discretion, deems Subscriber's and/or such Users' use thereof to be inconsistent with educational and research purposes, and/or inconsistent with these Terms of Use.

b. Downloading of Content. Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. 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", or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party outside of the Community (as defined in the Agreement).

c. Editing Content. Users may edit videos and video clips designated on the Website 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 II(c) may constitute copyright infringement.

User must maintain all copyright, trademark and proprietary notices included with, attached to or

embedded 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 teachers' 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 Education or its content provider shall continue to own the Ancillary Materials: "Revised with the permission of Discovery Education. Discovery Education 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 may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscribers and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery Education, and Discovery Education shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery Education disclaims all liability to Subscriber in connection with such third party host, and Discovery Education shall have no responsibility to Subscriber to ensure that such third party host maintains its service. In addition, any Subscriber or User using the Local Host support option must use the Website, 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, distribute, or circulate the Website, the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Website 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 Website's or the Content's control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Website, the Content or Discovery Education or its content providers, or in any manner that Discovery Education may, in its sole discretion, deem inappropriate.

Subscriber and the Users acknowledge and agree that the Website 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 Education for which Discovery Education 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 Education, Discovery Education shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

III. Ownership.

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

IV. Security and Use of Passwords.

Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Website 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 Website and/or the Content by unauthorized persons using a User's Log-In Information. Unauthorized access to or use of the Website and/or the Content by someone using a User's Log-In information may be attributed to such User. Subscriber acknowledges that Discovery Education may require access to Subscriber's systems in order to perform single sign-on integration services to facilitate User access to the Website and Content. Subscriber hereby grants to Discovery Education a limited license to access such systems.

V. Citations.

User must include citation information, including Discovery Education or the applicable content provider (if identified) as the source, for all portions of the Content used in any end product.

VI. Communications from Discovery Education.

Discovery Education may periodically contact Users for customer service purposes. By accessing the Website and the Content, Users consent to receive such communications. Subscriber shall promptly provide Discovery Education with any and all information regarding its Users and/or use of the Website and the Content by its Users that Discovery Education reasonably requests. Subscriber agrees that Discovery Education may reference its business relationship with Subscriber in its marketing, press releases or sales materials.

VII. Changes to Terms of Use.

Discovery Education reserves the right to change these Terms of Use from time to time. Such changes will become effective when Discovery Education posts the revised Terms of Use on the Website. Users should check the Terms of Use from time to time, as they are bound by the Terms of Use posted on the Website at the time of access. Any revised Terms of Use shall supersede all previous versions.

VIII. Termination of the Agreement; Effect of Termination or Expiration

In the event that Subscriber breaches any term of the Agreement, or Subscriber and/or any of its Users breach these Terms of Use, and such breach is not cured within 10 days after receipt of notice thereof from Discovery Education, Discovery Education may terminate the Agreement in whole or in part immediately upon written notice to Subscriber. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable.

Upon expiration or prior termination of the Agreement, all rights granted herein shall revert to Discovery Education; all access to and use of the Website and the Content by Users must cease; all materials downloaded from the Website must be erased, deleted, or destroyed.

IX. No Warranties, Limitation of Liability.

THE WEBSITE AND THE 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 TERMS OF USE, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY EDUCATION 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 EDUCATION'S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. IN NO EVENT SHALL DISCOVERY EDUCATION 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.

X. Release.

To the extent permitted by law, Subscriber and its Users release and waive all claims against Discovery Education, its parent, subsidiaries, affiliated companies, agents or content providers, subcontractors, 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 Website 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Subscriber and its Users agree to release unknown claims and waive all available rights under California Civil Code Sec. 1542 or under any other statute or common law principle of similar effect.

XI. Representations/Indemnity.

Subscriber represents and warrants that (i) it has full power and authority to enter into the Agreement, and to agree to all the terms and conditions contained therein and in these Terms of Use, and has received all parental and other permissions required to permit Discovery Education to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Website and the Content; (iii) Subscriber and its Users will at all times use the Website and the Content only as expressly permitted by the Agreement and these Terms of Use; (iv) in the event that Subscriber requests that Discovery Education customize the Website 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 Website, Subscriber 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.

To the extent permitted by law, Subscriber and its Users shall defend, indemnify and hold Discovery Education, 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 Terms of Use, 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 Education.

All representations, warranties, and indemnities shall survive the expiration or prior termination of the Agreement.

XII. Reporting Infringement.

By accessing and/or using the Website and the Content, Users agree to report to Discovery Education all claims or suspected claims of copyright or other infringement of Discovery Education's intellectual property or other proprietary rights. Claims of infringement should be directed to Legal Department, Discovery Education, 8403 Colesville Road, Suite 1200, Silver Spring, Maryland 20910.

If you believe that any information on the Website infringes on your copyright, you should notify Discovery Education of your claim in accordance with the following procedures. Discovery Education will process notices of alleged infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable copyright laws. The DMCA requires that notification of claimed infringement be in writing and provided to Discovery Education's designated agent of service:

Pursuant to Title 17, United States Code, Section 512(c) (2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent.

Name of Agent Designated to Receive Notification of Claimed Infringement: Sam Kronthal
Full Address of Designated Agent to Which Notification Should Be Sent: Sam Kronthal, Legal Department, Discovery Education, Inc., 8403 Colesville Road, Suite 1200, Silver Spring, MD 20910. Telephone Number of Designated Agent: 704-557-2400.
E-Mail Address of Designated Agent: DiscoveryEducationDMCA@Discoveryed.com

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity

and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We may give notice to our Users by means of a general notice on any of our Websites, electronic mail to a User's e-mail address in our records, or written communication sent by first-class mail to a User's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below.

To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

XIII. Miscellaneous.

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. This Agreement shall be construed and enforced under the laws of the State of Maryland, 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 Maryland. 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. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof.

By using the Discovery Education Websites, you agree to abide by the terms of these Terms of Use. We hope you enjoy using the Discovery Education Websites, and we welcome suggestions for improvements.

Last updated January 24, 2022

DISCOVERY EDUCATION, INC. & MYSTERY ORGANIZATION, INC. PRIVACY POLICY

Last Updated: October 25, 2021

This Privacy Policy (“Policy”) describes how Discovery Education, Inc. (“Discovery Education”) and Mystery Organization, Inc., a subsidiary of Discovery Education, Inc., (“Mystery Science”) and their 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. Discovery Education is an Illinois corporation and Mystery Science is a Delaware corporation, each of whose main office is located at 4350 Congress Street, Suite 700, Charlotte, NC 28209.

1. Who We Are

Discovery Education and Mystery Science are online education service providers that produce and deliver 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 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.mysterydoug.com as well as any 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:

- The types of personal information we may collect or that you may provide when you visit our Websites or use our Services; participate in a contest, promotion, challenge, or sweepstakes; participate in a survey or provide feedback, communicate with us; register for Professional Development; participate in the Discovery Educator Network (“DEN”); or attend a conference, trade show or other event.
- Our practices for collecting, using, maintaining, protecting, and disclosing that personal information.

This policy DOES NOT apply to:

- Personal information we collect offline or through any other means except as provided for herein.
- Personal information we collect about job applicants, independent contractors, service providers, or current or former full-time, part-time and temporary employees and staff, officers, directors or owners of Discovery Education or Mystery Science.
- Information that you provide to or is collected by any third party, including through any third-party application or content that may link to or be accessible from or on the Websites or Services. These third parties may have their own privacy policies, which we encourage you to read before providing information to them.

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. While we strongly support the protection of privacy on the internet, 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, meaning that the information can no longer be attributed to an identifiable natural person without the use of additional information. Additionally, personal information does not include publicly available information, which is information that is lawfully made available from federal, state, or local government records.

Personal information is required for us to be able to provide the Services to you. In addition, some of the Services we provide require that we disclose your personal information to third parties, such as to companies that help us to provide our Services. If you are not willing to provide your personal information and have it disclosed to third parties in accordance with this Policy, you will not be able to use our Services.

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 our Privacy 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, and/or image.
- That is about you but individually does not identify you, including your grade in school, your age, what grade you teach, 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 activities in the Science Techbook, how likely you are to recommend the Websites or Services to others, or how you rate a particular digital lesson), and geographic location information (e.g., address, country, state, city and/or postcode).
- 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 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

We collect the following types of personal information from you when you access our Websites and Services. The most common of these circumstances where you would provide personal information and the categories of personal information we collect in those circumstances include the following:

- i. Purchasing a Subscription or Membership.** 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, parent/guardian name, and parent/guardian email. We will store and use this information to administer the Websites and Services in which you choose to participate. Mystery Science does not require or allow students to create Mystery Science user accounts.
- 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 apply to join the DEN STAR Educator Program or the Leadership Council, we may collect your name, email address, role, grade, subject, social media handles and websites, school district, school name, picture, supervisor’s name, supervisor’s role, and supervisor’s email, and details of how you incorporate our Services, such as our Techbooks or Coding program, into your curriculum through the application process. If you are accepted to the DEN STAR Educator Program or the Leadership Council, we may ask you to submit an activity report that details how you have shared your knowledge about our Services with other educators periodically throughout the school year.
- v. **Contacting Customer Service.** When you contact our customer service, 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.
- vi. **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.
- vii. **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.

- viii. **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.
- ix. **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.
- x. **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.
- xi. **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.
- xii. **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.
- xiii. **Registering for Events.** When you register for an event, such as professional development, we may collect your name, job title, professional email address, phone number, mailing address, state, school district, and school name during the registration process.
- xiv. **Referrals.** Some of our Services may allow you to refer other educators to use our Services by providing their names and email addresses. We will use the email addresses you provide to send an email inviting the recipient to use our Services. If the recipient does not respond to the invitation, we may send a single reminder email.

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 in to 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, including Smartlook, Facebook, Pinterest and LinkedIn, 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.** We use Google Analytics 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.

- iv. **Smartlook.** Mystery Science uses Smartlook to track, analyze, and understand visitor and user activity and behavior, including the scroll depth and where users click, to record the user journey, and analyze how visitors and users interact with our Websites and Services. We use this information to allow us to improve our Websites and Services.

Educators may share Mystery Science lessons with their students through the Student Links to enable students to access the lessons on their own devices. Mystery Science does not automatically 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 shared the Student Link.

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 through the 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 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 may process on your behalf, or that we receive from our financing partners, is subject to this Privacy Policy.

4. Purposes for Processing Personal Information

Purposes for using 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.

- Provide and deliver the Services you request, license or purchase.
- Personalize and improve our Websites and Services and your experiences when you use our Websites and Services, including to develop new products and services.
- Process and complete a transaction or service requested by you.
- Contact you in response to sign up forms such as Contact Us or Order Inquiry, and to provide you with customer support.
- Communicate with you about programs, products, and Services that we think may interest you; offers (such as a free-trial of a product or 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 or 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 newsletters to stay up-to-date on the effective use of our Services into your curriculum; and provide you with exclusive resources, learning opportunities, and experiences. We may also 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.
- 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 Privacy 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.
- To 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 activities in connection with our Websites and Services.
- For surveys, research and development, and analytics (including sales and marketing research).
- 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.
- Keeping our Websites, Services, products 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, Mystery Science, our affiliates, subsidiaries and the companies under our control and ownership, we may share personal information such as name and contact details of our customers' primary point of contact and end users of the Services, users' usage details of the 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 development.
- **Corporate and Non-Profit Education Partners.** We partner and collaborate with corporate and non-profit education partners to provide teachers with professional development and training; introduce students to careers and educational experiences; develop educational websites for educators, children, and parents; integrate digital content provided by the 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. 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., aggregate counts of schools with access to the Services, aggregate counts of students who have logged in and used the content in the Services, and aggregate counts of clicks on content in the Services). These reports do not contain personal information. When you engage 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 personal information of 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. 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 one-time follow-up email.
- **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.
- **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.

- To the extent Subscriber is not a school or school district, with the Subscriber's authorization, we may 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 and/or Professional Development by authorized Users.

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 (60) 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.

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.

Opt-Out

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

You also will be given the opportunity, in any commercial 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 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.

Even if you opt-out of receiving promotional or marketing communications, you may continue to receive emails and notifications relating to your subscription, service announcements, administrative notices, surveys, and/or other business-related communications.

8. Children’s Personal Information

Mystery Science does not permit students to create user accounts and does not collect personal information from students at this time.

In most instances, Discovery Education will only request the first name and email address of a child under 16 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 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 16 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 16 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 registered 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. or Mystery Organization, Inc.
Attn: General 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 the California Consumer Privacy Act (the “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 Mystery Science; 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 entitled “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 entitled “Information We Collect and How We Collect It,” and for the purposes described in the Section above entitled “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:** California residents have the right to opt-out of the sale of their personal information. **We do not sell personal information.**
- **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, disclosed and sold 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;
 - categories of third parties with whom we have shared their personal information;
 - categories of personal information that we have sold in the preceding 12 months, and for each category identified, the categories of third parties to which we sold that particular category of 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.

- **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.

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 and Requests to Delete: 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 entitled "Contact Us."

Do Not Track Disclosure

Discovery Education and Mystery Science do 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. United Kingdom/European Union/European Economic Area

If you are an individual located in the United Kingdom, European Union or European Economic Area, you may have the following rights regarding your personal information:

You have the right to request access to your personal information, and the rectification of inaccurate personal information concerning you and obtain a copy of the personal information held by us. You have the right to obtain the deletion or the restriction of processing of your personal information in certain circumstances, including when the data are no longer necessary in relation to the purposes for which they were collected or otherwise processed, except when we are required by law to maintain or otherwise process your personal information, for the establishment, exercise, or defense of legal claims, or for the protection of the rights or another person. You may have the right to request that we stop processing your personal information and/or to stop sending you marketing communications. In certain circumstances, you may have the right to be provided with

your personal information in a structured, machine readable and commonly used format and to request that we transfer the personal information to another data controller without hindrance. You also have the right to lodge a complaint with a supervisory authority, in particular in the country of your habitual residence, place of work, or place of an alleged infringement of the applicable data protection law.

If you would like to make such a request, please email: privacy@discoveryed.com and insert "Privacy Rights Request" in the subject line or call this toll free number: 1-800-323-9084. To protect your privacy and security, we may take steps to verify your identity before taking action on your request.

Our Legal Basis for Processing Personal Information

Our legal basis for processing your personal information will depend on the personal information concerned and the specific context in which we collect it. We rely on the following lawful bases for processing personal information: necessary for the performance of a contract, your explicit consent, and our legitimate interests, and compliance with legal obligations.

When we have collected your personal data to provide you with Services that you have requested, our legal basis for the processing of that personal data is that it is necessary for the performance of a contract to which you are a party or in order to take steps at your request prior to entering into a contract. If you refuse to provide us with your personal data, you may be unable to obtain the products and services from us that you requested.

We also collect and process personal data about you as necessary to operate our business, sales, account management, provide direct marketing, product development and improvement, product usage analytics, meet our contractual and legal obligations, comply with federal, state, and local laws, and/or fulfill our other legitimate interests (when not overridden by your data protection interests or fundamental rights and freedoms).

When you participate in a survey, challenge, competition, sweepstake, promotion, and/or contest, our legal basis for the processing of your personal data is your explicit consent. Where our processing of your personal data is based on your consent, you have the right to withdraw your consent at any time. This does not affect the lawfulness of the processing based on consent before its withdrawal.

If you have any questions about or need further information concerning the legal basis on which we collect and use your personal data, please contact us using the contact details provided below.

International Transfer of Information

Your personal information may be transferred to, stored, and processed within the United States. Additionally, we may transfer your personal information to other countries in certain circumstances, for example because a server or third party service provider is located there. BY

PROVIDING YOUR PERSONAL INFORMATION TO US, YOU ARE CONSENTING TO ANY TRANSFER, STORAGE, AND PROCESSING IN ACCORDANCE WITH THIS POLICY.

There are potential risks to you associated with transferring your information to the United States and other countries due to the absence of an adequacy decision and appropriate safeguards. These risks include the risk that you will not be able to exercise your data protection rights under applicable law to protect yourself from unlawful use or disclosure of your information. The data protection and privacy laws of certain countries, including the United States, may not afford you the same level of protection as those in your own country.

12. Contact Us

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

Discovery Education, Inc. or Mystery Organization, Inc.

Attn: General Counsel

4350 Congress Street

Suite 700

Charlotte, NC 28209

Email: privacy@discoveryed.com

Tel: 1-800-323-9084