



**Techbook Purchase Agreement ("Agreement")
made as of 08/05/2015 between Discovery Education, Inc. ("Discovery") and
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Customer")**

1. Subject to the terms and conditions of this Agreement, Discovery grants to Customer, and the teachers and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access the digital textbook platform known as Discovery Education Science Techbook ("Techbook") via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Techbook as set forth in the Terms of Use located http://www.discoveryeducation.com/aboutus/terms_of_use.cfm as Discovery may revise such Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use"). Discovery agrees that if it makes a material change to the Terms of Use applicable to a User, such change shall not be effective against such User and the previous Terms of Use shall remain in effect with respect to such User.
2. The "Term" shall be 09/02/2015 through and including 09/01/2018.
3. The pricing for this license (the "Fees") shall be as follows:

Discovery Education Techbook

Quantity	Description	Price Per Techbook Package	No. of Students	Total
	Discovery Education Science Techbook Package			
1	Science Techbook – Elementary and Middle Levels	\$27.00	479	\$12,933.00
1	On-Site Professional Development (One Session up to 6 Hours)	\$0.00	n/a	\$0.00
	Total			\$12,933.00

4. The Fees are non-cancellable and are due and payable no later than 30 days after receipt of invoice.
5. The professional development shall take place on such date(s), time(s) and place(s) to be mutually agreed to by the parties.
6. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use (solely with respect to Subscriber and attached hereto as Exhibit C) constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
7. While Customer acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Customer or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or Single Sign On ("SSO") integration that allows licensed Users to access Discovery Education services with the same credentials that are used to log onto the Customer's network, or otherwise submit or upload information, (all such data shall be limited to the following: school name, first name, last name, grade level, and Discovery generated username/password), Customer represents and warrants that Customer has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Customer consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Customer in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's Data Security Policy attached hereto and incorporated herein as Exhibit B.



8. Discovery understands that government entities, such as Customer, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Customer shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Customer and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Customer.
 9. Background Checks. Discovery represents and warrants the following regarding security clearances of those employees and independent contractors who deliver professional development services. Discovery conducts the following checks on any employees or contractors it sends onto school campuses to perform professional development and related services where students may be present ("PD Specialists") at the time of hire and refreshes such checks on an annual basis:
 - Criminal Records Check
 - FBI Fingerprint Clearance
 - Check of all state, local and tribal sex offender (and related) registries that are linked to the national search maintained by the United States Department of Justice Sex Offender Public Website located at <http://www.nsopw.gov/>
- For the sake of clarity, the nature of the services offered by Discovery are such that Discovery's PD Specialists are always in the presence of and under the supervision of school district personnel. Further, Discovery agrees to provide, upon request, copies of records documenting the above-referenced background checks for such PD Specialists that shall be performing services on school grounds.
10. Discovery agrees to comply with Sections 1012.32 and 1012.465 of the Florida Statutes, as applicable. The parties agree that the failure of Discovery to comply with the requirements of Sections 1012.32 and 1012.465 of the Florida Statutes shall constitute a material breach of this Agreement entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. Discovery agrees to indemnify and hold harmless Customer, its officers and employees from any third-party liability in the form of physical or mental injury, death or property damage resulting from Discovery's failure to comply with the requirements herein.
 11. Either party may terminate this Agreement following a material breach of the Agreement by the other party that is not cured within thirty (30) days written notice of such breach.
 12. Customer certifies that Customer is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Customer is not exempt from certain of such taxes, Customer agrees to remit payment for such taxes to Discovery.



13. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Customer and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

DISCOVERY EDUCATION, INC.

By: _____

Title: _____

Printed Name: _____

Date: _____

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

Robert W. Runcie, Superintendent of Schools

By _____
Donna P. Korn, Chair

Approved as to Form and Legal Content:

 08/13/15
Office of the General Counsel

Ref No. O6UJ9C001ZJY



**EXHIBIT B
DISCOVERY EDUCATION, INC. DATA SECURITY POLICY**

This Policy describes, in general, (i) what steps Discovery Education, Inc. ("Discovery") takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII.

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

I. DEFINITIONS

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

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

"Authorized Use" means a Discovery employee authorized by the Subscriber/Customer/Distributor to access PII in order to perform services under an Agreement.

"Destroy" or "Destruction" means the act of ensuring the PII cannot be reused or reconstituted in a format which could be used as originally intended and that the PII is virtually impossible to recover or is prohibitively expensive to reconstitute in its original format.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. § 1232g) and its implementing regulations, as they may be amended from time to time. The regulations are issued by the U.S. Department of Education, and are available at <http://www2.ed.gov/policy/gen/reg/ferpa/index.html>.

"Personally Identifiable Information" (or "PII") means any information defined as personally identifiable information under FERPA.

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

1. **Compliance with Law and Policy.** All PII provided to Discovery is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.
2. **Training.** Employees (including temporary and contract employees) of Discovery are educated and trained on the proper uses and disclosures of PII and the importance of information privacy and security.
3. **Personnel Guidelines.** All Discovery employees are required to be aware of and work to protect the confidentiality, privacy, and security of PII. Discovery, and its respective personnel do not access PII except to comply with a legal obligation under federal or state law, regulation, subpoena, or if there is legitimate need for the information to maintain data systems or to perform required services under the Agreement with Subscriber/Customer/Distributor. The following provides a general description of the internal policies to which Discovery and its respective personnel adhere:
 - a. Limit internal access to PII to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the PII to carry out the services provided under the Agreement.
 - b. Disclose PII only to Authorized Disclosees
 - c. Access PII only by Authorized Users.
 - d. When PII is no longer needed, delete access to PII.



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

Information Security Risk Assessment

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

1. Administrative Safeguards

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

2. Physical Safeguards

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



- g. Media Movement: Procedures that govern the receipt and removal of hardware and electronic media that contain PII into and out of a facility.

3. Technical Safeguards

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

Security Controls Implementation

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

Security Monitoring

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

Security Process Improvement

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

Audit

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

Breach Remediation

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

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

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



Personnel Security Policy Overview

Discovery mitigates risks by:

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



EXHIBIT C
Discovery Education Subscription Services: TERMS OF USE

These Terms of Use and Rider are incorporated into the Techbook Purchase Agreement solely with respect to The School Board of Broward County.

PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE, DO NOT USE THIS WEBSITE.

I. Grant of Rights.

Pursuant to a subscriber agreement, purchase agreement, or other similar agreement (herein, the "Agreement") between Discovery Education, Inc. (or one of its related entities) ("Discovery Education"), or its authorized distributor, and the subscribing/purchasing entity (herein, "Subscriber"), for a subscription, license (or the equivalent) to a Discovery Education Subscription Service, including but not limited to, the services currently known as, Discovery Education Streaming, Discovery Education Streaming Plus, Discovery Education Health, Discovery Education Science, Discovery Education Techbook, (and other such services as Discovery Education may introduce from time to time), Discovery Education has granted to Subscriber, and the authorized educators, administrators and students under the Agreement (or, as otherwise defined in the Agreement, the "Users"), for the term of the applicable Agreement, a limited, non-exclusive, terminable, non-transferable license to access a Discovery Education Subscription Service (the "Website") and any and all content included therein (the "Content"), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Agreement and these Terms of Use, such grant of rights subject to Discovery Education's rights thereto.

Discovery Education may, in its sole discretion, make changes to the Website and/or the Content, including but not limited to adding and/or removing video titles or other Content, adding closed-captioning, and implementing new encoding rates.

All rights not expressly granted to Subscriber and its Users pursuant to the Agreement are reserved to Discovery Education, and all uses of the Content by Subscriber and its Users not expressly permitted hereunder are prohibited.

II. Permitted and Prohibited Uses.

a. Use for Educational, Non-Commercial Purposes Only. Subscriber and its Users may use the Website and the Content for bona fide educational and research purposes only, and may not use them in any commercial or for-profit manner.

Discovery Education reserves the right, in its sole and absolute discretion, to limit Subscriber's and/or any Users' use of the Website in the event that Discovery Education, in its sole and absolute discretion, deems Subscriber's and/or such Users' use thereof to be inconsistent with educational and research purposes, and/or inconsistent with these Terms of Use.

b. Downloading of Content. Users may download, for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. Copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution "libraries", or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party outside of the Community (as defined in the Agreement).

c. Editing Content. Users may edit videos and video clips designated on the Website as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party's proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section II(c) may constitute copyright infringement.

User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded all editable videos and video clips without modification, obstruction or deletion.



The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and teachers' guides ("Ancillary Materials"). User may modify, alter and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery Education or its content provider shall continue to own the Ancillary Materials: "Revised with the permission of Discovery Education. Discovery Education and its content providers are not responsible for the content or accuracy of the revision".

d. Dissemination of Content. In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscribers and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery Education, and Discovery Education shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery Education disclaims all liability to Subscriber in connection with such third party host, and Discovery Education shall have no responsibility to Subscriber to ensure that such third party host maintains its service. In addition, any Subscriber or User using the Local Host support option must use the Website, rather than a local directory, to search for and access the Content.

e. Prohibited Uses. Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Website, the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Website or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Website's or the Content's control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Website, the Content or Discovery Education or its content providers, or in any manner that Discovery Education may, in its sole discretion, deem inappropriate.

Subscriber and the Users acknowledge and agree that the Website and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery Education for which Discovery Education would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery Education, Discovery Education shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

III. Ownership.

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

IV. Security and Use of Passwords.

Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Website and the Content (the "Log-In Information"). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Website and/or the Content by unauthorized persons using a User's Log-In Information. Unauthorized access to or use of the Website and/or the Content by someone using a User's Log-In information may be attributed to such User.

V. Citations.

User must include citation information, including Discovery Education or the applicable content provider (if identified) as the source, for all portions of the Content used in any end product.

VI. User Contributions.

Users may have the opportunity, at Discovery Education's discretion, to contribute User-created content, materials, and/or information to certain areas of the Website. Users who choose to contribute such content, materials, and/or information, or any other content, materials, and/or information, agree to the terms set forth in the User Generated Content Policy.



VII. Communications from Discovery Education.

Discovery Education may periodically contact Users for customer service purposes. By accessing the Website and the Content, Users consent to receive such communications. Subscriber shall promptly provide Discovery Education with any and all information regarding its Users and/or use of the Website and the Content by its Users that Discovery Education reasonably requests. Subscriber agrees that Discovery Education may reference its business relationship with Subscriber in its marketing, press releases or sales materials.

VIII. Changes to Terms of Use.

Discovery Education reserves the right to change these Terms of Use from time to time. Such changes will become effective when Discovery Education posts the revised Terms of Use on the Website. Users should check the Terms of Use from time to time, as they are bound by the Terms of Use posted on the Website at the time of access. Any revised Terms of Use shall supersede all previous versions.

IX. Termination of the Agreement; Effect of Termination or Expiration

In the event that Subscriber breaches any term of the Agreement, or Subscriber and/or any of its Users breach these Terms of Use, and such breach is not cured within 10 days after receipt of notice thereof from Discovery Education, Discovery Education may terminate the Agreement in whole or in part immediately upon written notice to Subscriber. Notwithstanding the foregoing, there shall be no cure period for any Event of Default that is not curable.

Upon expiration or prior termination of the Agreement, all rights granted herein shall revert to Discovery Education; all access to and use of the Website and the Content by Users must cease; all materials downloaded from the Website must be erased, deleted, or destroyed.

X. No Warranties, Limitation of Liability.

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

XI. Release.

To the extent permitted by law, Subscriber and its Users release and waive all claims against Discovery Education, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of User's use of the Website and the Content. California residents waive any rights they may have under Sec.1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Subscriber and its Users agree to release unknown claims and waive all available rights under California Civil Code Sec. 1542 or under any other statute or common law principle of similar effect.

XII. Representations/Indemnity.

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



To the extent permitted by law, Subscriber and its Users shall defend, indemnify and hold Discovery Education, its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all claims, damages, liabilities, costs and expenses arising out of any violation by Subscriber and/or its Users of these Terms of Use, any downloading of the Content, any modification or edit made to any portion of the Content, and the use of any portion of the Content with products or services not supplied by Discovery Education.

All representations, warranties, and indemnities shall survive the expiration or prior termination of the Agreement.

XIII. Reporting Infringement.

By accessing and/or using the Website and the Content, Users agree to report to Discovery Education all claims or suspected claims of copyright or other infringement of Discovery Education's intellectual property or other proprietary rights. Claims of infringement should be directed to Legal Department, Discovery Education, One Discovery Place, Silver Spring, Maryland 20910. If you believe that any information on the Website infringes on your copyright, you should notify Discovery Education of your claim in accordance with the following procedures. Discovery Education will process notices of alleged infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable copyright laws. The DMCA requires that notification of claimed infringement be in writing and provided to Discovery Education's designated agent of service: Pursuant to Title 17, United States Code, Section 512(c) (2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent.

Service Provider: AT&T

Name of Agent Designated to Receive Notification of Claimed Infringement: Aaron Holbert
Full Address of Designated Agent to Which Notification Should Be Sent: Aaron Holbert, Legal Affairs, Discovery Communications, LLC, One Discovery Place, Silver Spring, MD 20910.
Telephone Number of Designated Agent: 240.662.0000
Facsimile Number of Designated Agent: 240.662.1903
E-Mail Address of Designated Agent: DMCA@Discovery.com

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We may give notice to our Users by means of a general notice on any of our Websites, electronic mail to a User's e-mail address in our records, or written communication sent by first-class mail to a User's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below.

To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.



XIV. Miscellaneous.

Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof. This Agreement shall be construed and enforced under the laws of the State of Maryland, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Maryland. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof. By using the Discovery Education Websites, you agree to abide by the terms of these Terms of Use. We hope you enjoy using the Discovery Education Websites, and we welcome suggestions for improvements.

Last updated September 9, 2014



**RIDER
TO THE SUBSCRIPTION SERVICES TERMS OF USE**

1. Section XII ("Representations/Indemnity")

In the first sentence of the first paragraph, the following phrase "...., and has received all parental and other permissions required to permit Discovery Education to obtain and retain information (including personal information) from Users;" shall be deleted in its entirety.

The second paragraph shall be deleted in its entirety and replaced with the following:

"Subject to the limitations of §768.28, Florida Statutes, Subscriber agrees to indemnify and hold harmless Discovery from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Subscriber arising out of or in connection with the provisions of this agreement. Discovery agrees to indemnify, hold harmless and defend Subscriber from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Discovery arising out of or in connection with the provisions of this Agreement."

2. Section X ("Miscellaneous")

Both references to "the State of Maryland" shall be replaced with "the State of Florida."