



## CAREER CONNECT TERMS OF USE

Effective Date: July 5, 2023

Please read these terms of use (“**Terms of Use**”) carefully. These Terms of Use govern your access to and use of the software known as “Career Connect,” as provided by Discovery Education, Inc. (“**DE**”). All references to “**you**” and “**your**” in these Terms of Use mean the person accepting these Terms of Use as an individual or the legal entity for which the representative is acting, as appropriate.

### 1. ACCOUNT INFORMATION; SHARING

**1.1 Registration; Username and Passwords.** You may be required to provide information about yourself to register for and access or use Career Connect (“**Customer Data**”). You represent and warrant that any such Customer Data is and will remain accurate and complete, and that DE has no liability whatsoever for errors and omissions in your Customer Data. You may also be asked to choose a username and password to access or use Career Connect. You are entirely responsible for maintaining the security of your username and password, and you agree not to disclose or make your username or password accessible to any third party.

**1.2 Prohibition on Sharing.** You may not share an account or any user rights with any other individual. You may not share any login credentials or passwords regarding the foregoing with any other individual. You acknowledge that sharing of any such rights is strictly prohibited. Your right to use or access Career Connect is personal to you and not assignable or transferable.

### 2. ACCESS AND USE; SOFTWARE LICENSE

**2.1 Access and Use; Software License.** Subject to the Terms of Use and any other agreements you have with DE, you are hereby granted a limited, non-transferable, and revocable license to access and use Career Connect during the Term.

**2.2 Ownership.** You also acknowledge that you have neither obtained nor will obtain any ownership or other right, title, or interest in or to Career Connect. Without limiting the generality of the foregoing, DE owns all rights, title, and interest in and to all upgrades, enhancements, new releases, changes, and modifications to Career Connect, together with all ideas, architecture, algorithms, models, processes, techniques, user interfaces, database design and architecture, and “know-how” embodying Career Connect. Under no circumstances will you be deemed to receive,

have, or be granted title to all or any portion of Career Connect, title to which at all times vests exclusively in DE.

### 3. RESPONSIBILITY FOR END USERS

**3.1 Violations by End Users or Third Parties.** DE assumes no responsibility or liability for violations of these Terms of Use by you or any other third party that you allow, directly or indirectly, to access Career Connect and accepts no liability for your interactions with other users.

**3.2 Liability for Content and Data.** Under no circumstances will DE be liable in any way for any data or other content viewed while using Career Connect, including any errors or omissions in any such data or other content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or other content.

**3.3 Investigation of Use.** DE may investigate any complaints and violations that come to our attention and may take any action, in its sole discretion, including issuing warnings, suspending or disconnecting Career Connect, removing the applicable data or other content, terminating accounts or user profiles, or taking other reasonable actions, in its sole discretion.

**3.4 System Requirements; Changes.** Your use of Career Connect may require one or more compatible devices, Internet access, and certain third-party software. You may be required to obtain updates or upgrades from time to time for Career Connect or third-party software, which may result in additional costs to you. Because use of Career Connect involves hardware, software, and Internet access, your ability to access and use Career Connect may be affected by the performance of the foregoing. You are solely responsible for any fees that may apply to your access to or use of Career Connect, including fees for hardware, software, or Internet access. You agree that the foregoing requirements are your responsibility, and DE may, in its sole discretion, discontinue availability or compatibility of Career Connect on a particular operating system, device, or platform.

**4. GENERAL PROHIBITED USES.** You agree that you will not, directly or indirectly: (i) modify, customize, disassemble, decompile, prepare derivative works of, create improvements, derive innovations from, reverse engineer, or attempt to gain access to any underlying technology of Career Connect, including any source code, process, data set or database, management tool, development tool, server or hosting site; (ii) knowingly or negligently use Career Connect in a way that abuses, interferes with, or disrupts DE’s networks, your account or

any user rights, or Career Connect; (iii) engage in activity that is illegal under applicable law, fraudulent, false, or misleading; (iv) transmit through Career Connect any material that may infringe, misappropriate, or violate the rights of third parties; (v) use Career Connect for the development, production, or marketing of a service or product substantially similar or competitive to Career Connect; (vi) use Career Connect to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would infringe or violate the rights of any party, or is otherwise unlawful, or would give rise to civil or criminal liability, under any applicable law; (vii) upload or transmit any software, content, or code that does or is intended to harm, disable, destroy, or adversely affect performance of Career Connect in any way or which does or is intended to harm or extract information or data from other hardware, software, networks, or other users of Career Connect; (viii) engage in any activity or use Career Connect, or your account in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt Career Connect or any servers or networks connected to Career Connect or DE security systems; (ix) use Career Connect in violation of these Terms of Use or in a manner that violates applicable law, including anti-spam, import and export control, intellectual property, privacy, anti-terrorism, anti-bribery, foreign corrupt practices, and any other laws requiring the consent of subjects of audio and video recordings; (x) remove, delete, alter, or obscure any rights notices provided on or with Career Connect, including any copy thereof; (xi) make, use, or offer the Career Connect for lease, rent, or sale, or reproduce, resell, distribute, publish, display, assign, transfer, sublicense, lend or use Career Connect for any commercial or other purpose that is not expressly permitted by this Agreement; or (xii) make available Career Connect, or any features or functionality thereof, to any third party for any reason or by any manner, unless expressly permitted by this Agreement or otherwise expressly agreed to in writing by DE.

## 5. ELIGIBILITY; RESTRICTION ON USE BY CHILDREN

**5.1 Eligibility.** By accessing Career Connect, you affirm that you are of legal age to enter into these Terms of Use and to use Career Connect.

**5.2 Restrictions on Use by Children.** Career Connect is not intended for use by individuals under the age of eighteen (18) years old. By accessing Career Connect, you represent that you are not under the age of eighteen (18) years old.

## 6. DATA PRIVACY

**6.1 Privacy Policy.** By using Career Connect, you consent to the collection, use, and disclosure of your information as set forth in our Privacy Policy at <http://www.discoveryeducation.com/career-connect-privacy-policy>, and, if applicable, our Data Processing Addendum.

**6.2 Data Processing Addendum.** If you are a “business” or a “controller” and we process “personal information” or “personal data” (as those terms are defined by applicable U.S. state data privacy or protection laws) on your behalf, then our Data Processing Addendum <http://www.discoveryeducation.com/career-connect-data-processing-addendum> is incorporated herein by reference and applies to our “processing” of your or your end user’s “personal information” and “personal data” (as those terms are defined under the applicable U.S. state data privacy or protection laws).

**6.3 De-identified and aggregate data.** DE may de-identify and aggregate technical and other data about your and your end users use of Career Connect (“**Aggregated Data**”). DE may use the Aggregated Data for any lawful purpose including to, but not limited to, assess, improve, develop, support, and operate Career Connect, research and marketing purposes, and generate industry benchmarks or best practices guidance, recommendations, or similar reports.

## 7. TERM; TERMINATION AND SUSPENSION

**7.1 Term.** The term during which you will have access to Career Connect shall be defined in your written agreement or electronic registration form with DE (the “**Term**”).

**7.2 DE Termination Rights and Suspension.** Notwithstanding anything to the contrary herein, if you fail to comply with any provision of these Terms of Use, DE may suspend or terminate your access to Career Connect. If your access to Career Connect is governed by an agreement between your employer and DE, DE may terminate your access to Career Connect in the event that DE’s agreement with your employer terminates or expires, for any reason. Upon any termination or expiration of these Terms of Use, you must cease any further use of Career Connect.

**8. MODIFICATIONS TO THIS AGREEMENT.** DE may make modifications, deletions, and additions to the Terms of Use (“**Changes**”) from time to time. When Changes are made, the new Terms of Use will be posted online at [www.discoveryeducation.com/career-connect-](http://www.discoveryeducation.com/career-connect-)

terms-of-use and DE will indicate the effective date of the Changes at the top of the Terms of Use. If you continue to use Career Connect after the effective date of the Changes, then you agree to the revised terms and conditions.

**9. NO WARRANTIES.** YOU AGREE THAT CAREER CONNECT IS PROVIDED “AS IS” AND DE, ITS AFFILIATES, SUPPLIERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

#### **10. INDEMNIFICATION**

To the extent not prohibited by applicable law, you agree to indemnify, defend, and hold DE and its affiliates and subsidiaries (“**Indemnified Parties**”) harmless, including any officers, directors, employees, shareholders, members, consultants, and agents of the Indemnified Parties, from any third party allegation, claim, proceeding, liability, damage, or cost (including reasonable attorneys’ fees) arising out of or related to (i) your use of Career Connect, (ii) your breach of these Terms of Use, Data Processing Addendum, or violation of applicable law, and (iii) your infringement or violation of any right of any person or entity.

#### **11. LIMITATION ON LIABILITY.**

**11.1.** Consequential damages exclusion. IN NO EVENT SHALL DE 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.

**11.2.** Aggregate Liability. To the maximum extent permitted by law, in no event shall DE’s aggregate liability with respect to any matters whatsoever arising under or in connection with your use of Career Connect exceed \$50,000.

#### **12. MISCELLANEOUS**

**12.1 Assignment; Successors and Assigns.** You may not assign your rights or transfer any of your obligations under these Terms of Use without our prior express written consent. Any purported assignment or transfer in violation of this section is null and void. We may assign our rights or transfer any or all of our obligations under these Terms of Use at any time, without prior notice to you, (i) in the event of a merger, acquisition, or sale of all or substantially all of

our assets, or (ii) to any subsidiary or affiliate of DE. The Terms of Use are binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.

**12.2 Governing Law; Jurisdiction; and Venue.** These Terms of Use shall be construed and enforced under the laws of the state of North Carolina, USA without reference to the choice of law principles thereof. You hereby consent to and submit to the jurisdiction of the federal and state courts located in the State of North Carolina. You 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.

**12.3 Severability.** If any provision of these Terms of Use is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of these Terms of Use are not affected or impaired in any way. You and DE intend that any invalid, illegal, or unenforceable portions of these Terms of Use will be interpreted to provide the greatest effect and intent of the original. If a construction of the invalid, illegal, or unenforceable portion is not possible, the invalid, illegal, or unenforceable portion will be severed from these Terms of Use and the rest of these Terms of Use will remain in full force and effect.

**12.4 Survival.** All sections of these Terms of Use which, by their nature should survive termination or expiration, will survive.

**12.5 Waiver.** DE’s failure to exercise any right or enforce any condition or provision under these Terms of Use does not operate as a current or future waiver. For any waiver to be effective against us, the waiver must be in a writing signed by DE’s duly authorized representative.