Blackboard Data Explorers – Terms and Conditions

Blackboard Data Explorers (the "Program") aims to equip Blackboard clients with the skills they need to make use of the Blackboard Data Developer interface, by providing hands-on experience of this interface using pre-built queries and a realistic demo experience.

By registering for Blackboard Data Explorers hosted by Blackboard Inc. ("Blackboard"), you ("Participant") agree to be bound by the following Terms and Conditions:

Registration Restrictions: In order to register in the Program, you must be a member of staff at a Blackboard client institution that is licensing Learn, at the time of registration ("Participants").

Access to the Program: Once registered, Participants will have access to the Program, which includes a Blackboard Learn course containing resources, walkthrough videos and assessments, and a Demo Environment of Blackboard Data. Access to the Demo Environment will be limited for 60 days, starting on the day the Participant first accessed the Demo Environment. Participants may request to have this time limit extended by writing to data-explorers@blackboard.com. Blackboard will grant extensions at its sole discretion.

Program Badges: Participants can achieve the following two microcredentials, or "badges", as part of the Program:

- Blackboard Data Navigator: Awarded to Participants that complete the first two chapters of the Program
- Blackboard Data Explorer: Awarded to Participants who complete chapters 1 through 5 of the Program.

The Platform automatically grants badges to Participants who successfully complete the above-mentioned activities. In future, Blackboard may release additional activities and badges, and reserves the right to make changes to the activities in the course at any time. Available Badges and progress towards them will be shown under "My Badges" in the "Backpack" section of the course.

Publicity: All Participants hereby agree to grant Blackboard and its affiliates permission to use, without additional compensation, their name and/or likeness, their role and name of their organizations as well as any submitted content for advertising and promotional purposes in any manner and in any medium (including, without limitation, at Blackboard events and via distribution over the Internet) throughout the world in perpetuity unless prohibited by law.

Participant Information and Data Collection: By registering for the Program, you consent to Blackboard's collection and storage of the information provided on the registration form and any information provided during the Program and to Blackboard's use of such Participant Information for the following purposes:

- To organize and conduct the Program (which involves sharing the necessary information with our suppliers that perform services related to the Program, e.g. Snowflake)
- To further improve the delivery and organization of this and future programs by gathering and using attendance and other statistical data
- To send you information about the Program, including logistics, promotions and surveys
- To send you information about similar programs or other Blackboard Data-related activities
- To share Participants experience with other Participants and third parties

Blackboard's use of Participant Information shall be in accordance with Blackboard's Privacy Policy located at https://help.blackboard.com/Privacy Statement.

Sharing Your Information Within Blackboard and with Others: We will share the above-mentioned information with other Blackboard teams around the globe where necessary to achieve the purposes listed above.

If you are located in the European Union or other regions with data transfer restrictions, please note that we may transfer information, including your personal information, to a country and jurisdiction that are not considered to have data protection laws equivalent to your jurisdiction. Blackboard uses EU-approved standard contractual clauses to legitimately transfer EU personal information to the US and other jurisdictions that are not considered equivalent.

We may also use other third parties to assist with this Program and may share your information with them where necessary for the third party to support the Program. Our contracts with third parties require them to only use your information as instructed by us and to keep it confidential.

We may publish the name, roles, organization names, contributions and similar information, e.g. during events like BbWorld and on our <u>Community page</u>. If you don't want your name to be published, please email us at <u>privacy@blackboard.com</u>.

Right of Refusal: Blackboard reserves the right to deny registration or exclude you from the Program if you do not comply with these Terms and Conditions or for any other reason, at Blackboard's sole discretion, including for past or present failure to meet Blackboard standards of conduct (including, but not limited to, engaging in violent, illegal, threatening, or discriminatory conduct).

General Blackboard Terms of Use: Each Authorized User must also comply with the general Blackboard Terms of Use available at: https://help.blackboard.com/Terms of Use#-general-terms OTP-11.

Changes to these Terms: We may revise these Terms and Conditions from time-to-time, unilaterally and without prior notice to reflect changes to the Program. The most current version of these Terms will always be available in the Backpack section of the course. If the revision, in our sole discretion, is material we will notify you through the community site available through the link above. By continuing to access or use the Program after those revisions become effective, you agree to be bound by the revised Terms and Conditions.