Data Processing Addendum

This Data Processing Addendum, including its Attachments and Appendices, ("**Addendum**") forms part of the Standard Terms of Service and License (the "**Agreement**") between: (i) Discovery Education Europe Limited and Discovery Education, Inc. ("**Discovery Education**") and (ii) the subscriber to the relevant Discovery Education Services ("**Subscriber**").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

1.   Definitions

1.1   In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

    1.1.1   "**Applicable Laws**" means any applicable federal, state, and/or international law in respect of which Discovery Education and/or Subscriber is subject, including, to the extent applicable, the European Union's General Data Protection Regulation 2016/679 and the laws implementing or supplementing the GDPR ("**GDPR**"), the Swedish Data Protection Act (2018:218), and the data protection or privacy laws of other countries;

    1.1.2   "**Data Subject**" means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;

    1.1.3   "**Subscriber Data**" means any Personal Data Processed by Discovery Education on behalf of Subscriber pursuant to or in connection with the Agreement;

    1.1.4   "**Personal Data**" means any information relating to a Data Subject;

    1.1.5   "**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 transmitted, stored, or otherwise Processed;

    1.1.6   "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by

transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction;

1.1.7 "**Restricted Transfer**" means:

    1.1.7.1   a transfer of Subscriber Data between Subscriber and Discovery Education; or

    1.1.7.2   an onward transfer of Subscriber Data between Discovery Education and a Sub-processor or between two establishments of Discovery Education or a Sub-processor,

    in each case, where such transfer would cause Subscriber Data to be transferred to a country outside the United Kingdom or the European Union;

1.1.8 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Discovery Education for Subscriber pursuant to the Agreement;

1.1.9 "**Sub-processor**" means any person or entity appointed by or on behalf of Discovery Education to Process Subscriber Data in connection with the Agreement; and

1.2 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Processing of Subscriber Data

2.1 Subscriber shall determine the purpose and means of Discovery Education's Processing of Subscriber Data.

2.2 Subscriber shall, in its use of the Services, Process Subscriber Data in accordance with the requirements of all Applicable Laws, including any applicable requirement to provide notice to Data Subjects of the use of Discovery Education as Processor.

2.3 Subscriber shall ensure its instructions for the Processing of Subscriber Data comply with all Applicable Laws.

2.4 Discovery Education shall:

    2.4.1   comply with all Applicable Laws in the Processing of Subscriber Data;

    2.4.2   use Subscriber Data only for the purpose of fulfilling its respective duties and providing the Services under the Agreement; and

    2.4.3   not otherwise Process Subscriber Data other than on Subscriber's documented instructions unless Processing is required by Applicable Laws to which Discovery Education is subject, in which case Discovery Education shall to the extent permitted by Applicable Laws inform Subscriber of that legal requirement before the relevant Processing of that Personal Data.

2.5   Subscriber instructs Discovery Education (and authorizes Discovery Education to instruct each Sub-processor) to:

    2.5.1   Process Subscriber Data; and

    2.5.2   in particular, transfer Subscriber Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Agreement.

2.6   Attachment 1 to this Addendum sets out certain information regarding Discovery Education's Processing of the Subscriber Data. Subscriber may make reasonable amendments to Attachment 1 by written notice to Discovery Education from time to time as Subscriber reasonably considers necessary to meet those requirements.

3.   Discovery Education Personnel

Discovery Education shall take reasonable steps to ensure the reliability of any employee, agent, or contractor who may have access to the Subscriber Data, ensuring in each case that access is strictly limited to those individuals who need to know and/or access Subscriber Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4.   Security

4.1   Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Discovery Education shall in relation to the Subscriber Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk.

5.   Subprocessing

5.1   Subscriber authorises Discovery Education to appoint (and permit each Sub-processor appointed in accordance with this section 5 to appoint) Sub-processors in accordance with this section 5 and any restrictions in the Agreement.

5.2   The Sub-processors for the Services used by Discovery Education are identified in Appendix 3 to the Standard Contractual Clauses attached hereto. Discovery Education may continue to use those Sub-processors, identified in Appendix 3, already engaged by Discovery Education as of the date of this Addendum, subject to Discovery Education in each case as soon as practicable meeting the obligations set out in section 5.4.

5.3   Discovery Education shall give Subscriber prior written notice of the appointment of any new Sub-processor. Subscriber shall notify Discovery Education in writing of any objections (on reasonable grounds) to the proposed appointment within ten (10) days after receipt of Discovery Education's notice. In the event Subscriber objects to the

appointment, as permitted in the preceding sentence, Subscriber may terminate the applicable Order Form(s) with respect only to those Services that cannot be provided by Discovery Education without the use of the objected-to new Sub-processor by providing written notice to Discovery Education. Discovery Education will refund Subscriber a pro-rated amount to reflect any prepaid Fees that cover the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services.

5.4   With respect to each Sub-processor, Discovery Education shall:

5.4.1   before the Sub-processor first Processes Subscriber Data (or, where relevant, in accordance with section 5.2), carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for Subscriber Data required by the Agreement; and

5.4.2   ensure that the arrangement between Discovery Education and the Sub-processor is governed by a written contract including terms which offer at least the same level of protection for Subscriber Data as those set out in this Addendum.

5.5   Discovery Education shall ensure that each Sub-processor performs the obligations under this Addendum as they apply to the Processing of Subscriber Data as if each Sub-processor were party to this Addendum in place of Discovery Education. Where a Sub-processor fails to fulfil its data protection obligations, Discovery Education shall remain fully liable to Subscriber for the performance of such Sub-processor's obligations.

6.   Data Subject Rights

6.1   Taking into account the nature of the Processing, Discovery Education shall assist Subscriber by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Subscriber's obligations, as reasonably understood by Subscriber, to respond to requests to exercise Data Subject rights under any Applicable Laws.

7.   Personal Data Breach

7.1   Discovery Education shall notify Subscriber without undue delay upon Discovery Education becoming aware of a Personal Data Breach affecting Subscriber Data.

7.2   In the event of a Personal Data Breach, Discovery Education is not authorized to notify a data protection or other authority, the Data Subjects concerned, or any other third parties unless Discovery Education is required to do so under Applicable Laws. In such event, Discovery Education shall, to the extent permitted under Applicable Laws, liaise and coordinate with Subscriber prior to making a notification.

8.   Data Protection Impact Assessment and Prior Consultation

Discovery Education shall provide reasonable assistance to Subscriber with any data protection impact assessments and prior consultations with data privacy authorities which Subscriber reasonably considers to be required of Subscriber by any Applicable

Laws, in each case solely in relation to Processing of Subscriber Data by, and taking into account the nature of the Processing and information available to, Discovery Education.

9.   Deletion or Return of Subscriber Data

9.1   Subject to section 9.2, at the choice of Subscriber, Discovery Education shall delete or return and procure the deletion of all copies of those Subscriber Data by Discovery Education after the end of the provision of any Services relating to the Processing of Subscriber Data; provided that Discovery Education may anonymize Subscriber Data so that it is no longer personally identifiable and may retain the resulting anonymized data.

9.2   Notwithstanding section 9.1, Discovery Education may retain Subscriber Data to the extent required by Applicable Laws, provided that Discovery Education shall ensure that such Subscriber Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its retention and for no other purpose.

10.   Audit Rights

10.1   Subject to Sections 10.2 to 10.3, Discovery Education shall make available to Subscriber on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by Subscriber or an auditor mandated by Subscriber in relation to the Processing of the Subscriber Data by Discovery Education.

10.2   Subscriber shall give Discovery Education reasonable notice of any audit or inspection to be conducted under section 9.1 and shall make (and ensure that each of its mandated auditors makes) reasonable efforts to avoid causing (or, if it cannot avoid, to minimize) any damage, injury or disruption to Discovery Education's and/or any Sub-processor's premises, equipment, personnel, and business while its personnel are on those premises in the course of such an audit or inspection. Discovery Education and any Sub-processor(s) need not give access to its premises for the purposes of such an audit or inspection:

   10.2.1   to any individual unless he or she produces reasonable evidence of identity and authority;

   10.2.2   outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Subscriber has given notice to Discovery Education that this is the case before attendance outside those hours begins; or

   10.2.3   for the purposes of more than one audit or inspection of Discovery Education or any Sub-processor in any calendar year, except for any additional audits or inspections which:

      10.2.3.1   Subscriber reasonably considers necessary because of genuine concerns as to Discovery Education's compliance with this Addendum; or

5

        10.2.3.2   Subscriber is required or requested to carry out by the Applicable Laws, a Supervisory Authority, or any similar regulatory authority responsible for the enforcement of the Applicable Laws in any country or territory,

where Subscriber has identified its concerns or the relevant requirement or request in its notice to Discovery Education of the audit or inspection.

10.3   Each party shall bear its own costs with respect to any audit.

11.   Transfer Mechanisms for Restricted Transfers

11.1   Subject to section 11.3 and 11.5, Subscriber and Discovery Education hereby enter into the Standard Contractual Clauses ("SCCs") attached as Attachment 2 and the additional terms set out in Attachment 3 in respect of any Restricted Transfer between Subscriber and Discovery Education.

11.2   The SCCs shall come into effect under section 11.1 on the commencement of the relevant Restricted Transfer.

11.3   Section 11.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of any Applicable Laws.

11.4   The parties hereby agree that if a new version of the SCCs is officially and formally adopted by the EU Commission pursuant to Article 28(7) of the GDPR, such new version shall automatically, without further action of the parties, replace the current version of the SCCs in Attachment 2 and the additional terms set out in Attachment 3.

11.5   The parties hereby agree that if the United Kingdom, as a result of, or in connection with, the United Kingdom leaving the EU, officially and formally adopts its own version of the SCCs ("UK Standard Contractual Clauses"), the UK Standard Contractual Clauses shall be incorporated herein and shall apply to all Restricted Transfers of Subscriber Data from the UK to any jurisdiction that is not covered by a UK adequacy finding or relevant partial adequacy finding. For the avoidance of doubt, the SCCs shall continue to apply with respect to Restricted Transfers of Personal Data from the EEA and Switzerland in accordance with section 11.1.

11.6   Discovery Education warrants and represents that, before the commencement of any Restricted Transfer to a Sub-processor, Discovery Education's entry into the SCCs under section 11.1, and agreement to variations to those SCCs made under section 13.3.1, as agent for and on behalf of that Sub-processor will have been duly and effectively authorized (or subsequently ratified) by that Sub-processor.

12.   Costs

12.1   Subscriber shall not be liable for any charges under this Addendum and the parties acknowledge and agree that all other costs, charges and fees in connection with this

Addendum are fully and adequately compensated by the fees and charges payable under the Agreement.

13. General Terms

Governing law and jurisdiction

13.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

    13.1.1 the parties to this Addendum hereby submit any the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

    13.1.2 this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

Order of precedence

13.2 In the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Changes in Applicable Laws

13.3 The parties may:

    13.3.1 by at least thirty (30) days' written notice to the other party from time to time make any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under section 11.1), as they apply to Restricted Transfers which are subject to a particular Applicable Law, which are required, as a result of any change in, or decision of a competent authority under, that Applicable Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Applicable Law; and

    13.3.2 propose any other variations to this Addendum which the parties reasonably considers to be necessary to address the requirements of any Applicable Law.
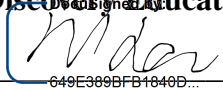
13.4 If Subscriber gives notice under section 13.3.1, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Subscriber's notice as soon as is reasonably practicable.

Severance

13.5   Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Agreement.

On behalf of Discovery Education

Signature _____

Name   Howard Lewis
_____

Title   MD
_____

Date Signed   June 15, 2021
_____

On behalf of Subscriber

Signature _____

Name _____

Title _____

Date Signed _____

ATTACHMENT 1: DETAILS OF PROCESSING OF SUBSCRIBER'S DATA

This Attachment 1 includes certain details of the Processing of Subscriber Data.

Subject matter and duration of the Processing of Subscriber Data

The subject matter and duration of the Processing of the Subscriber Data are set out in the Agreement and this Addendum.

The nature and purpose of the Processing of Subscriber Data

The nature and purpose of the Processing of the Subscriber Data are set out in the Agreement.

The types of Subscriber Data to be Processed

Subscriber may submit Personal Data for Discovery Education to provide the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First name, middle initial, and last name
- Username (Logon ID) and password
- Contact information (school, district, email, business address, school postcode)
- ID data (teacher ID, pupil ID, class ID)
- Teacher trade association membership number (such as NAHT membership number), if relevant for a special offer
- Pupil and teacher key stage and class
- Usage details
- Device information

The categories of Data Subjects to whom the Subscriber Data relates

Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Employees of Subscriber
- Subscriber's users authorized by Subscriber to use the Services
- Parents or legal guardians of pupils

The obligations and rights of Subscriber

The obligations and rights of Subscriber are set out in the Agreement and this Addendum.

Special categories of data (if appropriate)

Except in the limited circumstances where teachers may be asked to provide their National Association of Head Teachers trade union membership number to receive a discount for certain Services, Subscriber may not submit special categories of Personal Data to the Services.

ATTACHMENT 2: STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: Subscriber (the data exporter)

And

Name of the data importing organisation: Discovery Education Europe Limited (the data importer)

each a '**party'**; together '**the parties'**,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) '**personal data'**, '**special categories of data'**, '**process/processing'**, **'controller'**, **'processor'**, **'data subject'** and **'supervisory authority'** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) '**the data exporter'** means the controller who transfers the personal data;

(c) '**the data importer'** means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) '**the sub-processor'** means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '**the applicable data protection law'** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   '**technical and organisational security measures'** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

        (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

        (ii)   any accidental or unauthorised access; and

        (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have

factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

    (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

    (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2.   The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the jurisdiction in which the data exporter is established, namely . . . .

4.   The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1.   The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal

data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter: Subscriber

Name (written out in full): [_____]

Position: [_____]

Address: [_____]

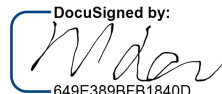Other information necessary in order for the contract to be binding (if any):

Signature ....

On behalf of the data importer: Discovery Education

Name (written out in full): [Howard Lewis   ]

Position: [MD   ]

Address: [One Lyric
              Square London   ]
              W6 0NB

Other information necessary in order for the contract to be binding (if any):

DocuSigned by:

649E389BFB1840D...

Signature ....

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is Subscriber. The data exporter will transfer personal data to Discovery Education in accordance with these Clauses in connection with the use of the Services.

Data importer

The data importer is Discovery Education Europe Limited. Discovery Education is a provider of digital educational services which processes Personal Data the instructions of the data exporter in accordance with the terms of the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to enable data importer to provide the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Employees of data exporter
- Data exporter's users authorized by data exporter to use the Services
- Parents or legal guardians of pupils

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to enable data importer to provide the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First name, middle initial, and last name
- Username (Logon ID) and password
- Contact information (school, district, email, billing address, business address, school postcode)
- ID data (teacher ID, pupil ID, class ID)
- Teacher trade association membership number (such as NAHT membership number) , if relevant for a special offer
- Pupil and teacher key stage and class

- Usage details
- Device information

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):

Except in the limited circumstances where teachers provide their National Association of Head Teachers trade union membership number to receive a discount for certain of data importer's products and services, data exporter may not submit special categories of Personal Data to enable data importer to provide the Services.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The data importer will process the personal data as necessary to perform or deliver the Services pursuant to the Agreement and as further instructed by data exporter in its use of the Services.

On behalf of the data exporter: Subscriber

Name (written out in full): [_____]

Position: [_____]

Address: [_____]

Other information necessary in order for the contract to be binding (if any):
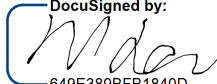
Signature ....

On behalf of the data importer: Discovery Education

Name (written out in full): [Howard Lewis _____]

Position: [MD _____]

Address: [One Lyric Square London W6 .0NB]

Other information necessary in order for the contract to be binding (if any):

Signature .... DocuSigned by: 649E389BFB1840D ....

19

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer shall maintain appropriate technical and organisational security measures for protection of the security, confidentiality and integrity of personal data, as described in the Data Processing Addendum and its IT Security Policies available at www.discoveryeducation.co.uk/security-policies. Data Importer will not materially decrease the overall security of the Services during the term of the Agreement.

On behalf of the data exporter: Subscriber

Name (written out in full): [_____]

Position: [_____]

Address: [_____]

Other information necessary in order for the contract to be binding (if any):
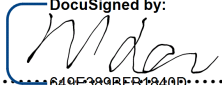
Signature ....

On behalf of the data importer: Discovery Education

Name (written out in full): [Howard Lewis _____]

Position: [MD _____]

Address: [One Lyric Square London W6 0NB ____]

Other information necessary in order for the contract to be binding (if any):

DocuSigned by:

Signature ....649E389BFD1040D...............

Appendix 3 to the Standard Contractual Clauses

Discovery Education uses certain sub-processors to support the delivery of the Services. The following is a list of the names, sub-processing activities, and locations of Discovery Education's sub-processors:

Entity Name	Purpose/Sub-processing Activities	Country location(s) of processing
Acoustic L.P.	Email platform provider	US
Amazon Web Services, Inc.	Hosts Discovery Education Experience	UK
Gainsight, Inc.	Customer success software	US
Google, LLC.	Analytics service platform	US
Ivanti, supplier of Goldmine database	CRM database and software provider	UK
Looker Data Sciences, Inc.	Data modeling and analytics	UK, US, Canada
MongoDB, Inc.	Cloud document database platform	UK
Pendo.io, Inc.	Data analytics software	US
Sage Intacct	Invoice processing	US
Salesforce.com Inc. (including Pardot)	CRM database and software provider (and email platform)	US
Segment.io, Inc.	Customer data platform	US
Snowflake, Inc.	Data warehousing	EU, US, Canada
Vidyard	Online video platform	US
Widgix, LLC dba Alchemer	Customer survey software	US
Wonde Ltd	The set up and provision of "software as a service" for automated data extraction	UK
Zendesk, Inc.	Helpdesk support	US
Zoom Video Communications, Inc.	Video and online meeting platform provider	US

ATTACHMENT 3: ADDITIONAL TERMS TO STANDARD CONTRACTUAL CLAUSES

1. References in this Attachment 3 to (i) "data importer" and "data exporter" shall have the meanings given to them in the Standard Contractual Clauses; and (ii) "Clause" and "Clauses" shall mean clause and clauses in the Standard Contractual Clauses.

2. **Clause 5(a): Suspension of data transfers and termination.** For the purposes of Clause 5(a) of Standard Contractual Clauses, the parties agree that the Agreement and the Addendum set out data exporter's complete and final instructions to data importer for the Processing of Personal Data. The parties acknowledge that if data importer cannot provide such compliance for whatever reason, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of Personal Data and/or terminate the Agreement. If the data exporter intends to suspend the transfer of Personal Data and/or terminate the Standard Contractual Clauses, it shall endeavor to provide notice to the data importer and provide data importer with a reasonable period of time to cure the non-compliance (**"Cure Period"**). If after the Cure Period the data importer has not or cannot cure the non-compliance then the data exporter may suspend or terminate the transfer of Personal Data immediately. The data exporter shall not be required to provide such Cure Period in instance where it considers there is a material risk of harm to data subjects or their Personal Data.

3. **Clause 5(d)(i):** This sentence is added to Clause 5(d)(i): The data importer shall object to the request if the importer reasonably concludes the request will cause the importer to violate applicable data protection law.

4. **Clause 11(3):** This Clause is replaced with: The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely Sweden.

5. **No Variation.** Nothing in the Addendum or this Attachment 3 varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under applicable Data Protection Laws. In the event of any conflict or inconsistency between the body of this Addendum and any of its Attachments (not including the Standard Contractual Clauses) and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.