

EXHIBIT A
DISCOVERY EDUCATION *STREAMING*TM SUBSCRIBER AGREEMENT
TERMS AND CONDITIONS

This Subscriber Agreement (the "Agreement"), dated as of **September 1, 2011** (the "Effective Date"), is entered into by and between Education Service Center Region 12 (the "Center"), located at 2101 West Loop 340, Waco, TX 76712, and _____ ("Subscriber"), located at _____.

WHEREAS, Discovery Education, Inc. ("Discovery Education") is the owner of the product currently known as Discovery Education *streaming*TM (the "Product"), a subscription video-on-demand service that provides educational video, text, still images and audio materials to members of the educational industry through streaming and downloadable technology delivered via a password-protected Internet site or a secured Intranet site, and has entered into a Regional Agreement with Center to permit Center to distribute and license the Product to Subscriber and other subscribers;

WHEREAS, Subscriber is a school district, charter school, or other school governing body and wishes to obtain a license on behalf of the Users in its Community (as these terms are defined below) to access and use the Product for educational or research purposes; and

WHEREAS, Center wishes to grant such license to Subscriber and Subscriber's Users,

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

1.1 Content: All the search pages, indexes, databases, individual blackline masters, teachers' guide pages, online help, video, text, still images, audio materials and all other content hosted on the Website or otherwise offered in connection with the Product.

1.2 Community: The territory defined in the Regional Agreement or the Subscriber's portion of that territory.

1.3 Play List: A feature of the Product that enables an educator that is a User within the Community to store a finite number of titles of online video materials available through the Product for streaming or download for use within the Community.

1.4 Quiz Center: A feature of the Product that enables educators to create quizzes and use quiz templates that incorporate online video materials available through the Product, and enables Students to access such quizzes.

1.5 Student: An individual who is enrolled at or attends classes in the Community.

1.6 Term: The Term shall be from the Effective Date through 8/31/2011 (the "Expiration Date"), unless earlier terminated in accordance with the provisions contained herein.

1.7 User: An educator, administrator or Student in the Community; or a home access user who is an educator, administrator or Student in the Community, or a parent or guardian of a Student in the Community.

1.8 User Agreement: The current User Agreement/Terms of Use is attached hereto as Exhibit B and incorporated by reference but may be amended from time to time by Discovery Education in its sole discretion as provided in Section 6 of this Agreement.

1.9 Website: The website currently located at <http://streaming.discoveryeducation.com>.

2. GRANT OF RIGHTS.

2.1 Right to be Provider to Users. For so long as Subscriber participates through the Education Service Center Region 12's Regional Agreement during the Term, and is in compliance with all other provisions of this Subscriber Agreement and the User Agreement/Terms of Use, Center grants to Subscriber the right to provide the Product to its Users during the Term.

2.2 Grant to Subscriber and Users. For so long as Subscriber participates through the Education Service Center Region 12's Regional Agreement during the Term, and is in compliance with all other provisions of this Subscriber Agreement and the User Agreement, Center grants to Subscriber and the Users in its Community a limited, terminable license to access the Product via the Website or other means that Discover Education may set forth from time to time, and to download, stream, and edit the Content in accordance with the terms of this Subscriber Agreement and the User Agreement.

2.3 Transfer Prohibited. These licenses may not be transferred to third parties, nor may Subscriber or any of its Users allow an unauthorized third party to gain access to the Product, the Content or any Log-In Information (as defined in Section 4.3 of this Agreement). It is agreed and understood that Subscriber shall use reasonable means to control its Users, but is not liable otherwise for unauthorized use. Without limiting any other provisions in this Agreement, violation of this Section 2.3 constitutes a breach of this Agreement, and grounds for termination of this Agreement by Discovery Education in accordance with Section 9.1.1 of this Agreement.

3. CONTENT:

3.1 Covered Content. The Content shall comprise, at a minimum 1,500 video titles (at least 15,000 video clips) and a database interface to access the Content. The database interface shall be searchable by grade level, subject area and state standards. During the Term of this Agreement, Users shall be able to stream or download the Content to their desktop or local server.

3.2 Updates. Discovery Education may, in its sole discretion, make improvements or changes to the Product and/or the Content, including but not limited to additional video titles, closed-captioning, new encoding rates or other enhancements including new or updated features and functions (each, an "Update"). Discovery Education will provide Subscriber with Updates at no additional charge, provided that Subscriber participates through the Education Service Center Region 12's Regional Agreement during the Term, and is in compliance with all other provisions of this Agreement and the User Agreement. For the avoidance of doubt, Updates do not include Additional Content (as defined in Section 3.3 of the Regional Agreement).

4. PERMITTED AND PROHIBITED USES:

4.1 Content to be Used for Educational Purposes Only; Restrictions on Use. The Product and the Content may be used for bona fide educational and research purposes only. To the extent reasonably possible, Subscriber shall ensure that the Content is not used in any commercial or for-profit manner (including without limitation as part of any public exhibitions where an admission fee is charged for viewing) without Discovery Education's advance written permission. In no event shall the Product or the Content be used outside of the scope of this Agreement; be used beyond the Term of this Agreement, except as may be specifically permitted in the current version of the User Agreement; or be distributed or disseminated outside of the Community to any party not specifically authorized under this Agreement.

4.2 Volume and Home Use Limitations. Use of the Product by the Community and the Users within the Community are subject to the following limitations:

4.2.1 Limitation on Home Use. Subject to the exceptions set forth in Sections 4.2.2 and 4.2.3 below, Subscriber shall use all reasonable means to ensure no User (including, without limitation, an administrator, educator or Student) will be permitted to use the Product or otherwise access, download or stream the Content other than at a school facility within the Community.

4.2.2 Limited Use by Educators at Home. During the Term, educators shall be permitted to (1) download Content outside of a school facility to a portable medium (e.g., CD, DVD or Zip disk) solely for the purpose of transporting and using such medium in the school facility as permitted by this Agreement and the User Agreement; provided that such Content will not be permanently stored on such User's hard-drive, server or any non-portable media, and (2) access and create Play Lists and/or quizzes on Quiz Center, incorporating a maximum of 15 video clips with respect to each educator at any time, which Play Lists and/or quizzes may be created by such educator either in the school facility or at home but solely for use in the school facility, in accordance with the Agreement and the User Agreement. Discovery Education reserves the right, in its sole discretion, to limit the volume of downloads and streaming to the extent that Discovery Education deems such volume detrimental to system performance or an unreasonably high volume on a daily basis to be inconsistent with educational purposes (e.g., suspicion of commercial distribution). Subscriber agrees to cooperate to the fullest extent possible with the Center and Discovery Education to ensure that its Users comply with the terms of this Subscriber Agreement and the User Agreement.

4.2.3 Use by Students for Assigned Quiz Center and Play List. Outside of a school facility within the Community, Students will only be permitted to access at their homes, solely via streaming, videos included in the educator-created Play List and quizzes created on Quiz Center, to the extent such Play List and quizzes are created by, and such Student is instructed to so access such videos by, an educator employed by the school in which such Student is enrolled, all in accordance with terms of the Agreement and the User Agreement. Discovery Education reserves the right to limit home use by Students of the Product, for example by requiring access by Students through specialized Student versions of the Website (which may, for example, limit Student access to streaming functionality), or by teacher-assigned use of Play List and Quiz Center. Subscriber agrees to cooperate to the fullest extent possible with the Center and Discovery Education to ensure that its Users comply with the terms of this Subscriber Agreement and the User Agreement.

4.3 Log-In Information. Discovery Education will provide Subscriber through the Regional Agreement with valid username(s), password(s), passcode(s) and IP authentication number(s) for the purpose of accessing, or allowing its Users to access, the Product and the Content ("Log-In Information"). All Log-In Information must be kept confidential, and may only be used by Subscriber and/or its Users. The unauthorized use of any Log-In Information shall be deemed a breach of this Agreement, and may constitute a violation of Discovery Education's copyrights. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Product and/or the Content by unauthorized persons. Responsibility for the unauthorized access to or use of the Product and/or the Content through third-party use of the Log-In Information will be attributed to the Subscriber and/or to the User assigned to that Log-In Information, in Discovery Education's or the Center's sole discretion.

4.4 Security. Subscriber and its Users shall not take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Product's control or security systems, nor allow or assist a third party to do so. This prohibition includes but is not limited to hacking, de-compiling, disassembling and reverse-engineering the Website or the Content. Subscriber and its Users shall ensure that all third-party hosts used by Subscriber or its Users for the purpose of hosting the Content shall treat the Content confidentially, and implement and utilize adequate, commercially reasonable and industry-standard security measures to prevent unauthorized

access to the Product and/or the Content. Subscriber agrees to cooperate to the fullest extent possible with the Center and Discovery Education to ensure that its Users comply with the terms of this Subscriber Agreement and the User Agreement.

4.5 Modification or Dissemination of the Content and Website. Subscriber and its Users shall not remove, obscure or alter the Content, or the Website itself, and shall not combine or merge the Content with any other programs or content, except as expressly permitted in the User Agreement. Subscriber agrees that Subscriber and its Users will not sub-license, distribute, rent, lease, transfer or otherwise make available the Content to any party outside of the Community, or make the Content accessible to any party by broadcast or transmission, including without limitation by television, cable, satellite, telephony, wireless, closed-circuit or Internet broadcasting, or use the Content for systematic downloading, service bureau redistribution services, printing for fee-for-service purposes and/or making print or electronic copies for transmission to non-subscribers, except as may be expressly permitted in the User Agreement. For the avoidance of doubt, all provisions of this Agreement and the User Agreement/Terms of Use relating to the Content shall also govern Content that is edited in accordance with the User Agreement.

5. COMMUNICATIONS AND REPORTING.

5.1 Communications. Within a reasonable period of time after execution of this Agreement, the Center and Discovery Education will contact Subscriber to assist with implementation of and training on the Product In consultation with the Center, Discovery Education and the Center will continue to periodically contact Subscriber and/or its Users for customer service purposes, including without limitation by providing Product information (such as Product updates and Content changes) and Product integration ideas. By subscribing to and accessing the Product and the Content, Subscriber and Subscriber's Users consent to receive such communications.

5.2 Reporting. Subscriber shall provide any and all information regarding use of the Product in the Community and by its Users that is reasonably requested by the Center and Discovery Education.

6. USER AGREEMENT.

Subscriber shall comply with, and shall ensure the compliance of its Users with, the User Agreement/Terms of Use, and any amendments that may be made to the User Agreement/Terms of Use by Discovery Education from time to time. Such amendments will become effective when Discovery Education posts an updated User Agreement/Terms of Use on the Website, or when Discovery Education otherwise provides notice to Subscriber and its Users of any amendments. Subscriber and its Users each bear the responsibility for checking the User Agreement/Terms of Use for updates from time to time, and shall be bound by the terms of the User Agreement/Terms of Use posted on the Website at the time of Subscriber's or its Users' access. Any amended User Agreement/Terms of Use shall supercede the previous version of the User Agreement. Failure by Subscriber to comply with and to ensure compliance by its Users shall constitute a breach of this Agreement and permit either the Center of Discovery Education to terminate this Agreement immediately.

7. REPRESENTATIONS AND WARRANTIES.

7.1 By Education Service Center Region 12. Education Service Center Region 12 represents and warrants that: (i) it has full power and authority to enter into this Agreement; and (ii) it has the necessary resources to support Subscriber and its Users in accordance with this Agreement.

7.2 By Subscriber. In addition to the other representations and warranties set forth in this Agreement, Subscriber represents and warrants that: (i) it has full power and authority to enter into this Agreement; (ii) it has the right to permit Discovery Education to encode and host the Content on Subscriber's servers or the servers of Subscriber's

host; (iii) only Subscriber's Users shall access the Product and the Content; (iv) the Product and the Content will at all times be used only as expressly permitted by this Agreement and the User Agreement; and Subscriber shall be responsible for the conduct of Subscriber's Users regarding their compliance with this Agreement.

7.3 By Subscriber and Its Users. By permitting its Users to access the Product and the Content, and without limiting any other provisions in this Agreement, Subscriber agrees to use all reasonable means to ensure that: (i) its Users agree to and will comply with the current User Agreement; (ii) any materials its Users may merge with the Content or any revision that its Users may make to the Content, as permitted by this Agreement and the User Agreement, do not and will not contain any libelous, unlawful or infringing materials or content, and will not infringe upon any party's proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy; (iii) the Product and the Content shall not be modified or altered except as specifically allowed in the User Agreement; (iv) all copyright, trademark and proprietary notices included with, attached to or embedded in the Product or the Content will be maintained without modification, obstruction or deletion, including but not limited to proper attribution to Discovery Education as the owner of the Product and the source of the Content; and (v) all Log-In Information shall be maintained confidentially by Subscriber and its Users. Any violation of either Section 7.2 above or this Section 7.3 shall constitute a breach of this Agreement, and grounds for immediate termination of this Agreement by the Center or Discovery Education in accordance with Section 9 of this Agreement.

8. OWNERSHIP; COPYRIGHTS AND TRADEMARKS; MARKETING.

8.1 Ownership of Content. Subscriber acknowledges that as between Subscriber and its Users on the one hand and Discovery Education on the other hand, ownership in and to the Product and the Content, including but not limited to video, text, still images and audio materials, and all intellectual property or other proprietary rights therein, shall remain with Discovery Education. Without limiting any other legal rights or remedies Discovery Education may have, Subscriber agrees that any and all use of the Content by Subscriber and its Users is governed by and shall be in compliance with United States trademark and copyright laws. Nothing in this Agreement shall be construed to give Subscriber or any of its Users ownership in the Product, the Website or the Content. Subscriber acknowledges that it and its Users have no right to use the Content other than as set forth in this Agreement and in the User Agreement. All rights not expressly granted are reserved to Discovery Education.

8.2 Reporting Infringement. By subscribing to, accessing and/or using the Product, Subscriber and its Users agree to report to Discovery Education and the Center 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 Discovery Education's VP of Product Development at One Discovery Place, Silver Spring, Maryland 20910.

8.3. Injunction. Subscriber acknowledges and agrees that the Product possesses a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of the unauthorized use of the Product or the Content. Subscriber recognizes that the unauthorized or unapproved use of the Product or the Content 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 said unauthorized or unapproved use of the Product or the Content by Subscriber or its Users, in addition to such other legal and equitable rights and remedies as may be available to the Center or Discovery Education, the Center or Discovery Education shall be entitled to injunctive relief, without the necessity of proving damages or furnishing a bond or other security.

8.4. Marketing. If Subscriber wishes to reference the Product or market the Product to its Users, Subscriber must follow the guidelines in the Discovery Education *streaming*TM Graphic Standards Manual, available on the Website or by contacting the Discovery Education Marketing Department at One Discovery Place, Silver Spring, Maryland 20910. In no event shall any Discovery Education marketing or promotional materials be modified or changed in any manner without Discovery Education's prior written approval.

9. TERMINATION/SUSPENSION; EFFECT OF TERMINATION OR EXPIRATION.

9.1 Termination by Discovery Education for Cause. In the event that: (i) Subscriber fails to participate through the Education Service Center Region 12's Regional Agreement; or (ii) Subscriber or any of its Users violate any term of this Agreement or the User Agreement; or (iii) Discovery Education believes in good faith that the conduct of Subscriber or any of its Users violates or may violate applicable law; or (iv) Discovery Education believes in good faith that the conduct of Subscriber or any of its Users is harmful to the interests of Discovery Education or other subscribers or users of the Product (each, an "Event of Default"), and Subscriber does not cure such Event of Default within 10 days after receipt of notice from Discovery Education, Discovery Education may suspend or terminate the offending Subscriber in whole or in part (i.e., with respect to the defaulting Subscriber or User) immediately upon written notice to Subscriber and the Center until the offending Subscriber remedies the situation to the satisfaction of Discovery Education.

9.2 Termination by Center. The Center may terminate this Agreement for any reason upon 30 days' written notice to Subscriber.

9.3 Effect of Expiration or Termination. Upon expiration or prior termination of this Agreement pursuant to Section 9.1 or 9.2 above, excepting any continuing uses permitted by the User Agreement: (i) all rights granted herein shall terminate and revert to Discovery Education; (ii) all content must be erased or deleted from any storage devices including but not limited to servers, hard drives, CDs or Zip disks; and (iii) all access to and use of the Product, the Website and the Content must cease. Subscriber must immediately notify all its Users of the expiration or prior termination of this Agreement, and Subscriber shall use reasonable means to ensure that all Users remove, delete and/or destroy all Content except as may be specifically allowed in the User Agreement. Upon termination of this Agreement pursuant to Section 9.1 above, all of the foregoing shall apply, and in addition, any continuing uses permitted by the User Agreement/Terms of Use shall be inapplicable. In no event shall any ownership rights in or to the Product, the Website or the Content be transferred to the Subscriber or its Users. All benefits in and to the Product, the Website and the Content shall inure to Discovery Education.

9.4 Fees. Upon termination of this Agreement pursuant to Section 9.1 above, the Center shall not be obligated to refund any previously paid Fees to the Center by Subscriber. Upon termination of this Agreement pursuant to Section 9.2 above, the Center shall refund to Subscriber the portion of the Fees paid by the Center for which Subscriber did not receive the benefit of the licenses granted in this Agreement. Refunds to Subscriber from the Center will be the responsibility of the Center.

10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1 OF THIS AGREEMENT, THE PRODUCT 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 THIS AGREEMENT, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY EDUCATION AND THE CENTER DO NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE PRODUCT OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CENTER OR DISCOVERY EDUCATION OR THEIR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF EITHER PARTY'S OBLIGATIONS HEREUNDER, AND OTHER THAN WITH RESPECT TO SUBSCRIBER'S PAYMENT, INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS, LIABILITY FOR ALL CLAIMS ARISING HEREUNDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY SUBSCRIBER TO DISCOVERY EDUCATION OR THE CENTER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL DISCOVERY EDUCATION OR THE CENTER 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. MISCELLANEOUS.

11.1 Independent Contractors.

11.1.1 No Partnership. Nothing contained in this Agreement shall create any partnership or joint venture between the parties. Neither party may make binding commitments on the part of the other, except as otherwise specifically agreed hereunder. With the exception of Subscriber's Users and Discovery Education, this Agreement is not for the benefit of any third party not a signatory hereto and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

11.1.2 Subscriber's Control Over Employees. As an independent contractor, Subscriber shall have the entire responsibility to discharge all the obligations of employer with respect to its employees under this Agreement and any and all applicable laws, rules or regulations, including, but not limited to, those relating to taxes, unemployment insurance, social security and workers' compensation.

11.2 Entirety. This Agreement and the User Agreement/Terms of Use contain the entire understanding and supersede all prior understandings between the parties relating to the subject matter herein, and cannot be changed except in a writing executed by both parties, except that the User Agreement/Terms of Use may be amended by Discovery Education in its sole discretion according to the provisions of Section 6 of this Agreement, and such amendments shall be deemed a part of this Agreement.

11.3 Assignment. Neither Subscriber nor its Users shall license, sub-license, assign or otherwise convey any rights or obligations under this Agreement to any other party without Discovery Education's prior written approval. Any sale or transfer of the ownership interest in, outstanding voting stock of or control of Subscriber, or the merger of Subscriber into or with any third party, shall be deemed an assignment for purposes of this Section 12.3. Any attempted assignment in violation of this Section 12.3 shall be deemed null and void. Discovery Education may freely assign this Agreement in whole or in part.

11.4 Confidentiality. Except as provided by the Texas Public Information Act, all provisions hereof ("Confidential Information") shall be kept strictly confidential by the parties and may not be disclosed without prior written consent (except that each party may disclose such matters, to the extent reasonably necessary, to its attorneys, auditors, consultants, shareholders, third-party profit participants and other fiduciaries, provided such fiduciaries are made aware of the confidentiality obligation imposed by this sub-paragraph, and further provided each party shall be held liable for any breach of this sub-paragraph by its fiduciaries). In the event that Subscriber receives a request for disclosure of Confidential Information under the Texas Public Information Act applicable to Subscriber under state law, or under any other applicable law, (as applicable, the "Acts") Subscriber shall notify Discovery Education of such request, and Subscriber shall promptly forward a copy of such request to Discovery Education, such delivery to be effected by facsimile or next-day express delivery only, to the attention of Steven Sidel, Executive Vice President. Discovery Education may, upon receipt of any such request for disclosure of Confidential Information, use its best efforts to contest the disclosure of Confidential Information under all exceptions and/or exemptions, if any, that are applicable to such Confidential Information under the Acts.

11.5 Force Majeure. If either party is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond its reasonable control ("Event of Force Majeure"), failure to perform shall not be deemed a breach of or default under this Agreement, and neither party shall be liable to the other therefore. If an Event of Force Majeure continues for more than a reasonable period of time, Discovery Education shall have the right in its sole but reasonable discretion to terminate this Agreement without further liability to Subscriber.

11.6 Law. Notwithstanding anything to the contrary herein or in the User Agreement, this Agreement shall be construed and enforced under the laws of the State of Texas, USA without reference to the choice of law principles thereof. Subscriber hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Texas and in the county Tarrant. The parties waive any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum.

11.7 Severability. If any provision herein is unenforceable then such provision shall be of no effect on any other provision hereof.

11.8 Waiver. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

11.9 Remedies. Rights and remedies granted hereunder are cumulative. The exercise of one shall not diminish or affect any other rights or remedies at law or in equity. Subscriber's sole remedy under this Agreement shall be an action at law for damages; Subscriber shall not be entitled to equitable relief.

11.10 Surviving Obligations. Each party's representations, warranties, indemnities and confidentiality obligations and the provisions regarding ownership of intellectual property shall survive the expiration or prior termination of this Agreement.

11.11 Subscriber's Evaluation of Agreement. Subscriber agrees and acknowledges that it has not been induced to enter into this Agreement by any statements made by Discovery Education, that Subscriber has independently evaluated its business and its ability to utilize this Agreement in its business and to achieve the goals set by Subscriber for its business, and that neither the Center nor Discovery Education are responsible or liable to Subscriber for any failure of Subscriber to exploit this Agreement in accordance with Subscriber's own expectations.

11.12 Controlling Language. Subscriber and Center agree that this Agreement has been written in the English language by consent of the parties hereto, and all provisions of the Agreement shall be construed and interpreted in the English language as commonly used in the United States of America.

11.13 Notice. Notices shall be in writing and delivered by personal delivery; first class certified or registered mail, return receipt requested; U.S. Express mail; or an express overnight service (such as Federal Express); or facsimile (with confirmation), addressed as set forth in the Fee Schedule or such other address designated by a party in writing. Notice shall be deemed to have been given when actually received.

11.14 Counterparts. This Agreement may be executed in one or more separate counterparts, each of which, when so executed shall, together, constitute and be one and the same instrument. A signed counterpart by facsimile shall be deemed an original.

11.15 Subscriber Exempt from Taxation. Subscriber hereby certifies that Subscriber is exempt from all federal, state, and local taxes.

11.16 The Parties acknowledge that Discovery Education is an express third party beneficiary to this Agreement and has the right to enforce its rights and the rights of the Center contained herein. Notwithstanding anything herein to the contrary, Subscriber shall have no recourse against Discovery Education as a result of this Agreement.

DISCOVERY EDUCATION *STREAMING*TM SUBSCRIBER AGREEMENT

By their execution below, the parties hereto have agreed to all the terms and conditions of this Agreement.

ACCEPTED AND AGREED TO:

(District/Charter School/NonPublic School)

Education Service Center Region 12

(Regional Service Center)

(Signature)

(Signature)

(Printed Name)

Dr. Jerry Maze

(Printed Name)

(Title)

Executive Director

(Title)

(Date)

(Date)

#332091.1

EXHIBIT B

Discovery Education *streaming*TM User Agreement/Terms of Use

PLEASE READ CAREFULLY BEFORE USING THE DISCOVERY EDUCATION WEBSITE. BY ACCESSING AND USING THE 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 an agreement (the "Subscriber Agreement") between Discovery Education, Inc. ("Discovery Education"), or its authorized distributor, and the subscribing entity ("Subscriber"), for a subscription to Discovery Education *streaming*TM, Discovery Education has granted to Subscriber, and the authorized educators, administrators and students under the Subscriber Agreement (or, as otherwise defined in the Subscriber Agreement, the "Users"), for the term of the applicable Subscriber Agreement, a limited, non-exclusive, terminable, non-transferable license to access the Discovery EducationTM streaming website (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 Subscriber 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 Subscriber 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 Subscriber 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.

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, Discovery Education must approve the use of such host in advance and in writing, and Discovery Education shall have the right to approve the terms of agreement between such host and Subscriber. 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 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, and passcode 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 that Discovery Education shall have the right to use any such content, materials, and/or information in any manner, format, or media now known or hereafter devised, worldwide, in perpetuity, an unlimited number of times, without compensation or attribution. All content, materials, and/or information contributed by Users may not contain any libelous or unlawful materials or content, 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.

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 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 supercede all previous versions.

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

In the event that Subscriber breaches any term of the Subscriber 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 Subscriber 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 cureable.

Upon expiration or prior termination of the Subscriber 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; and all storage devices provided by Discovery Education, including without limitation the servers and drives provided in connection with the Local Host support option, must be immediately returned to Discovery Education at its business address.

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 THIS AGREEMENT, 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.

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 §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 §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 Subscriber 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 Subscriber 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.

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 Subscriber 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.

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.