

SCHOLASTIC LEARNING ZONE & ONLINE APPLICATION

Terms of Use

Please read these terms of use (the “**Agreement**”) carefully. This Agreement is between you and Scholastic Inc. (“**Scholastic**”, “**we**”, “**us**” and similar pronouns) concerning the SLZ Services (as defined below). By accepting this Agreement during the registration, purchase or subscription process, or by registering for, purchasing, subscribing to, or using the SLZ Services, you agree to be bound by this Agreement. Further, if you are doing so on behalf of an Education Customer, you represent and warrant that you have the authority and capacity to act on behalf of the Education Customer, and to legally bind the Education Customer.

Please note that certain capitalized terms used in this Agreement are defined below, in Section 18.

1. **ORDERS**

The SLZ Services are available only to Education Customers and Authorized Users who have been given access to the SLZ Services pursuant to a written order acknowledged and accepted by Scholastic, or by an Authorized Reseller on behalf of Scholastic (an “**Order**”). All Orders will be deemed to be incorporated by reference into this Agreement. Scholastic rejects any terms and conditions submitted, delivered with or contained in any documents of the Education Customer, unless mutually agreed in writing by Scholastic and the Education Customer.

2. **CHANGES TO THIS AGREEMENT**

Scholastic may change this Agreement from time to time by notifying you of the changes by any reasonable means, including by posting a revised Agreement through the SLZ Services. No such change will apply to any dispute between you and us arising before Scholastic provides notice of the change. Your use of the SLZ Services after any changes to this Agreement will constitute its acceptance of the changes. The “*Last Updated*” legend above indicates when this Agreement was last changed. Scholastic may, at any time and without liability, modify or discontinue all or part of the SLZ Services.

3. **RIGHT TO USE THE SLZ SERVICES; USE RESTRICTIONS**

3.1 License. Subject to the terms and conditions of this Agreement, Scholastic hereby grants to the Education Customer a non-exclusive, non-transferable right, without the right to grant sublicenses, to access and use and to permit Authorized Users to access and use, the SLZ Services in accordance with the User Guides during the Subscription Term and any Free Trial Term (if applicable) solely for the Education Customer’s internal (e.g., not for redistribution) non-commercial administrative and educational purposes. As further specified in Sections 4 and 8, Education Customers shall cause their Authorized Users to comply with the terms of this Agreement. If the SLZ Services make certain materials available for printing or downloading, the license granted hereunder includes the right to copy or download such materials solely for the limited purposes set forth in this Section 3.1 and subject to all other terms and conditions of this Agreement.

- 3.2 Use Restrictions.** You shall not: (1) attempt to copy, modify, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute any portion of the SLZ Services or User Guides in any form or media or by any means, except as expressly permitted by this Agreement, (2) attempt to de-compile, reverse compile, disassemble or reverse engineer any part of the SLZ Services, (3) use the SLZ Services in connection with any spidering, screen scraping, database scraping or harvesting of data, (4) remove or alter any proprietary rights notices on the SLZ Services or any of the User Guides, (5) use the SLZ Services to create, build or provide products or services to third parties, (6) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make any part of the SLZ Services or User Guides available to any third party, except the Authorized Users, (8) otherwise assist third parties in obtaining access to the SLZ Services, other than as permitted under this Agreement, or (9) introduce, or facilitate the introduction of, any Virus into Scholastic’s network or information systems.
- 3.3 Prohibited Material.** You shall not seek to access, store, distribute, transmit, provide, post, upload, input or submit any content or materials on or through the SLZ Services, including blog pages, message boards, comment or discussion features, chat rooms or forums, or facilitate any of the foregoing via the SLZ Services that: (1) are unlawful, harmful, threatening, defamatory, tortious, indecent, obscene, abusive, misleading, deceptive, fraudulent, discriminatory, harassing, vulgar, libelous, invasive of another’s privacy, hateful, offensive racially, ethnically or otherwise objectionable, or in violation of applicable laws, rules and regulations or any rules or policies of the Education Customer, (2) infringe, misappropriate or violate any intellectual property rights, or proprietary or other rights of any third party, (3) facilitate illegal activity, (4) depict sexually explicit images, (5) promote violence, (6) are discriminatory based on race, ethnicity, gender, religious belief, sexual orientation, disability, (7) jeopardize the security, availability, or integrity of the SLZ Services or have the potential to cause harm to any persons or their property through the use of malicious code or otherwise; (8) constitute advertising material or any other form of solicitation; or (9) contain links to sites or other third-party content or materials that violate this Agreement. Scholastic reserves the right, without liability and without limiting any other rights or remedies, to remove from the SLZ Services any material it considers to violate this Agreement.
- 3.4 Proprietary Rights.** You acknowledge and agree that Scholastic or its licensors own all intellectual property rights in the SLZ Services and User Guides and all components thereof and content contained therein. Such rights are protected by U.S. and international copyright, trademark and other intellectual property laws. All other rights in the Website, SLZ Services and User Guides and all components thereof and content contained therein that are not expressly granted in this Agreement are expressly reserved by us. All trade names, trademarks, service marks and logos on the Website, the SLZ Services or the User Guides not owned by us are the property of their respective owners. You may not use our or our licensors’ trade names, trademarks, service marks or logos (including our “SCHOLASTIC” mark and our “Red Bar” logo) in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained herein, on the Website or in the SLZ Services or User Guides should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

4. AUTHORIZED USER ACCOUNTS

4.1 **Compliance.** Without limitation of Authorized Users' obligations to comply with this Agreement, the Education Customer shall: (1) use all reasonable efforts to prevent any unauthorized access to, or use of, the SLZ Services, (2) monitor its Authorized Users' use of the SLZ Services to ensure the Education Customer's and its Authorized Users' compliance with this Agreement, (3) promptly notify Scholastic of any such unauthorized access, use or non-compliance, and (4) be responsible for any Authorized User's breach of this Agreement. Where the Education Customer is a learning institution, educational service or ministry of education, the Education Customer shall ensure that the only Authorized Users are administrators, officials, educators, Teachers in its employ or under its purview or Students enrolled in their educational programs or their Parents (via Student accounts as may be authorized by the Education Customer). Where the Education Customer is a library, the Education Customer shall ensure that the only Authorized Users are pertinent library administrators or employees and library patrons.

4.2 **User Cap; Credentials.** The Education Customer agrees that: (1) the maximum number of Students it authorizes to use the SLZ Services shall not exceed the Maximum Cap, (2) it will not allow any Authorized User's account credentials to be used by more than one individual Authorized User, (3) if the Education Customer uses an entitlement system with unique username or password, then the Education Customer shall require each Authorized User to keep such username and password confidential and personal to such Authorized User, and to not disclose such username or password to any other person other than, in the case of a Student, the Parent, (4) if any Authorized User leaves the Education Customer (as applicable), the Education Customer shall promptly close the account of such Authorized User, and (5) it shall permit Scholastic or Scholastic's designated auditor to audit the Education Customer's use of the SLZ Services regarding its compliance with this Agreement. No such audit shall be conducted more than twice per year (unless Scholastic has a good faith believe that the Education Customer has exceeded or otherwise violated the terms of its license, in which event Scholastic shall not be bound by such frequency limitation), with each party bearing its own costs of such audit. Scholastic shall provide reasonable prior notice of each audit, and conduct each audit so as not to substantially interfere with the Education Customer's normal conduct of business.

5. INFORMATION SUBMITTED THROUGH THE SERVICES.

5.1 **Customer Data.** As between Scholastic and the Education Customer, the Education Customer shall own all right, title and interest in and to all Customer Data, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data. Without limitation of any other provision of this Agreement, you hereby grant to Scholastic and its affiliates a non-exclusive, perpetual, royalty-free, irrevocable, worldwide license to use, host, store, reproduce, display, transmit, modify, adapt, publish, perform, translate, and distribute Customer Data (in whole or in part) and any derivative works created from Customer Data (including those resulting from changes Scholastic makes so that Customer Data works better on the SLZ Services), in any form, media or technology now known or later developed, for purposes of providing the SLZ Services to you. Further, Scholastic may use Customer Data for its own internal purposes, including to develop, modify, improve, support,

customize and operate its products and services. You represent and warrant that you have all necessary rights, permissions and consents to grant to Scholastic the rights granted under this agreement with respect to Customer Data. Scholastic's rights in Customer Data are subject to applicable law and the Privacy Policy referenced in Section 5.4 below.

- 5.2 **Order Data.** The Education Customer is responsible for ensuring that the information it provides as part of each Order is and remains complete and accurate.
- 5.3 **Monitoring.** Scholastic shall have no obligation to monitor Customer Data or any other content uploaded to the SLZ Services by you, but Scholastic reserves the right to do so.
- 5.4 **Other terms.** Your use of the SLZ Services is governed by the Scholastic Learning Zone Privacy Policy, located at [Scholastic Learning Zone Privacy Policy.pdf \(scholasticlearningzone.com\)](#) and, with respect to SLZ Services in Canada, [CAN Scholastic Learning Zone Privacy Policy.pdf](#) (collectively, Scholastic's "**Privacy Policy**"). You expressly consent to the collection and use of your personal data in accordance with the Privacy Policy. Additional terms and options for posting or uploading Customer Data may be presented by Scholastic through the SLZ Services.
- 5.5 **Feedback.** If you choose to provide Scholastic with feedback, evaluations, suggestions for improvements or other ideas or content relating to the SLZ Services ("**Feedback**"), then you acknowledge and agree: (1) that you have no right or expectation of review, compensation or consideration for the Feedback, and (2) Scholastic will be free to use and exploit the Feedback in Scholastic's discretion, without compensation or obligation to you.

6. **THIRD PARTIES**

- 6.1 The SLZ Services may enable or assist you to access the content of, communicate with, and purchase products and services from third parties (including without limitation any third-party learning management system or other third-party platform through which you may access the SLZ Services), and you acknowledge and agree that you do so solely at your own risk. Scholastic makes no representation, warranty or commitment, and shall have no liability or obligation whatsoever, regarding any such third parties, or their content, communications, products or services.
- 6.2 Scholastic is not responsible for any delays, delivery failures, or any loss, destruction, alteration, damage or disclosure of data (including without limitation Customer Data) resulting from the actions or omissions of third parties or the transfer of data over communications networks and facilities, including the internet. You acknowledge that the SLZ Services may be subject to those and other problems inherent in the use of such communications facilities.

7. **SCHOLASTIC'S OBLIGATIONS**

- 7.1 Scholastic will use commercially available efforts to host, maintain and provide the SLZ Services in accordance with the terms set forth in the Order and this Agreement.
- 7.2 Scholastic agrees that the SLZ Services will substantially conform to the User Guides; except that the foregoing shall not apply to the extent that any non-conformance results from use of

the SLZ Services contrary to the User Guides, Scholastic's instructions, or from any modification or alteration of the SLZ Services by any party other than Scholastic or its authorized agents.

- 7.3 Scholastic will provide the Education Customer with set-up and configuration assistance and technical support services for the SLZ Platform and Applications on the same basis as it does to Education Customers generally.
- 7.4 Scholastic does and will take reasonable administrative and technical steps to protect the systems and data of Scholastic and its customers; however, Scholastic cannot and does not guarantee the security of any material transmitted or stored in connection with the SLZ Services.
- 7.5 In the event of any loss or damage to Customer Data caused by the actions or omissions of Scholastic or any party acting under authorization from Scholastic, Scholastic will use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained in the ordinary course by Scholastic in accordance with its archiving procedures. The foregoing constitutes your sole and exclusive remedy for such loss or damage.
- 7.6 If Scholastic's performance of any of its obligations under this Agreement (including any Order) is prevented or delayed by any act or omission of yours, then Scholastic shall: (1) not be considered in breach of the Agreement, (2) not be responsible for any resulting injury, loss, damage, cost or expense suffered by the Education Customer or any Authorized User, (3) be entitled to an extension of any affected time for performance, and (4) be entitled to reimbursement for any resulting additional expenses and costs.

8. **EDUCATION CUSTOMER'S AND AUTHORIZED USERS' OBLIGATIONS**

- 8.1 The Education Customer shall provide Scholastic with all cooperation (including access to information) as may be required for Scholastic to provide the SLZ Services, including with respect to Customer Data, security access information and configuration services.
- 8.2 You shall comply with all applicable laws, rules and regulations with respect to this Agreement and shall perform your obligations under this Agreement in a timely and efficient manner.
- 8.3 The Education Customer shall obtain and maintain all necessary licenses, consents, and permissions (including without limitation any required Parental Consents) necessary for Scholastic, its contractors and agents to perform their obligations under this Agreement, including to provide the SLZ Services and use the Customer Data as contemplated under this Agreement.
- 8.4 You shall obtain, provide, maintain and secure all computers, networks equipment, internet connections, software, networks, systems, other system requirements, and all other technology necessary to access or use the SLZ Services ("**Customer Technology**") and ensure that all Customer Technology is in good condition and of reasonable quality and complies with

the relevant technical, network and hardware specifications provided by Scholastic from time to time.

- 8.5 You are solely responsible for all problems, conditions, delays, delivery failures and other loss or damage relating to or arising from the Customer Technology or the internet.

9. CHARGES AND PAYMENT

The Education Customer shall pay all Subscription Fees to Scholastic in accordance with this Section 9. Except as otherwise stated in an Order or at Scholastic's discretion, all amounts and fees payable by the Education Customer are non-cancellable and non-refundable. The payment information provided by an Education Customer must be a current, valid, authorized and accepted method of payment. The Education Customer must provide such payment information before the Subscription Commencement Date. The Education Customer hereby authorizes Scholastic to bill the Education Customer's payment method on the Subscription Commencement Date for the Subscription Fee(s). The Education Customer shall pay each invoice immediately upon receipt. All amounts and fees are exclusive of value added tax, which shall be added to the relevant invoice at the appropriate rate. For clarity, Scholastic shall have no obligation to provide access to the SLZ Services while any invoice remains unpaid.

10. CONFIDENTIALITY

- 10.1 Except as otherwise required by law, you agree to keep confidential the terms and conditions of this Agreement (including pricing and other terms of any Orders) and any other confidential or proprietary information made available by Scholastic, and you shall not disclose such information to any third party, or use such information other than to fulfill your obligations or exercise your rights under this Agreement, absent Scholastic's prior written consent. You shall take all reasonable steps to ensure that such information is not disclosed or distributed by your employees or agents in violation of this Agreement.

- 10.2 The provisions of this Section 10 are without limitation of any obligations of the parties hereunder or at law with respect to personal data.

11. INDEMNITY

The Education Customer shall defend, indemnify and hold harmless Scholastic against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and legal fees) arising out of or in connection with (1) the Education Customer's (or any Authorized User's) use of the SLZ Services or (2) any violation or alleged violation of this Agreement or any applicable laws, rules or regulations by the Education Customer (or any Authorized User); provided that (A) the Education Customer is given prompt notice of any such claim, (B) Scholastic provides reasonable cooperation to the Education Customer in the defense and settlement of the claim, at the Education Customer's expense, and (C) the Education Customer is given sole authority to defend or settle the claim.

12. DISCLAIMERS; LIMITATION OF LIABILITY; AGGREGATE LIABILITY

- 12.1 Except as expressly provided in this Agreement: (1) YOU ASSUME SOLE RESPONSIBILITY FOR RESULTS AND INFORMATION OBTAINED FROM THE USE OF THE SLZ SERVICES AND THE USER

GUIDES, AND FOR CONCLUSIONS DRAWN FROM SUCH USE, (2) SCHOLASTIC SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE CUSTOMER DATA (OR ANY LOSS OF CUSTOMER DATA FOR ANY REASON), FOR ANY CLAIMS, DAMAGES, OR LOSSES RESULTING FROM THE USE (OR LOSS) OR APPEARANCE OF CUSTOMER DATA ON THE SLZ SERVICES, FOR ANY CUSTOMER MATERIALS, OR FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY CUSTOMER DATA, CUSTOMER TECHNOLOGY, OR INFORMATION PROVIDED TO SCHOLASTIC BY YOU IN CONNECTION WITH THE SLZ SERVICES, OR FOR ANY ACTIONS TAKEN BY SCHOLASTIC AT YOUR DIRECTION, (3) SCHOLASTIC MAKES NO REPRESENTATION OR WARRANTY THAT THE SLZ SERVICES WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED OR ERROR-FREE, (4) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS, WHETHER IMPLIED OR STATUTORY OR ARISING BY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE ARE EXCLUDED FROM THIS AGREEMENT; AND (5) THE SLZ SERVICES AND USER GUIDES ARE PROVIDED ON AN "AS IS" "WHERE IS" AND "AS AVAILABLE" BASIS.

- 12.2 Nothing in this Agreement excludes the liability of Scholastic for Scholastic's gross negligence, fraud or fraudulent misrepresentation.
- 12.3 SCHOLASTIC SHALL NOT BE LIABLE, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR SIMILAR LOSSES, OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR LOSSES, COSTS, DAMAGES, CHARGES OR EXPENSES, HOWEVER ARISING UNDER THIS AGREEMENT.
- 12.4 SCHOLASTIC'S TOTAL AGGREGATE LIABILITY RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT (INCLUDING IN RESPECT OF ANY INDEMNITY), TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH (1) AN ORDER, SHALL BE LIMITED TO THE TOTAL SUBSCRIPTION FEE PAID BY THE EDUCATION CUSTOMER IN RESPECT OF THAT ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE CLAIM AROSE, OR (2) ANY OTHER LOSS OR DAMAGE, SHALL BE LIMITED TO THE TOTAL SUBSCRIPTION FEES PAID BY EDUCATION CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE CLAIM AROSE.
- 12.5 NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THEREFORE, ONLY THE EXCLUSIONS AND LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND IN SUCH INSTANCES OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED.
13. **TERM AND TERMINATION.** Each Order shall commence on the Order Effective Date and, unless earlier terminated as provided in this Agreement, continue in accordance with Sections 13.1 or 13.2 below, as applicable.
- 13.1 If the parties have agreed in writing that Scholastic shall provide certain SLZ Services under an Order free of charge during a specified period of time (a "**Free Trial Term**"), then the Order shall continue until the expiration of the Free Trial Term, at which time the Order shall

automatically terminate, unless the parties agree in writing upon an Initial Subscription Term, in which case the Order shall continue in accordance with the terms of the Order and this Agreement. Either party may terminate an Order at any time during a Free Trial Term, on written notice to the other party .

13.2 If an Order has no Free Trial Term, then the Order shall continue until the expiration of the Initial Subscription Term, at which time the Order shall automatically terminate, unless the parties agree in writing to extend the term of the Order for a further period of time (a **“Renewal Term”**).

13.3 For clarity, unless otherwise specified in the Order, each Order shall terminate automatically without notice at the end of the Initial Subscription Term or any Renewal Term, as applicable, unless the Order is extended or terminated earlier in accordance with this Section 13.

13.4 Scholastic may suspend your access to SLZ Services, by written notice, if Scholastic has reason to believe that you have violated this Agreement, including (but not limited to) if Scholastic has not received payment within thirty (30) days after the Education Customer’s receipt of any invoice. In the event of the Education Customer’s non-payment, without liability and without limiting any of Scholastic’s other rights and remedies, Scholastic may suspend the SLZ Services and/or disable the Education Customer’s and its Authorized Users’ accounts and access to any of the SLZ Services. For clarity, Scholastic shall have no obligation to provide the SLZ Services while any invoice remains unpaid.

13.5 Without limiting any other right or remedy, Scholastic may terminate this Agreement or any Order immediately by giving written notice to the Education Customer if:

13.5.1 the Education Customer commits a material breach of any term of this Agreement and, if such breach is capable of remedy, fails to remedy the breach within thirty (30) days after being notified;

13.5.2 the Education Customer becomes insolvent, is adjudicated bankrupt, seeks any other similar relief, or otherwise becomes financially incapable of performing its obligations in accordance with this Agreement;

13.5.3 the Education Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

13.5.4 the Education Customer’s financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.

13.6 Upon termination of an Order for any reason:

13.6.1 All licenses granted with respect to the Order shall immediately terminate, and the Education Customer and all Authorized Users shall immediately cease all use of the SLZ Services and User Guides relating to that Order.

13.6.2 Scholastic will cease to provide such SLZ Services with respect to that Order.

13.6.3 Any other Orders in effect will remain unaffected by such termination (unless this Agreement is terminated as well).

13.6.4 Scholastic may destroy or otherwise dispose of any of the personal data in its possession relating specifically to that Order, in accordance with its Privacy Policy.

13.6.5 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the effective date of termination, including the right to claim damages for any breach of this Agreement, shall not be affected or prejudiced.

14. **FORCE MAJEURE**

Scholastic shall have no liability under this Agreement if it is prevented from or delayed in performing its obligations by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Scholastic or any other party), failure of a utility service or transport or telecommunications network, flood, drought, earthquake or other natural disaster, war, riot, civil commotion, malicious damage, epidemic or pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors.

15. **EXPORT CONTROLS.**

You shall comply with all applicable sanctions, export control, and similar laws and regulations of the United States and other countries and regions to the extent not inconsistent with the laws and regulations of the United States. You covenant that (1) you shall not cause Scholastic or any of its affiliates to be in violation of any applicable law or regulation administered by U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), Bureau of Industry and Security ("**BIS**"), or other relevant sanctions authority; and (2) you shall not, directly or indirectly, make available, use or any technology or services of Scholastic or any of its affiliates (including any SLZ Services) to (x) any person that is, (y) any person that is in any country or territory that is, or (z) any person whose government is, the subject of sanctions administered or enforced by OFAC, BIS, or other relevant sanctions authority, or in any other manner that would result in a violation of such sanctions by Scholastic or any of its affiliates.

16. **OTHER TERMS**

16.1 **Waiver.** No waiver by either party of any breach or default under this Agreement will be considered a waiver of any preceding or subsequent breach or default.

16.2 **Rights and Remedies.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16.3 **Severance.** If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never part of this Agreement.

- 16.4 **Survival.** Sections 1, 2, 3.2, 3.3, 3.4, 4–6, 7.5, 7.6 and 8–18 shall survive any expiration or termination of this Agreement.
- 16.5 **Entire Agreement.** This Agreement, including the terms and conditions of any Order incorporated into this Agreement, is the entire agreement between you and Scholastic relating to its subject matter, and supersedes any prior or contemporaneous written or oral agreements or understandings between you and Scholastic relating to such subject matter.
- 16.6 **Assignment and Other Dealings.** You shall not assign, transfer, subcontract or deal in any other manner with any of your rights or obligations under this Agreement except as expressly permitted by Scholastic in writing or as set forth in an Order. Scholastic may at any time assign, transfer, subcontract or deal in any other manner with any of its rights or obligations under this Agreement.
- 16.7 **No Partnership or Agency.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Scholastic.
- 16.8 **Third Party Rights.** Scholastic’s affiliates may exercise its rights and perform its obligations under this Agreement. Subject to the foregoing, this Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy.
- 16.9 **Notices.** Any notices to Scholastic must be sent by email to support@scholasticlearningzone.com. Scholastic will deliver all notices, approvals or other communications required or permitted under this Agreement, including those regarding modifications to this Agreement: (1) via email (in each case to the address that Education Customer provides through an Order), (2) through the SLZ Services (for example, by posting to the Website, the dashboard or the Education Customer’s account), or (3) in any other manner deemed reasonable by Scholastic. For notices made by email, the date of receipt will be deemed the date when the notice is transmitted.
- 16.10 **Governing Law and Jurisdiction.** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be governed by, the laws of the United States (including federal arbitration law) and the State of New York, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.
17. **ARBITRATION AGREEMENT.** EXCEPT FOR SCHOLASTIC’S OPTION TO BRING A CLAIM IN A COURT OF COMPETENT JURISDICTION SEEKING ONLY INJUNCTIVE RELIEF TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ITS COPYRIGHTS, TRADEMARKS, TRADE SECRETS, PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND SCHOLASTIC, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH

FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT SCHOLASTIC AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE.

YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

If you are an Authorized User, Parent or other individual, the arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

If you are an Education Customer or other organization, the arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules, as amended by this Agreement. The Commercial Arbitration Rules are available online at https://adr.org/sites/default/files/Commercial_Rules_Web.pdf.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

Nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

18. DEFINITIONS

“Application”: any Scholastic online learning software application made available by the Education Customer through the SLZ Platform.

“Authorized Reseller”: a third party authorized by Scholastic to sell the SLZ Services to Education Customers, whether through integration into a third party platform or otherwise.

“Authorized Users”: those Teachers, librarians, administrators, education agency or ministry officials, library patrons, Parents and Students who are authorized by the Education Customer to access and use the Application(s) and the User Guides, and to receive the SLZ Services.

“Customer Data”: the content, information, assignments, materials or other data (including personal data) created, uploaded, posted, submitted, transmitted or otherwise inputted by the Education Customer, Authorized Users, or Scholastic on the Education Customer’s behalf, for the purpose of using or accessing the SLZ Services or facilitating Education Customer’s and Authorized Users’ receipt of the SLZ Services. For the avoidance of doubt, Customer Data does not include Scholastic’s intellectual property or confidential information, including without limitation the SLZ Services or any component thereof. Further, analytics and other usage information that is not identifiable with any individual or institution shall not be considered Customer Data.

“Education Customer”: the learning institution, educational service, department or ministry of education or library to whom Scholastic shall provide the SLZ Services, as specified in the Order.

“Initial Subscription Term”: the period of time specified in the Order, commencing on the Subscription Commencement Date.

“Maximum Cap”: the maximum number of Students to whom the SLZ Services may be provided, and that may have access to and use of the SLZ Services at any one time, as specified in the Order.

“Order Effective Date”: the effective date specified in the relevant Order.

“Parent”: a parent or, if applicable, a guardian of a Student.

“Parental Consent”: the express written consent from a Parent, sufficient under applicable law and Education Customer policies and guidelines for an applicable Student to use and access the SLZ Services in accordance with this Agreement, and provide their personal data to Scholastic in connection with the SLZ Services.

“SLZ Platform”: the online platform known as ‘Scholastic Learning Zone’, as more specifically described in the User Guides.

“SLZ Services”: the SLZ Platform and any Applications specified in the relevant Order in all territories where the SLZ Platform and Applications are offered excluding the United Kingdom.

“Student”: where the Education Customer is a school, any Authorized User who currently attends the school as a valid student.

“Subscription Commencement Date”: the date on which the Initial Subscription Term commences, as specified in the Order.

“Subscription Fee”: the subscription fee payable by the Education Customer to Scholastic, as specified in an Order.

“Subscription Term”: the Initial Subscription Term and any Renewal Term(s).

“Teacher”: any Authorized User who is currently validly employed by the Education Customer as a teacher or a classroom assistant or a school administrator (as applicable).

“User Guides”: the user guides, operational documents, user manuals, help files and other documentation made available through the SLZ Services.

“Virus”: any material or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of

any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data); or adversely affect the user experience, including worms, trojan horses, viruses and other similar material or devices.

“Website”: the website currently located (1) at the domain www.scholasticlearningzone.com or (2) at the domain <https://slz05.cercba.com/> for Education Customers located in China or (3) such other domain(s) as Scholastic may notify to Education Customers in writing from time to time, but excluding in any case <https://www.scholastic.co.uk/>.

“you”: any or all of the following: an Education Customer, a Authorized User or a Parent.