



ORDER FORM

Subscriber: SAN JOSE UNIFIED SCHOOL DISTRICT

Address: 855 LENZEN AVE SAN JOSE, CA 95126-2736

Term: 7/1/2024 to 6/30/2025

Services	Start Date	End Date	Qty - Unit of Measure	Price	Total
DreamBox Math Advanced - Site License	7/1/2024	6/30/2025	6 - Site	\$9,287.60	\$55,725.60
DreamBox Math Up to 60-Minute Webinar (Teacher)	7/1/2024	6/30/2025	2 - Each	\$575.00	\$1,150.00
TOTAL:					\$56,875.60

This order form, the Discovery Education Standard Terms of Services and License, the Discovery Education Data Protection Addendum ("Standard Terms"), and the Certification attached hereto 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.

SAN JOSE UNIFIED SCHOOL DISTRICT

By:
(Signature Required)

Title: Director, Procurement

Printed Name: Tracy Morrison

Date:

Discovery Education, Inc.

DocuSigned by:
Megan Haller
D861C3CCF063464...

By:
(Signature Required)

Title: Global Head of Operations

Printed Name: Megan Haller

Date: 6/18/2024



**EXHIBIT A
LICENSED PRODUCTS**

DreamBox Math Advanced - Site License		
SCHOOLS	START DATE	END DATE
BRET HARTE MIDDLE SCHOOL - 7050 BRET HARTE DR, SAN JOSE, CA. 95120-3299	07/01/2024	06/30/2025
CASTILLERO MIDDLE SCHOOL - 6384 LEYLAND PARK DR, SAN JOSE, CA. 95120-4598	07/01/2024	06/30/2025
HERBERT HOOVER MIDDLE SCHOOL - 1635 PARK AVE, SAN JOSE, CA. 95126-2195	07/01/2024	06/30/2025
JOHN MUIR MIDDLE SCHOOL - 1260 BRANHAM LN, SAN JOSE, CA. 95118-3799	07/01/2024	06/30/2025
MUWEKMA OHLONE MIDDLE SCHOOL - 850 N 2ND ST, SAN JOSE, CA. 95112-6317	07/01/2024	06/30/2025
WILLOW GLEN MIDDLE SCHOOL - 2105 COTTLE AVE, SAN JOSE, CA. 95125-3504	07/01/2024	06/30/2025



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

RIGHTS OF ACCESS AND USE

- 1.1. **Grant of License.** Subject to the terms and conditions set forth herein, Discovery grants to Subscriber, and its authorized educators, students (except in the case of the product known as “**Mystery Science**”) and 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. For avoidance of doubt, Subscriber and its Users shall not use or access such Service(s) or Content for any commercial, for-profit, or non-instructional purposes, including but not limited to, user testing, product evaluation, or product reviews on behalf of non-Subscribers or third parties. Discovery reserves the right, in its sole and absolute discretion, to limit Subscriber’s and/or any Users’ use of the Service(s) in the event that Discovery, in its sole and absolute discretion, deems Subscriber’s and/or such Users’ use thereof to be inconsistent with these Standard Terms.
 - b. **Downloading of Content.** Users may download Content for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. All copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution “libraries”, (3) transfer, display, or exhibit any of the Content to any third party other than Users; or (4) sell or rent any of the Content to any third party.
 - c. **Editing Content.** Users may edit videos and video clips that are designated on the Service(s) as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party’s proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section 1.3(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 Subscribers 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 DECommercialOpsTeam@Discoveryed.com, setting forth (i) the name and address of the applicable school(s), (ii) the grade level of such school(s), (iii) the number of students enrolled in each school, if the Service includes student access, and (iv) the date the Subscriber wishes the substitution to take effect (each, a "**School Substitution Request**"). No School Substitution Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber. Any fees that result from such request shall be equal to the Fees, as assessed on a pro rata basis.

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

c. District Add School Language

If Subscriber is a school district, Subscriber may add schools in such district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a "**School Notice**," and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number of months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date. Notwithstanding anything to the contrary set forth herein, the foregoing shall not apply to any Subscriber that is a school, rather than a district.

d. **Purchase Order.** DE may reject a purchase order in its sole and absolute discretion. Purchase orders accepted by Discovery Education

are subject to and governed by these Standard Terms. Discovery shall only accept a purchase order if the Subscriber has agreed to these Standard Terms and the purchase order includes, but is not limited to, the following details: total Fees, product description, product quantity, and the Term. Discovery reserves the right to negotiate any legal terms listed in a purchase order.

2. PROPRIETARY RIGHTS

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

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

- DMCA Notice, Legal Department
- Discovery Education, Inc.
- 4350 Congress Street, Suite 700, Charlotte, NC 28209
- Name of Agent Designated to Receive Notification of Claimed Infringement: Heather Pasek-Delaney
- Telephone Number of Designated Agent: (704) 557-2403
- Email: DiscoveryEducationDMCA@discoveryed.com

3. DATA PRIVACY AND SECURITY.

3.1. When providing the Services, Discovery will process Personal Data, as such term is defined in the Data Protection Addendum (the "DPA") located at www.discoveryeducation.com/Data-Protection-Addendum, in accordance with the provisions of such DPA. The DPA is hereby incorporated and made a part of these Standard Terms.

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

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

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

3.5 Consents and Notifications for Disclosures of Personal Data.

The Parties acknowledge and agree that Discovery meets the requirements contained in 34 CFR § 99.31(a) and qualifies as a school official pursuant to FERPA. Subscriber affirms, represents, and warrants that it has obtained, and is solely responsible for: (i) the accuracy and quality of Personal Data; and (ii) obtaining, all consents as may be required by Data Protection Laws, as well as making all required disclosures to the individuals, parents, legal guardians, and



students as may be required by Data Protection Laws, to disclose or transmit Personal Data to Discovery. Subscriber will provide proof of the required consent within five (5) business days of Discovery's written request. Subscriber will notify Discovery concerning any changes to its public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect Discovery's compliance with the Data Protection Laws.

4. FEES AND TAXES

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

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

5. TERM AND TERMINATION

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

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

5.3. **Termination for Bankruptcy.** Either party may terminate the Standard Terms immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party's assets; or (d) an assignment for the benefit of creditors.

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

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

destroyed.

5.6. **Additional Services.** In the event that Discovery and Subscriber agree that Subscriber may license any Services that are not listed on the applicable Order Form (each, an Additional Service"), Subscriber shall submit a purchase order to Discovery memorializing such agreement. Please refer to Section 1.4(d) for additional details regarding Purchase Orders. Subscriber's use of and access to any such Additional Service shall be subject to all of the terms and conditions set forth in these Standard Terms.

6. GENERAL WARRANTIES

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

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

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

7. **Release.** To the extent permitted by law, Subscriber and its Users release and waive all claims (whether known or unknown) against Discovery, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of User's use of the Service(s) and the Content. California residents waive any rights they may have under Sec. 1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his 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.

10.2. Subscriber authorizes Discovery to include the following in Discovery's marketing materials, press releases, and sales materials as applicable: Subscriber's business relationship with Discovery, Subscriber's testimonials and quotes, Subscriber's logo, Subscriber's contact information for purposes of a business reference, and Subscriber's and User's anonymized testimonials gathered in webinars.

11. MISCELLANEOUS

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

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

11.3. **Governing Law.** The Standard Terms shall be construed and enforced under the laws of the state of ~~California~~ **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 professional learning session that Discovery provides to Subscriber pursuant to the Order Form (each, whether virtual or onsite, is referred to as a "Product PD or Hourly PD Session"). Subscriber shall have the right to distribute such Product PD Session recordings on Subscriber's intranet and/or learning management system only. Subscriber may access and download the PD Session recording for no more than seven (7) days after the PD Session takes place. If requested by Discovery, Subscriber shall promptly delete and remove all records of PD Sessions in its possession.

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

11.12. **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.

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

11.14. **Physical Goods and Shipping.** Mystery Packs and hands-on activity Kits ("Physical Goods") are shipped F.O.B origin. Subscriber

is responsible for the shipping and handling Fee listed on the invoice and/or Order Form. If Physical Goods are returned for any reason, Subscriber shall pay Discovery the cost of restocking and shipping back the Physical Goods. Discovery will replace missing or damaged items if Subscriber notifies Discovery within 30 days of delivery of the Physical Goods. If such notification occurs after the 30 days, Subscriber must cover the costs associated with replacing missing or damaged items. All Fees paid by Subscriber for the Physical Goods are final and non-refundable.

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

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

Last updated 04/29/2024

DISCOVERY EDUCATION DATA PROTECTION ADDENDUM

This Discovery Education Student Data Protection Addendum (“**DPA**”) forms part of the Standard Terms of Service and License (the “**Standard Terms**”) and describes Discovery’s obligations to protect Personal Data (defined below) during Discovery’s provision of the Services to Subscriber. Capitalized terms not otherwise defined in this DPA shall have the meanings ascribed to them in the Standard Terms.

1. **Personal Data and Purpose of DPA.** This DPA serves to comply with Data Protection Laws (defined below). As between Subscriber and Discovery, Subscriber or the party who provided such data (such as the student or parent or educator), is the exclusive owner of all right, title, and interest in and to any and all Personal Data disclosed or transmitted to Discovery under the Agreement and this DPA. Discovery hereby waives any and all statutory and common law liens it may now or hereafter have with respect to Subscriber’s Personal Data. Nothing in the Agreement or this DPA will operate as an obstacle to Subscriber’s right to retrieve any and all Personal Data disclosed or transmitted to Discovery under the Agreement and this DPA. Subscriber and Discovery acknowledge and agree that to the extent Data Protection Laws apply to the Processing of Personal Data under the Agreement, Subscriber is the Controller and Discovery is the Processor. The Parties acknowledge and agree that as with respect to authorized user data of the parents and educators, Discovery is the Controller and will process the information for all Dreambox Learning products in accordance with the Privacy policy located here: <https://www.dreambox.com/privacy-policy> and for all other products in accordance with its privacy policy located here: <https://www.discoveryeducation.com/privacy-policy/>. For the avoidance of doubt, this DPA does not relieve either Party from the liability imposed on it under Data Protection Laws by virtue of its role in the Agreement and this DPA.

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

3. **Discovery Processing of Personal Data.**

3.1 Discovery will only Process Personal Data on behalf of Subscriber for Business Purposes, unless required to do so by applicable Law (defined below), in which case Discovery will, without undue delay, notify Subscriber of such requirement. The instructions set forth in this DPA, the Standard Terms, any Order Form, or other duly documented instructions are Subscriber’s complete instructions to Discovery for the Processing of Personal Data. The Parties acknowledge and agree that Subscriber is disclosing Personal Data to Discovery only for Business Purposes. Notwithstanding the foregoing, Subscriber authorizes Discovery to use Personal Data internally, including for assessing, improving, and developing its Services, business, and for other analytics, marketing, and research purposes, provided that Discovery does not share the Personal Data in identified format.

3.2 Discovery will notify Subscriber, without undue delay, but within no more than five (5) days, if it determines that it is no longer able to comply with its obligations under Data Protection Laws.

3.3 Other than as set forth in Section 9, Discovery will not: (i) retain, use, or disclose Personal Data for any purpose, including, without limitation, any commercial purpose other than Business Purposes, unless expressly permitted by Data Protection Laws or permitted in this Section; (ii) Sell or Share Personal Data; (iii) retain, use, or disclose Personal Data for any purpose outside of the Parties’ direct business relationship, unless expressly permitted by Data Protection Laws; or (iv) combine or update Personal Data with personal data collected from its own interaction with an individual or received from another source, unless expressly permitted by Data Protection Laws. For the avoidance of doubt, Discovery will not use Personal Data to advertise or market to students or their parents nor will it share Personal Data for purposes of targeted advertising.

4. **Data Security.** In Processing the Personal Data, Discovery will provide at least the same level of privacy protection as required by Data Protection Laws. Discovery represents and warrants that it has implemented and maintains appropriate administrative, physical, and technical measures to ensure a level of security commensurate to the risk to Personal Data and guard against the unauthorized or accidental access, disclosure, destruction, loss, Processing, damage, or alteration of Personal Data, which, are as set forth in the Security Policy in Schedule 1. Subscriber represents and warrants that it has evaluated the administrative, physical, and technical measures implemented by Discovery as

providing an appropriate level of protection for the Personal Data, taking into account the risk associated with the Processing of such information.

5. **Discovery's Personnel and Subcontractors.** Discovery will ensure that its personnel and Subcontractors (defined below) that access the Personal Data are informed of the confidential nature of the Personal Data and are bound by appropriate obligations of confidentiality or are under an appropriate statutory obligation of confidentiality. Discovery will take all reasonable steps and to ensure the reliability of Discovery personnel and Subcontractors that access Personal Data.

6. **Personal Data Requests.** Discovery will, without undue delay, notify, then record, and then refer to Subscriber full details of all Personal Data Requests. In the event Discovery receives a request directly from a student, parent, or guardian, Discovery shall direct such person to submit the request directly to Subscriber. To the extent Subscriber is unable to respond to a Personal Data Request with information available through Discovery's products or services, Discovery will provide reasonable assistance to Subscriber in responding to a Personal Data Request. Discovery will not respond to a Personal Data Request without Subscriber's explicit instruction; provided, however, if required to respond under Laws to which Discovery is subject, Discovery will, to the extent permitted by such Laws, inform Subscriber, by not later than twenty-four (24) hours from receipt of the request, of that legal requirement before it responds to the request.

7. **Personal Data Disclosures.** To the extent legally permissible, Discovery will promptly notify Subscriber of any legally binding request for disclosure or seizure of Personal Data by a government agency or law enforcement authority.

8. **Destruction of Data.** Upon expiration or termination of the Agreement, Discovery will Destroy (defined below) all Personal Data previously received from Subscriber no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber to Discovery to hold such Personal Data. Discovery may retain Personal Data to the extent required by Laws to which Discovery is subject, or if Personal Data resides in Discovery's backup archives, Discovery will continue to protect the security and confidentiality of such retained Personal Data in accordance with the Agreement and this DPA.

9. **De-identified Data.**

9.1 Discovery may de-identify and aggregate Subscriber's Personal Data with Discovery's other Subscribers' Personal Data and use the de-identified and aggregate data for any lawful purpose, including but not limited to, assessing, improving, and developing its Services, business, and for other analytics, marketing, and research purposes.

9.2 To the extent Discovery collects on behalf of Subscriber or receives from Subscriber de-identified data or pseudonymized data (as those terms are defined under applicable Data Protection Laws) (collectively, "**D&P Data**") or in connection with Discovery's authorized use of D&P Data (as set forth in Section 9.1), Discovery shall implement such deidentification or pseudonymization in accordance with Data Protection Laws. In addition, for de-identified data, Discovery will: (i) take reasonable measures to ensure that the information cannot be, linked, attributed, or otherwise associated with a consumer, household, or device (including without limitation: (a) implement and maintain technical and administrative safeguards that prohibit reidentification of the de-identified data; (b) implement and maintain business processes that specifically prohibit reidentification of the de-identified data and prevent inadvertent release of the de-identified data; and (c) periodically reassess technical safeguards and processes to ensure that they are still adequate to prevent reidentification of and prohibit inadvertent release of the de-identified data); (ii) publicly commit to maintain and use the de-identified data in deidentified form and not to attempt to reidentify the de-identified data; and (iii) contractually obligate any recipients of the de-identified data to comply with all provisions of this Section 9.2.

10. **Personal Data Breach.**

10.1. **Personal Data Breach Notification.** In the event of any Personal Data Breach, upon Discovery becoming aware of such Personal Data Breach, without undue delay Discovery will:

10.1.1. notify Subscriber of the Personal Data Breach; and

10.1.2. provide Subscriber with details that are available to Discovery at the time of notice regarding:

(a) the nature of the Personal Data Breach, including the categories and approximate numbers of students and Personal Data records concerned;

- (b) any investigations into such Personal Data Breach; and
- (c) any measures taken to address the Personal Data Breach, including to mitigate its possible adverse effects and prevent the re-occurrence of the Personal Data Breach.

10.2. **Notification Sharing.** Subscriber may share any notification and details provided by Discovery under this Section 10 with the appropriate government agency or law enforcement authority if required to do so under the Data Protection Laws.

11. **Sub-processing.**

11.1 Subscriber hereby approves the Subcontractors currently engaged by Discovery and that are listed in Schedule 2, Schedule 3, and Schedule 4.

11.2 Discovery will provide written notice to Subscriber within thirty (30) days of engaging a new Subcontractor, and Subscriber will have thirty (30) days to provide written notice of its objection to such Subcontractor. Upon Subscriber's objection in accordance with this Section 11, Discovery will use reasonable efforts to change the provision of the Services in a manner that avoids the use of the proposed Subcontractor. Where such a change cannot be made, notwithstanding anything in the Agreement, Subscriber may, by written notice to Discovery, terminate the Agreement to the extent it relates to the Services, which require use of the proposed Subcontractor.

11.3 If the Subcontractor is engaged without objection from Subscriber, Discovery will enter into a written agreement with each Subcontractor that complies with Data Protection Laws and imposes data protection obligations that are no less protective of Personal Data than Discovery's obligations under this DPA. Discovery will remain responsible for its Subcontractors' compliance with the obligations of this DPA and for any acts or omissions of such Subcontractor as if they were Discovery's acts or omissions. Discovery, upon request, will use reasonable efforts to provide Subscriber with copies of its Subcontractor agreements, provided that it may redact confidential information or other information it is legally or contractually prohibited from disclosing to Subscriber.

12. **Data Sharing Requirements.** Discovery acknowledges and agrees that FERPA limits the transfer and re-transfer of Educational Records and FERPA PII. Other than disclosing such information to a Subcontractor pursuant to Section 11, Discovery will not release, re-disclose or otherwise reveal, directly or indirectly, FERPA PII or Educational Records to any individual, agency, entity, or third party unless specifically authorized by Subscriber in writing.

13. **Assistance.** Discovery will provide reasonable assistance to Subscriber with (i) complying with Subscriber's obligations in relation to the security of Processing Personal Data and notification of a Personal Data Breach, (ii) any data protection assessments, and (iii) any investigations by competent data privacy authorities, in each case solely in relation to Processing of Personal Data by and taking into account the nature of the Processing and information available to Discovery. Discovery will provide to Subscriber all information reasonably necessary to demonstrate compliance with Data Protection Laws.

14. **Production of Records.** By not later than seven (7) days from the date of a written request by Subscriber, Discovery will provide to Subscriber all Educational Records pertaining to any student(s) identified in such request.

15. **Audits.** Subscriber shall have the right to take reasonable and appropriate steps to ensure that Discovery uses Personal Data in a manner consistent with Subscriber's obligations under Data Protection Laws, and to stop and remediate any such unauthorized use. In connection with this, Subscriber may request once per calendar year to audit Discovery's Security Policy and related systems that are used to store Personal Data in order to verify compliance with this DPA and the Data Protection Laws. If Subscriber wishes to conduct an audit using a third-party auditor, Discovery may object to Subscriber's choice of third-party auditor on reasonable grounds and in such event, Subscriber will select a different auditor. Subscriber will reimburse Discovery for any time expended in relation to such audit at Discovery's then-current hourly professional services rate. Subscriber and Discovery will mutually agree upon the scope and timing of an audit prior to any such audit. An audit performed pursuant to this Section 15 will not exceed one (1) business day and will not unreasonably interfere with the normal conduct of Discovery's business. Subscriber (or Subscriber's third-party auditor) will at all times comply with the use, security, and access policies at such location. Any audit performed pursuant to this Section 15 will be conducted under a confidentiality agreement and any information or report derived from such audit will be deemed Discovery's confidential information. Subscriber is responsible and fully liable for the actions and omissions of its personnel and authorized representatives while on Discovery's premises and/or inspecting Discovery's systems and facilities.

16. **Suspension.** Subscriber may suspend the transfer of Personal Data to Discovery, or terminate the affected Agreement without penalty to Subscriber if: (i) Discovery is in material breach of its obligations under this DPA and does not cure such breach within thirty (30) days of Subscriber's notification to Discovery of such breach; or (ii) Discovery notifies Subscriber that it cannot comply with the obligations set forth in this DPA or the Data Protection Laws.

17. **Term.** The term of this DPA will end simultaneously and automatically at the later of (i) the termination of the Agreement; or (ii) when all Personal Data is deleted from Discovery's systems.

18. **Indemnification.** Each of the Parties ("**Indemnifying Party**") agrees to indemnify and hold harmless the other Party and its officers, employees, directors, and agents ("**Indemnified Party**") from, and at the Indemnifying Party's option defend against, any and all third party claims, losses, liabilities, damages, costs, and expenses (including attorneys' fees, consultants' fees, and court costs) (collectively, "**Claims**") arising out of the Indemnifying Party's (i) violation of a Data Protection Law; or (ii) breach of any provision of this DPA.

19. **General.**

19.1 **Schedules.** All Schedules to this DPA are hereby incorporated by reference into, and made a part of, this DPA.

19.2 **Order of Precedence.** In the event of a conflict between the terms of this DPA, any Order Form, and the Agreement with respect to the subject matter herein, the following order of precedence shall apply: (i) this DPA; (ii) the Agreement; (iii) any Order Form.

19.3 **Survival.** The obligations set forth herein will survive termination of the Agreement and DPA for as long as Discovery Processes or stores Personal Data.

19.4 **Severability.** Should any provision of this DPA be deemed invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.

20. **Definitions and Interpretation.**

20.1. **Definitions.**

"**Business Purpose**" means the Services described in the Agreement and any Order Form, or any other purpose specifically identified in Schedule 5.

"**Data Protection Laws**" means:

- (a) the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR part 99) ("**FERPA**");
- (b) the Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**");
- (c) the Colorado Student Data Transparency and Security Act (C.R.S. 22-16-101 et.al.);
- (d) the Connecticut Public Act 16-189;
- (e) the California Consumer Privacy Act of 2018 ("**CCPA**");
- (f) the California Student Online Student Information Protection Act (**SB-1177**) ("**SOPIPA**");
- (g) the California Assembly Bill No. 1584;
- (h) the New York State Education Law § 2-d
- (i) the Illinois Student Online Personal Protection Act ("**SOPPA**")

- (j) the Canada Personal Data Protection and Electronic Documents Act (“**PIPEDA**”); and
- (k) all other federal and state data protection and breach notification laws applicable to Personal Data

being Processed by Discovery; in each case, as in force and applicable, and as may be amended, supplemented, or replaced from time to time.

“**Destroy**” means: (i) shredding; (ii) permanently erasing and deleting; (iii) degaussing; or (iv) otherwise modifying Personal Data in paper, electronic, or other means so as to make it unreadable, unreconstructible, and indecipherable.

“**Educational Records**” means “Education records,” as defined under 34 C.F.R. § 99.3.

“**FERPA PII**” means “Personally Identifiable Information,” as defined under 34 C.F.R. § 99.3. FERPA PII does not include de-identified data derived from Educational Records.

“**Law**” or “**Laws**” means all applicable federal, country, state, provincial, regional, territorial or local laws, and other laws, rules, and regulations (including, but not limited to, Data Protection Laws), ordinances, interpretive letters, and other official releases of or by any authority, decrees, orders, and codes (including any requirements for permits, certificates, approvals, and inspections), as the same are promulgated, supplemented, and/or amended from time to time.

“**Personal Data**” means: (i) information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including, without limitation, any Student Data; or (ii) is otherwise personal information, personally identifiable information, personal data, covered information, or the applicable term as the term is defined under the applicable Data Protection Law(s).

“**Subcontractor**” means any person (including any entity or individual but excluding an employee of Discovery) appointed by or on behalf of Discovery to Process Personal Data under the Agreement.

“**Student Data**” means any Personal Data of a student that through the course of Subscriber’s use of the Services is: (i) provided by a student, or the student’s parent or legal guardian, to Discovery in the course of the student’s, parent’s, or legal guardian’s use of Discovery’s website, service, or application that is designed and marketed for K–12 school purposes; (ii) created or provided by an employee or agent of the K–12 school, school district, local education agency, or county office of education, to Discovery; or (iii) gathered by Discovery through the operation of Discovery’s website, service, or application that is designed and marketed for K–12 school purposes and is descriptive of a student or otherwise identifies a student, including, but not limited to, information in the student’s educational record or email, first and last name, home address, telephone number, email address, or other information that allows physical or online contact.

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

“**Personal Data Request**” means a request made by Subscriber, a parent or legal guardian, or student to exercise any rights granted by the Data Protection Laws.

The terms “**Business**”, “**Controller**”, “**Process**”, “**Processor**”, “**Sale**”, “**Share**”, and “**Service Provider**” shall have the same meaning assigned to them under Data Protection Laws. The term “**Controller**” is deemed to include “**Business**,” and the term “**Processor**” is deemed to include “**Service Provider**.”

Schedule 1

DISCOVERY EDUCATION DATA SECURITY POLICY

This Security Policy (“Policy”) describes, in general, (i) what steps Discovery takes to protect Personal Data that is provided to Discovery; (ii) how Personal Data may be used; (iii) with whom Discovery may share Personal Data, and (iv) the steps Discovery takes to protect the Personal Data. All capitalized terms not defined herein shall have the meaning set forth in the DPA.

No Personal Data is required for the use of any of the basic Discovery Education services, however, in the event Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level, and Discovery generated username/password), all such Personal Data provided to Discovery will be protected in accordance with this Policy.

No school employee Personal Data is required for Professional Development Services other than first name and last name for the purposes of attendance logs.

I. DEFINITIONS

Capitalized terms referenced herein but not otherwise defined shall have the meanings as set forth below:

“Authorized Disclosee” means the following: (1) third parties to whom the Subscriber has given Discovery written approval to disclose Personal Data; (2) third parties to whom disclosure is required by law; and (3) if applicable, third party vendors working on Discovery’s behalf or performing duties in connection with Discovery’s services (e.g. hosting companies) and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

“Authorized Use” means a Discovery employee authorized by the Subscriber to access Personal Data in order to perform the Services under the Agreement.

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

1. Compliance with Law and Policy. All Personal Data is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.
2. Training. Employees (including temporary and contract employees) of Discovery are educated and trained on the proper uses and disclosures of Personal Data and the importance of information privacy and security.
3. Personnel Guidelines. All Discovery employees are required to be aware of and work to protect the confidentiality, privacy, and security of Personal Data. Discovery, and its respective personnel do not access Personal Data except to comply with a legal obligation under federal or state law, regulation, subpoena, or if there is legitimate need for the information to maintain data systems or to perform required services under the Agreement. The following provides a general description of the internal policies to which Discovery and its respective personnel adhere:
 - a. Limit internal access to Personal Data to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the Personal Data to carry out the Services provided under the Agreement.
 - b. Disclose Personal Data only to Authorized Disclosees.
 - c. Access Personal Data only by Authorized Users.

- d. When Personal Data is no longer needed, delete access to Personal Data.
- e. Permit employees to store or download information onto a local or encrypted portable devices or storage only when necessary, and to create a written record for retention verifying that the information is encrypted and stored in password-protected files, and that devices containing the information have appropriate security settings in place (such as encryption, firewall protection, anti-virus software and malware protection).
- f. Any downloaded materials consisting of Personal Data remain in the United States.
- g. Prohibit the unencrypted transmission of information, or any other source of Personal Data, wirelessly or across a public network to any third party.
- h. Upon expiration or termination of the Agreement, Discovery will Destroy all Personal Data previously received from Subscriber no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber to Discovery to hold such information Personal Data. Each electronic file containing Personal Data provided by Subscriber to Discovery will be securely Destroyed. This provision shall apply to Personal Data that is in the possession of Discovery, Discovery employees/personnel and/or Authorized Disclosees.

Information Security Risk Assessment

Discovery periodically conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic, paper, or other records containing Personal Data maintained by Discovery; Discovery reports such risks as promptly as possible to Subscribers; and Discovery implements security measures sufficient to reduce identified risks and vulnerabilities. Such measures are implemented by Discovery based on the level of risks, capabilities, and operating requirements. These measures include, as appropriate and reasonable, the following safeguards:

1. Administrative Safeguards

- a. **Sanctions:** Appropriate sanctions against Subcontractor personnel who fail to comply with Discovery's security policies and procedures.
- b. **System Monitoring:** Procedures to regularly review records of information systems activity, including maintaining access logs, access reports, security incident tracking reports, and periodic access audits.
- c. **Security Oversight:** Assignment of one or more appropriate management level employees of Discovery to be responsible for developing, implementing, and monitoring of safeguards and security issues.
- d. **Appropriate Access:** Procedures to determine that the access of Discovery personnel to Personal Data is appropriate and meets a legitimate need to support their roles in business or educational operations. Procedures for establishing appropriate authorization and authentication mechanisms for Discovery personnel who have access to Personal Data.
- e. **Employee Supervision:** Procedures for regularly monitoring and supervising Discovery personnel who have access to Personal Data.
- f. **Access Termination:** Procedures for terminating access to Personal Data when employment ends, or when an individual no longer has a legitimate need for access.

2. Physical Safeguards

- a. **Access to Personal Data:** Procedures that grant access to Personal Data by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.
- b. **Awareness Training:** On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.
- c. **Incident Response Plan:** Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.
- d. **Physical Access:** Procedures to limit physical access to Personal Data and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.
- e. **Physical Identification Validation:** Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to facilities based on his or her need for access to Personal Data.

- f. Operational Environment: Procedures that specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings of facilities where Personal Data is stored.
- g. Media Movement: Procedures that govern the receipt and removal of hardware and electronic media that contain Personal Data into and out of a facility.

3. Technical Safeguards

- a. Data Transmissions: Technical safeguards, including encryption, to ensure Personal Data transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
- b. Data Integrity: Procedures that protect Personal Data maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
- c. Logging off Inactive Users: Inactive electronic sessions are designed to terminate automatically after a specified period of time.

Security Controls Implementation

Discovery has procedures addressing the acquisition and operation of technology, the specific assignment of duties and responsibilities to managers and staff, the deployment of risk-appropriate controls, and the need for management and staff to understand their responsibilities and have the knowledge, skills and motivation necessary to fulfill their duties.

Security Monitoring

In combination with periodic security risk assessments, Discovery uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed and mitigated on an ongoing basis. Discovery also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention.

Security Process Improvement

Based on Discovery's security risk assessments and ongoing security monitoring, Discovery gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery uses this information to update and improve its risk assessment strategy and control processes.

Audit

Discovery acknowledges Subscriber's right to audit any Personal Data collected by Discovery and/or the security processes listed herein upon reasonable prior written notice to Discovery's principal place of business, during normal business hours, and no more than once per year. Discovery shall maintain records and documentation directly and specifically related to the Services performed under the Agreement for a period of three (3) years, unless otherwise stated in Section II(3)(h) of this Policy.

Breach Remediation

Discovery keeps Personal Data provided to Discovery secure and uses reasonable administrative, technical, and physical safeguards to do so. Discovery maintains and updates incident response plans that establish procedures in the event a breach occurs. Discovery also identifies individuals responsible for implementing incident response plans should a breach occur.

If Subscriber or Discovery determines that a breach has occurred, when there is a reasonable risk of identity theft or other harm, or where otherwise required by law, Discovery provides any legally required notification to affected parties as promptly as possible, and fully cooperates as needed to ensure compliance with all breach of confidentiality laws.

Discovery reports as promptly as possible to Subscriber (or its designees) and persons responsible for managing their respective organization's incident response plan any incident or threatened incident involving unauthorized access to or acquisition of Personal Data of which they become aware. Such incidents include any breach or hacking of Discovery's Electronic Data System or any loss or theft of data, other electronic storage, or paper. As used herein, "Electronic Data System" means all information processing and communications hardware and software employed in Discovery's business, whether or not owned by Discovery or operated by its employees or agents in performing work for Discovery.

Personnel Security Policy Overview

Discovery mitigates risks by:

1. Performing appropriate background checks and screening of new personnel, in particular those who have access to Personal Data.
2. Obtaining agreements from internal users covering confidentiality, nondisclosure and authorized use of Personal Data.
3. Providing training to support awareness and policy compliance for new hires and annually for personnel.

DISCOVERY EDUCATION SUBCONTRACTOR LIST

Discovery Education has disclosed and currently discloses covered information (as defined in 105 ILCS 85/5) to certain Subcontractors to support the delivery of Services. The following is a list of Discovery Education's subcontractors:

Entity Name
Ably.io
Amazon Web Services, Inc.
Gainsight, Inc.
Google, LLC.
Looker Data Sciences, Inc.
MongoDB, Inc.
Pendo.io, Inc.
Pusher.io
Sage Intacct
Salesforce.com Inc. (including Pardot)
Segment.io, Inc.
Snowflake, Inc.
Vidyard
Widgix, LLC dba Alchemer
Zendesk, Inc.
Zoom Video Communications, Inc.

Schedule 3

MYSTERY SCIENCE SUBCONTRACTOR LIST

Mystery Science has disclosed and currently discloses covered information (as defined in 105 ILCS 85/5) to certain Subcontractors to support the delivery of its Services. The following is a list of Mystery Science's subcontractors:

Subcontractor Name
Heroku
Mode Analytics, Inc.
Sendgrid (Part of Twilio)
Wistia, Inc.

Schedule 4

DREAMBOX LEARNING SUBCONTRACTOR LIST

DreamBox Learning has disclosed and currently discloses covered information (as defined in 105 ILCS 85/5) to certain Subcontractors to support the delivery of its Services. The following is a list of DreamBox Learning's subcontractors:

Subcontractor Name
Files.com
Stripe, Inc.
Clever, Inc.
ClassLink, Inc.
Datadog, Inc.
EdLink
Tableau Software, LLC
Atlassian

Schedule 5

Description of Processing

Categories of individuals whose Personal Data is Processed: The categories of data subjects are as follows: Students, teachers and administrators (“Users”).

Categories of Personal Data Processed: The categories of Personal Data are as follows: Student grade level, Name, e-mail, ID number, Username, Passwords, Student generated content, Teacher First/Last Name, Teacher e-mail, Teacher username/password, Teacher ID, Teacher Interest, Grade Taught, Class Name, Class ID, Class Description, School Year, Class Grade, Class Subject

The frequency of the Processing: Continuous for as long as Subscriber uses the Services.

Nature of the Processing: Discovery will collect, receive, store, retain, transmit, delete (as provided in this DPA, the Agreement, and/or Order Form(s)), and otherwise use Personal Data as needed to provide the Services.

Purpose(s) of the Processing: The purpose of the Processing is to facilitate Discovery’s provision of the Services to Subscriber in accordance with the Agreement, this DPA, any Order Form(s), and applicable law.

The period for which Personal Data will be retained, or, if that is not possible, the criteria used to determine that period: Discovery will Process Personal Data for as long as required to provide the Services.

THE UNDERSIGNED EXECUTES THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF SAN JOSE UNIFIED SCHOOL DISTRICT (“SUBSCRIBER”) THAT UNDERSIGNED IS:

- (1) A representative of Discovery,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Discovery and that by executing this Agreement is certifying the following items.

Fingerprint and Background Certification. Business entities entering into a Service Agreement with the Subscriber shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

Discovery and Discovery parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Discovery hereby represents and warrants to Subscriber the following:

- Discovery and/or Discovery parties will not be present on a Subscriber site or will not have contact with Subscriber students when Subscriber students are present during the term of this Agreement.
- Discovery shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Discovery, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Discovery will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Discovery and shall be available to Subscriber upon request or audit.
- Arrange to have a Certificated Subscriber Employee continually monitor and supervise Discovery at all times while services are provided on site such that Discovery will have no interaction with any Subscriber student outside the immediate supervision and control of a Subscriber employee. As supported by California Education Code Section 45125.1.

Certificated Subscriber Employee: (Certificate staff name), (Title), (School)

Signature: _____ Date: _____ Principal Initials: _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of Discovery and the Subcontractor(s) having contact with Subscriber students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Tuberculosis Certification. Discovery and Discovery parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Discovery hereby represents and warrants to Subscriber the following:

- Discovery and/or Discovery parties will not be present on a Subscriber school site and will not have contact with Subscriber students when Subscriber students are present during the term of this Agreement.
- Subscriber has determined that Discovery will not have frequent or prolonged contact with students. Subscriber's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Discovery and/or Discovery parties shall or may be on a Subscriber school site and have contact with Subscriber students during the term of this Agreement and, at no cost to Subscriber, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, Discovery shall maintain on file the certificates showing that Discovery parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Discovery and shall be available to Subscriber upon request or audit.

Discovery further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with Subscriber students until the tuberculosis certification requirements have been satisfied and Subscriber determines whether any such contact is permissible.

Lobbyist Certification. Discovery and Discovery parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Discovery hereby represents and warrants to Subscriber the following:

- Discovery and/or Discovery parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") or are not performing Services hereunder that would require registering as a Lobbyist.
 - Discovery and/or Discovery parties Services hereunder shall or may include lobbying. Discovery and/or Discovery parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, Discovery shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Discovery and shall be available to Subscriber upon request or audit.
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Conflict of Interest Certification. Discovery and Discovery parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Discovery hereby represents and warrants to Subscriber the following:

- Discovery and/or Discovery parties have read and understand the Subscriber's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Discovery's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
 - Discovery and/or Discovery parties have read and understand the Subscriber's Conflict of Interest Code and, Discovery knows or has reason to believe that Discovery has a conflict of interest that requires disclosure and Discovery and/or Discovery parties shall comply with the applicable disclosure requirements of the Subscriber's Conflict of Interest Code. In addition, Discovery shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Discovery and shall be available to Subscriber upon request or audit.
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I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind Discovery to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Discovery Education, Inc.

Date: 6/18/2024

Signature: The signature block consists of a blue bracket on the left side. Inside the bracket, the text "DocuSigned by:" is at the top, followed by the handwritten signature "Megan Haller" in black ink. At the bottom of the bracket, the alphanumeric string "D661C3CCF063464..." is displayed.

Name: Megan Haller

Title: Global Head of Operations