

Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

May 11, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract and conditions with Mystery Science for Beechgrove, Ft. Wright, Caywood, Kenton, Piner, Taylor Mill, White's Tower, Ryland, Hinsdale, River Ridge, and Summit View Elementary Schools for 2 years; 2026-2027 and 2027-2028.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

Mystery Science is a comprehensive science curriculum for grades K-5 that is aligned to NGSS and KSA. Mystery Science lessons provide students with hands-on learning experiences that are phenomena driven and teach students critical thinking skills. Mystery Science is used as the Tier I core curriculum by all KCS D elementary schools.

FISCAL/BUDGETARY IMPACT:

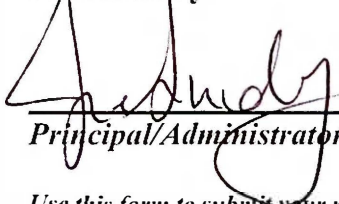
\$39,578.00 (School Instructional Funds-7000, Title I)

RECOMMENDATION:

Approve the contract and conditions with Mystery Science for Beechgrove, Ft. Wright, Caywood, Kenton, Piner, Taylor Mill, White's Tower, Ryland, Hinsdale, River Ridge, and Summit View Elementary Schools for 2 years; 2026-2027 and 2027-2028.

CONTACT PERSON:

Jena Smiddy


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



ORDER FORM

Subscriber: KENTON COUNTY SCHOOL DISTRICT
Address: 2044 Tuscanview Drive, Covington, KY 41017
Term: 07/01/26 to 06/30/28
Quote Expiration: 10/25/26

Services	Start Date	End Date	Qty - Unit of Measure	Price	Total
Mystery Science	07/01/26	06/30/27	11 - Site	\$1,799.00	\$19,789.00 USD
Mystery Science	07/01/27	06/30/28	11 - Site	\$1,799.00	\$19,789.00 USD

TOTAL:	\$39,578.00 USD
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Prior to the start of each year of the Term, the Subscriber may terminate this Order Form if the Subscriber's School Board, or other applicable authority, fails to approve and provide sufficient funding for the Services, subject to the following conditions, all of which must be satisfied by Subscriber: (i) provide Discovery with written notice of such intent to terminate for insufficient funding no later than June 1, 2027 and (ii) promptly reimburse Discovery for all services delivered prior to the date of termination.

This Order Form and the Discovery Education Standard Terms of Services and License available at <https://discoveryeducation.com/terms-and-conditions> ('Standard Terms') constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services except pursuant to the following modifications made to the Standard Terms. 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.

1. Section 11.3. The Parties agree that the Jurisdiction shall be modified to the federal and state courts located in the State of Kentucky and that the laws of Kentucky shall be enforced.

KENTON COUNTY SCHOOL DISTRICT

Discovery Education, Inc.

By: _____
(signature required)

By: Megan Haller
(signature required)

Title: _____

Title: EVP - Global Ops

Printed Name: _____

Printed Name: Megan Haller

Date: _____

Date: May 5, 2026

Please return with the signed Order Form:
 Exhibit A Licensed Products

 Invoices are typically generated at the beginning of the agreement or start of your next term and are due in accordance with the Standard Terms. If you would like to receive the invoice in advance, please visit [Company & Product Information – Discovery Education Help Center](#) for further instructions.



EXHIBIT A
Licensed Products

Mystery Science		
SCHOOLS	START DATE	END DATE
BEECHGROVE ELEMENTARY SCHOOL - 1029 BRISTOW RD, INDEPENDENCE, KY. 41051-9600	07/01/2026	06/30/2027
BEECHGROVE ELEMENTARY SCHOOL - 1029 BRISTOW RD, INDEPENDENCE, KY. 41051-9600	07/01/2027	06/30/2028
FORT WRIGHT ELEMENTARY SCHOOL - 501 FARRELL DR, FT WRIGHT, KY. 41011-3775	07/01/2026	06/30/2027
FORT WRIGHT ELEMENTARY SCHOOL - 501 FARRELL DR, FT WRIGHT, KY. 41011-3775	07/01/2027	06/30/2028
J A CAYWOOD ELEMENTARY SCHOOL - 3300 TURKEYFOOT RD, EDGEWOOD, KY. 41017-2647	07/01/2026	06/30/2027
J A CAYWOOD ELEMENTARY SCHOOL - 3300 TURKEYFOOT RD, EDGEWOOD, KY. 41017-2647	07/01/2027	06/30/2028
KENTON ELEMENTARY SCHOOL - 11246 MADISON PIKE, INDEPENDENCE, KY. 41051-7516	07/01/2026	06/30/2027
KENTON ELEMENTARY SCHOOL - 11246 MADISON PIKE, INDEPENDENCE, KY. 41051-7516	07/01/2027	06/30/2028
PINER ELEMENTARY SCHOOL - 2845 PINER RIDGE RD, MORNING VIEW, KY. 41063-9716	07/01/2026	06/30/2027
PINER ELEMENTARY SCHOOL - 2845 PINER RIDGE RD, MORNING VIEW, KY. 41063-9716	07/01/2027	06/30/2028
R C HINSDALE ELEMENTARY SCHOOL - 440 DUDLEY PIKE, EDGEWOOD, KY. 41017-3398	07/01/2027	06/30/2028
R C HINSDALE ELEMENTARY SCHOOL - 440 DUDLEY PIKE, EDGEWOOD, KY. 41017-3398	07/01/2026	06/30/2027
RIVER RIDGE ELEMENTARY SCHOOL - 2772 AMSTERDAM RD, VILLA HILLS, KY. 41017-4401	07/01/2027	06/30/2028
RIVER RIDGE ELEMENTARY SCHOOL - 2772 AMSTERDAM RD, VILLA HILLS, KY. 41017-4401	07/01/2026	06/30/2027
RYLAND HEIGHTS ELEMENTARY SCHOOL - 3845 STEWART DR, LATONIA, KY. 41015-9307	07/01/2026	06/30/2027
RYLAND HEIGHTS ELEMENTARY SCHOOL - 3845 STEWART DR, LATONIA, KY. 41015-9307	07/01/2027	06/30/2028
SUMMIT VIEW ACADEMY - 5006 MADISON PIKE, INDEPENDENCE, KY. 41051-7538	07/01/2026	06/30/2027
SUMMIT VIEW ACADEMY - 5006 MADISON PIKE, INDEPENDENCE, KY. 41051-7538	07/01/2027	06/30/2028
TAYLOR MILL ELEMENTARY SCHOOL - 5907 TAYLOR MILL RD, TAYLOR MILL, KY. 41015-2399	07/01/2026	06/30/2027

TAYLOR MILL ELEMENTARY SCHOOL - 5907 TAYLOR MILL RD, TAYLOR MILL, KY. 41015-2399	07/01/2027	06/30/2028
WHITES TOWER ELEMENTARY SCHOOL - 2977 HARRIS PIKE, INDEPENDENCE, KY. 41051-7990	07/01/2026	06/30/2027
WHITES TOWER ELEMENTARY SCHOOL - 2977 HARRIS PIKE, INDEPENDENCE, KY. 41051-7990	07/01/2027	06/30/2028

Certificate Of Completion

Envelope Id: D216CF97-EC6F-82AF-826B-EF3AE38168DB	Status: Sent
Subject: Complete with Docusign: DATA SECURITY AND BREACH PROTOCOLS_KY_KENTON COUNTY SCHOOL DISTRICT_202...	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Melissa Bearor
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	4350 Congress St, Suite 700
	Charlotte, NC 28209
	MWorrell@discoveryed.com
	IP Address: 2600:4040:2421:

Record Tracking

Status: Original	Holder: Melissa Bearor	Location: DocuSign
5/14/2026 8:59:55 AM	MWorrell@discoveryed.com	

Signer Events

Deidra Penny	Signature	Timestamp
DPenny@discoveryed.com		Sent: 5/14/2026 9:02:07 AM
Sr. Corporate Counsel		
Discovery Education		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Megan Haller
mhaller@discoveryed.com
Executive Vice President of Global Operations
Discovery Education
Security Level: Email, Account Authentication (None)

Signed by:
Megan Haller
D661C3CCF063464...

Signature Adoption: Pre-selected Style
Using IP Address: 174.196.23.148
Signed using mobile

Sent: 5/14/2026 9:02:07 AM
Viewed: 5/14/2026 10:34:25 AM
Signed: 5/14/2026 10:34:34 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
Envelope Sent	Hashed/Encrypted
Certified Delivered	Security Checked
Signing Complete	Security Checked
	5/14/2026 9:02:07 AM
	5/14/2026 10:34:25 AM
	5/14/2026 10:34:34 AM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services, LLC 8000 Norman Center Dr, Suite 400 Bloomington, MN 55437 612 509-1001	CONTACT NAME: Morgan Holt PHONE (A/C, No, Ext): 612 509-1001	FAX (A/C, No):	
	E-MAIL ADDRESS: morgan.holt@usi.com		
INSURED Discovery Education, Inc. 4350 Congress Street, Suite 700 Charlotte, NC 28209	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: StarNet Insurance Company		40045
	INSURER B: Berkley National Insurance Company		38911
	INSURER C: ACE American Insurance Company		22667
	INSURER D: Zurich American Insurance Company		16535
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: **54143765** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		TCP701503916	02/01/2026	02/01/2027	EACH OCCURRENCE \$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
						MED EXP (Any one person) \$15,000
						PERSONAL & ADV INJURY \$1,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY OTHER:		TCP701503916	02/01/2026	02/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		TCP701503916	02/01/2026	02/01/2027	EACH OCCURRENCE \$15,000,000
						AGGREGATE \$15,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		TWC701278211	02/01/2026	02/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Cyber Tech E		D01800243	02/01/2026	02/01/2027	\$5,000,000
D	Excess Cyber		EOC732253004	02/01/2026	02/01/2027	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER KENTON COUNTY SCHOOL DISTRICT 2044 Tuscanview Drive Covington, KY 41017	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Kenton County School District | *It's about ALL kids*

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF
PERSONAL AND CONFIDENTIAL INFORMATION**

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of a security breach as defined in the Act, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, to the extent the security breach is directly caused by vendor's material breach of this Addendum or the applicable data protection law, the vendor hereby agrees to an apportionment of the reasonable and legally required costs of the notification and mitigation of the security breach. However, to the maximum extent permitted by law, in no event shall vendor's aggregate liability with respect to any matters whatsoever arising under or in connection with this Addendum (including any security breach attributable to vendor, any claim, cost, or damage related to a security breach or unauthorized access or disclosure of personal information or educational records, and any associated breach notification or mitigation costs) exceed the lesser of: (i) total fees paid by the KCBOE to vendor under the Order Form or Services Agreement 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 Service Agreement or Order Form being aggregated to determine satisfaction of the limit.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Educational Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Discovery Education, Inc.

Vendor Name

4350 Congress Street, Suite 700, Charlotte, NC 28209

Vendor Address

800-323-9084

Vendor Telephone

DECommercialOpsTeam@discovered.com

Vendor Email Address

Signed by:

D661C3CCF063464...

Signature by Vendor's Authorized Representative

Megan Haller

Print Name

May 14, 2026

Date

Standard Terms of Service and License

Effective: May 6, 2025

These Standard Terms of Service and License (the “**Standard Terms**”) govern a Member’s (as defined below) access, use, and purchase of Mystery Science and Mystery Writing applications, services, and membership (collectively “**Mystery**”), which are owned and operated by Discovery Education, Inc. (“**Discovery**”). These Standard Terms apply whether the Member accesses Mystery through software applications or the website (the “**Services**”). The Standard Terms also govern the Member’s use of the Services during any trial or pilot period (the “**Trial**”). These Standard Terms apply to any Order Form (as defined below) Discovery issues to the Member to provide access to the Services listed in the Order Form and to Member’s use of those Services. These Standard Terms supersede all other prior and contemporaneous agreements, negotiations, communications, or understandings, oral or written, with respect to the subject matter hereof. In no event shall the terms and conditions of any other purchase order or agreement amend or modify the terms and conditions of these Standard Terms.

Paid Memberships. Full, continuous access to the Mystery curriculum and lesson plans is only available with a paid membership (i.e., a subscription), which may not be reassigned, transferred, resold, or sublicensed without Discovery’s prior written consent. Limited access to the Mystery curriculums and lesson plans is available for free. School or district memberships may be purchased by the entity (“**Member**”) listed in the Order Form (as defined below) on a per site basis as indicated in an applicable Order Form, which entitles all of the teachers and staff (each, a “**User**”) at that site to create individual accounts which they may use to access the Services from anywhere on an unlimited number of devices. Homeschool memberships are for a single parent (also a “**Member**”) to use at home. Discovery may memorialize the sale of a membership using an Order Form, Storefront Quote, Credit Card Receipt, or Purchase Order, each of which shall be referred to as an “**Order Form**.”

Grant of License. Subject to the terms and conditions set forth herein, Discovery grants to Member, and in the case of a Member that is a school or a district, Member’s authorized educators, teachers, staff, and administrators employed by Member or enrolled in Member’s program, as listed in the applicable Order Form (the “**Users**”), for the term stated on the applicable Order Form (“**Term**”), a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to access the Services and any and all content included therein (the “**Content**”), and to stream 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 Member and its Users or Invited Users (as defined below) pursuant to the Standard Terms are reserved to Discovery, and all uses of the Content by Member and its Users not expressly permitted herein are prohibited.

Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted with those features. Discovery reserves the right, at any time, to modify, suspend, or discontinue the Services (or any portions of them). Member and Users and Invited Users (as defined below) agree that Discovery shall not be liable to them or to any third party for any modification, suspension, or discontinuation of the Services (or any portions of them).

Permitted Uses. Member and its Users and Invited Users (as defined below) may use the Services and the Content for bona fide educational and research purposes only. For avoidance of doubt, Member and its Users and Invited Users shall not use or access such Services or Content for any commercial, for-profit, or non-instructional purposes, including but not limited to, user testing, product evaluation, or product reviews on behalf of non-Members or third parties. Discovery reserves the right, in its sole and absolute discretion, to limit Member's and/or any Users' and Invited Users' use of the Services in the event that Discovery, in its sole and absolute discretion, deems Member's and/or such Users' and Invited Users' use thereof to be inconsistent with these Standard Terms.

Downloading of Content. Members may use the Content for noncommercial instructional use, but Members and Users may not edit, modify, or download images, audio or video files, videos, or video clips. Such viewing and use of the Content shall be for individual Member and User convenience only, and Members, Users, and Invited Users may not (1) systematically download any of the Content, (2) create distribution "libraries;" (3) transfer, display, or exhibit any of the Content to any third party other than Users or Invited Users; or (4) sell or rent any of the Content to any third party. In the course of using any Content as permitted hereunder, Member, and its Users may not make the Content, or any part thereof, available to any party who is not a Member or a User, except as permitted herein. Members, Invited Users, and Users must delete, destroy, or erase all Content and any copies thereof after use or expiration of the Term, whichever occurs first.

Creating an Account. In most cases, the Services may only be used if the Member or User has an account with Discovery. By creating an account, the Member or User represents that: (a) all required information provided is truthful and accurate; (b) the Member or User is of legal age to agree to these Standard Terms; and (c) the Member's or User's use of the Services does not violate any applicable law or regulation or these Standard Terms. When creating an account, the Member or User will be asked to choose a username and a password for the account, or they may use any other online account supported by

Discovery. The Member or User may not use a username or user profile that is used by someone else or that violates these Standard Terms. Discovery reserves the right to reclaim any username that is inconsistent with or violates these Standard Terms.

Account Responsibilities. Member acknowledges and agrees to ensure that Member and its Users sign up for their own accounts and agree to, and comply with, these Standard Terms when they access and use the Services. Each User shall have a valid username and password and in certain circumstances, passcode and IP authentication, for the purpose of accessing the Services and the Content (the “**Log-In Information**”). Member and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Member and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Services and/or the Content by unauthorized persons using a User’s Log-In Information. Unauthorized access to or use of the Services 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. Member acknowledges that Discovery may require access to Member’s systems to perform single sign-on integration services to facilitate User access to the Service(s) and Content. Member hereby grants to Discovery a limited license to access such systems.

Student Access. The Services are intended for use primarily by teachers, parents, and other educational service providers. Anyone under 18 (“**Students**”) may not access the Services directly themselves. Rather Students may receive temporary access and use of the Services only with the consent or involvement of their parent or legal guardian, where Students access and use the Services by utilizing an anonymous student link provided by an educator, parent, or legal guardian, or by using their parent’s or guardian’s account. Member hereby acknowledges and agrees that it is solely and exclusively responsible for: (a) obtaining all consents as may be required by data protection laws for Students to gain temporary access to the Services and Content via the anonymous student link, and (b) ensuring that Students comply with these Standard Terms when they access and use the Services.

Invited Users. As part of the Services, Discovery may allow the Member or User to create and share a link to certain limited Content and features within the Services to grant other individuals (“**Invited Users**”) temporary access to such Content and features. Member hereby acknowledges and agrees that it is solely and exclusively responsible for ensuring that its Invited Users comply with these Standard Terms when they access and use the Services.

Privacy. Discovery’s processing of personal information (i.e., information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person) is described in Discovery’s Privacy

Notice located at <https://www.discoveryeducation.com/legal/privacy/privacy-policy/>. Discovery will process personal information in accordance with the provisions of Discovery's Data Processing Addendum located at <https://www.discoveryeducation.com/Data-Protection-Addendum>, which is incorporated and made part of these Standard Terms. All data will be collected, stored, and processed in the United States.

Export Controls. Discovery controls and operates its sites from Discovery's offices in the United States of America. Discovery does not represent that materials on its sites are appropriate or available for use in other locations. Persons who choose to access Discovery's sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these Standard Terms waive their respective rights to a trial by jury. Member agrees that its licensed use of the Services is for its own use, not for resale, export, re-export, or transfer. Member's purchase is subject to, and Member is responsible for, compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions ("**Export Laws**"). Member's license to the Services may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to the Export Laws.

Fees. Discovery charges fees for the use of certain products or services, and for access and use of certain content and features on the Services, which are described in the Services. These fees can change at any time. By selecting the Services, Member agrees to pay the applicable fees on or before the due date. Member represents and warrants that it has the legal right to use all payment method(s) it provides to Discovery. Discovery may invoice the Member for any fees due. Member shall remit payment to Discovery within 30 days of receiving Discovery's invoice. Or the Member may choose to pay the fees by credit or debit card. In the event Member elects to pay such fees with a credit card or debit card, Member: (a) agrees to timely pay the applicable fees; (b) authorizes Discovery (or Discovery's third-party payment processor) to charge Member's debit card or credit card for such purchases; and (c) authorizes Discovery to charge Member a convenience fee. Discovery reserves the right to assess vs account any fees due and Member agrees to timely pay the applicable fees assessed to its account. Member's failure to pay the fees in accordance with these Standard Terms shall constitute a material breach. All fees paid by Member are final, non-cancelable, and non-refundable. Canceling the Services does not entitle the Member to a refund, partial credit, or relieve the Member of any remaining payment obligations for the remainder of the Term of the Services on the applicable Order Form.

Shipping. If Member's purchase includes Mystery Packs, described at <https://mysteryscience.com/packs>, then this section applies. Mystery Packs are shipped

domestically within the United States of America only. Mystery Packs are shipped F.O.B. origin. Member is responsible for the shipping and handling fee listed on the invoice. If Mystery Packs are returned for any reason, Member shall pay Discovery the cost of restocking and shipping back the Mystery Packs. Discovery will replace missing or damages items if Member notifies Discovery within 30 days of delivery of the Mystery Pack. If such notification occurs after the 30 days, Member must cover the costs associated with replacing missing or damaged items. All fees Member pays for Mystery Packs and shipping are final and non-refundable.

Links to Other Sites. The Services may contain links to websites, content, or services provided by other companies (“**Third Party Links**”). Third Party Links are not under Discovery’s control and Discovery is not responsible for Third Party Links. Discovery is providing these Third Party Links to Member only as a convenience, and the inclusion of any Third Party Link does not imply endorsement by, or affiliation with Discovery. MEMBER’S USE OF THIRD PARTY LINKS IS AT ITS OWN RISK AND IS SUBJECT TO ANY TERMS, CONDITIONS, AND POLICIES APPLICABLE TO SUCH THIRD PARTY LINKS. Discovery reserves the right to remove any Third Party Links at any time.

Prohibited Conduct. Except as expressly set forth herein, Member and its Users and Invited Users agree to refrain from initiating, engaging in, or encouraging any Prohibited Conduct in connection with its use of the Services. “**Prohibited Conduct**” includes: (a) copying, adapting, reproducing, altering, modifying, transmitting, transferring, performing, exploiting, creating derivative works of, publishing, sub-licensing, reselling, or allowing resale through a third-party, distributing, or circulating the Services, the Content, or any portion thereof; (b) modifying, disassembling, decompiling, reverse engineering, or attempting to gain access to the underlying technology of the Services or any portion thereof, or using a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (c) uploading or transmitting harmful software, content, or code intended to disrupt or damage the Services, Mystery, its servers, or Users; (d) attempting to and/or overloading, impairing, interfering with, or disrupting any computer, network or system used to provide or support the Services; (e) restricting or inhibiting any other User from using or enjoying the Services; (f) transmitting harassing, libelous, obscene, bullying, or otherwise unlawful material; (g) impersonating another person or representing yourself as affiliated with Discovery, its staff, or partners; (h) soliciting passwords, account information or other personal information from other Users; (i) conducting commercial activities and/or promotions or advertisements (unless approved by Discovery in writing); (j) sharing Member’s and User’s account, Log-In Information, username, or passwords with any other individual or making the foregoing available to any other individual; (k) using the Services for fraudulent purposes or in a manner that violates applicable laws and regulations or otherwise creating liability for Discovery, including anti-spam, intellectual property, privacy, and child protection laws; and (l) taking any actions, whether intentional

or unintentional, that may circumvent, disable, damage, or impair the Services or the Content's control or security systems, or allowing or assisting a third party to do so.

Prohibited Content. Member and its Users and Invited Users shall not post, exchange, make available, provide, or process any Prohibited Content. Examples of "**Prohibited Content**" include, but are not limited to, sexually explicit material; hate speech or discriminatory language; political advocacy or partisan content; the promotion of firearms or weapons; and any content involving illegal activities or unlawful conduct. "**Prohibited Content**" also includes any content that (a) is offensive or promotes racism, bigotry, or physical harm of any kind against any group or individual; (b) bullies, defames, harasses, or advocates stalking of, or intimidates another person; (c) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, or "spamming;" (d) is false or misleading; (e) promotes, endorses, or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (f) infringes another person's content or rights without a license to do so; (g) promotes, copies, performs, or distributes an illegal or unauthorized copy of another person's work, whether it is protected or not, such as, presenting the work of a third party as Member's, Invited User's, or User's own (plagiarism); (h) contains viruses, malware, or similar destructive software; or (i) otherwise violates these Standard Terms or creates liability for Discovery.

Enforcement by Discovery. Discovery reserves the right, in its sole and absolute discretion to: (a) 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; (b) limit Member's and/or any Users' (including Invited Users) access and/or use of the Services and/or Content (including suspending or terminating the account) in the event that Discovery, in its sole and absolute discretion, deems Member's and/or such Users' or Invited User's use thereof to be inconsistent with these Standard Terms; (c) review and delete or modify any content Members, Invited Users, or Users post on the Services for any reason, including if Discovery believes, in Discovery's sole judgment, that such content violates these Standard Terms or is Prohibited Content, or that Discovery believes constitutes or promotes Prohibited Conduct or otherwise threatens the safety of, or harms any other person, or creates liability for Discovery or any other person; (d) investigate and take appropriate action, including removing content from the Services or modifying it, suspending or terminating your account, suspending or terminating the provision of the Services to Member, and reporting the Member, Invited User, or User to law enforcement authorities, if the Member, Invited User, or User violates any provision of these Standard Terms. Discovery may access and disclose any information or content Discovery considers necessary or appropriate, including account information (i.e., name, e-mail address, etc.), IP address and traffic information, usage history, content, and conduct to: (a) cooperate with governmental requests, subpoenas, or

court orders, (b) protect Discovery's systems, service providers, partners, and other users, or (c) ensure the integrity and operation of Discovery's business and systems.

Ownership. As between Member, the Users, Invited Users, and Discovery, the Services and the Content are the property of Discovery, including the underlying software and technology, and they are protected by United States and international copyright, trademark, and intellectual property law. By using the Services and the Content, even as permitted hereunder, neither Member nor any of its Users or Invited Users gain any ownership interest in the Services or the Content. If Member, Invited User, or User provides any suggestions, ideas, feedback, or recommendations to Discovery regarding the Services or any content in the Services ("**Feedback**"), Member, Invited User, or User gives Discovery a worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use and exploit that Feedback for any purpose and without any further obligation. Discovery shall have no obligation to use Feedback, and the Member or User shall have no obligation to provide Feedback.

Confidentiality. Discovery understands that government entities, such as Member, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Member shall make any claim of privilege that may be applicable to prevent such disclosure and shall 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 Member 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 Member.

Audits. Discovery shall have the right to audit the Member's and each User's and Invited 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 Members, Invited Users, and Users using the Services, details of log-in attempts and use of the Log-In Information. Member shall be required to disclose to Discovery any information requested in connection with any such audit no later than 2 business days following such request.

Termination. If a Member or User (including Invited User) is using the Services under a paid membership, their account and access to the Services will terminate automatically and immediately at the end of the subscription Term set forth on the applicable Order Form, unless they execute a new Order Form, as applicable, for the Services with Discovery.

Member may terminate its account at any time by deactivating the account or by providing written notice of termination to Discovery. Upon expiration or termination of the Member's or any User's (including Invited User's) account or the Standard Terms, all

rights and licenses granted herein shall revert to Discovery; all access to and use of the Services and the Content by Member and any of its Users and Invited Users must cease; and all materials downloaded from the Services by Member or any of its Users and Invited Users must be erased, deleted, or destroyed.

In the event that Member or any of its Users or Invited Users violate or breach any term of the Standard Terms, Discovery may immediately and without notice, terminate or suspend, in whole or in part, the Member's or violating Invited User's or User's account or access to the Services, and/or the Order Form or Standard Terms.

USE OF THE SERVICES IS AT YOUR OWN RISK. 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(S) OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY'S OBLIGATIONS HEREUNDER, AND MEMBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

Use of Materials is at Your Own Risk. As part of the Services, Discovery may recommend the use of certain materials and supplies ("**Materials**"). Such Materials are typically found in classrooms or commonly available, but they may also be supplied by Discovery.

TO THE EXTENT PERMITTED BY LAW, MEMBER AND ITS INVITED USER AND 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 AND INVITED USER'S USE OF THE SERVICES, THE CONTENT, AND MATERIALS (WHETHER OBTAINED BY MEMBER OR SUPPLIED BY DISCOVERY). CALIFORNIA RESIDENTS WAIVE ANY RIGHTS THEY MAY HAVE UNDER SEC.1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

LIMITATION OF LIABILITY. IN NO EVENT SHALL DISCOVERY BE LIABLE TO MEMBERS, ITS INVITED USERS AND USERS, OR ANY THIRD PARTY FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE, LOST REVENUE, OTHER ECONOMIC LOSS, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCOVERY'S RESPONSIBILITY FOR DEFECTIVE MYSTERY PACKS IS LIMITED TO REPLACEMENT AS DESCRIBED IN THESE STANDARD TERMS, AND DISCOVERY'S LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY MEMBER FOR THE MYSTERY PACKS THAT MEMBER PURCHASED, NOR WILL DISCOVERY UNDER ANY CIRCUMSTANCES BE LIABLE TO MEMBER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF 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 THESE STANDARD TERMS WILL EXCEED THE LESSER OF: (A) THE TOTAL FEES THE MEMBER HAS PAID TO DISCOVERY UNDER THE STANDARD TERMS WITHIN THE SIX-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION GIVING RISE TO LIABILITY AROSE; OR (B) \$100.00.

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.

INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, MEMBER AND ITS INVITED USERS AND 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, DISPUTES, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR CONNECTED WITH MEMBERS' OR ANY OF ITS USERS' AND INVITED USERS' (A) ACCESS TO OR USE OR ALLEGED USE OF THE SERVICES OR ANY MATERIALS; (B) VIOLATION OF ANY OF THESE STANDARD TERMS, (C) ANY DOWNLOADING OF THE CONTENT, (D) ANY MODIFICATION OR EDIT MADE TO ANY PORTION OF THE CONTENT, OR (E) THE USE OF ANY PORTION OF THE CONTENT WITH PRODUCTS OR SERVICES NOT SUPPLIED BY DISCOVERY.

EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER,

EXCLUSION, OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITIES SET FORTH IN THESE STANDARD TERMS, DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

Trial Terms. Where a Trial is permitted by applicable law and offered by Discovery, the following terms apply: (a) the Term for a Trial is defined in the applicable offer (e.g., email confirmation) or Order Form, if any, but shall be no longer than 12 months; (b) a Trial may be terminated by Discovery at any time, for any reason, and without notice; (c) participation in a Trial shall not entitle a Trial Member (a “**Trial Member**”) to participation in future Trials or additional access to the Services outside a Trial; (d) Discovery reserves the right to terminate or suspend Trial Member’s account or access to any or all portions of the Services without any notice at any time, for any reason, including for Trial Member’s or any of its Users’ or Invited Users’ violation or breach of any provision of the Standard Terms; (e) a Trial Member will have the option to purchase the trialed Services after the Trial ends; (f) the Trial Member may terminate the Trial at any time during the Trial without penalty; and (g) by signing up to a Trial, Trial Member agrees to all applicable terms as described in these Standard Terms.

Entire Agreement. The Standard Terms contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

Changes. Discovery reserves the right to change these Standard Terms from time to time. Such changes will become effective when Discovery posts the revised Standard Terms. Member and its Users (including Invited Users) should check the Standard Terms from time to time, as they are bound by the Standard Terms posted on Discovery’s website at the time of access. Any revised Standard Terms shall supersede all previous versions.

Survival. All sections of these Standard Terms which, by their nature should survive termination or expiration, will survive, including without limitation all representations, warranties, limitations of liability, releases, and indemnities.

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. By using the Services, Member and each User and Invited User hereby consents to and submits to the jurisdiction any court of competent jurisdiction in the Borough of Manhattan, New York and the United States District Court for the Southern District of New York. Member and each User and Invited 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.

Contacting Discovery. 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 a renewal Term may be sent via email to the following email address:

Discovery Education, Inc.
4350 Congress Street, Suite 700
Charlotte, NC 28209

Email: **DECommercialOpsTeam@discoveryed.com**
