

DISCOVERY EDUCATION SUBSCRIBER AGREEMENT 2021-2022 TERMS AND CONDITIONS

This Subscriber Agreement (the “Agreement”), dated as of **September 1, 2021** (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 _____ (District/School Address).

WHEREAS, Discovery Education, Inc. (“Discovery Education”) is the owner of the products currently known as **Discovery Education Experience (DEX)** (the “Product”), a subscription K-12 Learning Platform that provides multimedia resources (educational video, text, high definition and high quality images including primary source, audio materials), teacher’s guides and pre-made lesson plans, encyclopedia articles, an Interactive World Atlas, STEM Resources, Builder Tools, a classroom manager for importing and managing classes, professional development, Virtual field trips around the world, and instructional strategies for all K-12 classrooms to members of the educational industry through streaming and downloadable technology delivered via a password-protected Internet site or a secured Intranet site. Subscribers to the Discovery Education Experience service receive all of the Experience Service benefits PLUS the Discovery Education Coding program. Districts purchasing Experience for all campuses also receive Mystery Science for free.

WHEREAS, Discovery Education has entered into a Regional Agreement with Center to permit Center to distribute and license the Discovery Education Experience Products 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 Products 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 K-12 Learning Platform materials including search pages, indexes, databases, individual blackline masters, teachers’ guide pages, online help, digital content including video, text, images, audio materials, instructional strategies, curriculum resources and all other content hosted on the Website or otherwise offered in connection with the Products.

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

1.3 **My Content**: A feature of the Products that enable an educator that is a User within the Community to bookmark a finite number of titles of online materials available through the Products for streaming, download, or incorporation in an instructional resource or student assignment for use within the Community.

1.4 **Builder Tools**: A feature of the Products that enable educators to create instructional content presentations, student assignments and assessments that incorporate online digital materials available through the Products, and enables Students to access such assignments and assessments.

1.5 **Instructional Strategies**: Research-based strategies, known as Spotlight on Strategies, for integrating Discovery Education digital curriculum resources in meaningful, effective, and practical ways. All strategies include videos for both teachers and students that demonstrate how to internalize and use them in the classroom and on their own.

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

1.7 Term: The Term shall be from the Effective Date through 8/31/2022 (the “Expiration Date”), unless earlier terminated in accordance with the provisions contained herein.

1.8 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.

1.9 User Agreement: The current [Discovery Education Subscription Services Terms of Use/User Agreement](#) is posted on the Discovery Education Website but may be amended from time to time by Discovery Education in its sole discretion as provided in Section 6 of this Agreement.

1.10 Website: The website currently located at <http://www.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 Discovery Education Subscription Services Terms of Use/User Agreement, Center grants to Subscriber the right to provide the Products 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 Products via the Website or other means that Discovery 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 Products, 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 150,000 multimedia resources 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 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 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.

4. PERMITTED AND PROHIBITED USES:

4.1 Content to be Used for Educational Purposes Only; Restrictions on Use. The Products 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 Products 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 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 Products 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 Products and/or the Content by unauthorized persons. Responsibility for the unauthorized access to or use of the Products 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.

4.3 Security. Subscriber and its Users shall not take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Products' 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 Products 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 Discovery Education Subscription Services Terms of Use/User Agreement.

4.4 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 Discovery Education Subscription Services Terms of Use/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 Discovery Education Subscription Services Terms of Use/User Agreement. For the avoidance of doubt, all provisions of this Agreement and the Discovery Education Subscription Services Terms of Use/User Agreement relating to the Content shall also govern Content that is edited in accordance with the Discovery Education Subscription Services Terms of Use/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 Products. 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 Products information (such as Products updates and Content changes) and Products integration ideas. By subscribing to and accessing the Products 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 Products in the Community and by its Users that is reasonably requested by the Center and Discovery Education.

6. DISCOVERY EDUCATION SUBSCRIPTION SERVICES TERMS OF USE/USER AGREEMENT.

Subscriber shall comply with, and shall ensure the compliance of its Users with, the Discovery Education Subscription Services Terms of Use/User Agreement, and any amendments that may be made to the Discovery Education Subscription Services Terms of Use/User Agreement by Discovery Education from time to time. Such amendments will become effective when Discovery Education posts an updated Discovery Education Subscription Services Terms of Use/User Agreement 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 Discovery Education Subscription Services Terms of Use/User Agreement for updates from time to time, and shall be bound by the terms of the Discovery Education Subscription Services Terms of Use/User Agreement posted on the Website at the time of Subscriber's or its Users' access. Any amended Discovery Education Subscription Services Terms of Use/User Agreement shall supersede 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 or 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 Products and the Content; (iv) the Products and the Content will at all times be used only as expressly permitted by this Agreement and the User Agreement/Terms of Service; 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 Products 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/Terms of Service; (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/Terms of Service, 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 Products and the Content shall not be modified or altered except as specifically allowed in the User Agreement/Terms of Service; (iv) all copyright, trademark and proprietary notices included with, attached to or embedded in the Products 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 Products 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 Products 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 Products, 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 Products, 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 Products Development at 4350 Congress Street, Suite 700, Charlotte, NC 28209.

8.3. Injunction. Subscriber acknowledges and agrees that the Products 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 Products or the Content. Subscriber recognizes that the unauthorized or unapproved use of the Products 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 Products 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 Products or market the Products to its Users, Subscriber must follow the guidelines in the Discovery Education Graphic Standards Manual, available on the Website or by contacting the Discovery Education Marketing Department at 4350 Congress Street, Suite 700, Charlotte, NC 28209. 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 Products (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, external disks, cloud storage; and (iii) all access to and use of the Products, 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 Discovery Education Subscription Services Terms of Use/User Agreement shall be inapplicable. In no event shall any ownership rights in or to the Products, the Website or the Content be transferred to the Subscriber or its Users. All benefits in and to the Products, 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 PRODUCTS 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 PRODUCTS 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 Discovery Education Subscription Services Terms of Use/User Agreement 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 Discovery Education Subscription Services Terms of Use/User Agreement 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

11.3. 1 Any attempted assignment in violation of this Section 11.3 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 fax or next-day express delivery only, to the attention of the Discovery Education 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/Terms of Service, 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 SUBSCRIBER AGREEMENT 2021-2022

SIGNATURE PAGE

By their execution below, the parties hereto have agreed to all the terms and conditions of this Discovery Education Subscriber Agreement 2021-2022.

As stated in this Agreement, the Subscriber shall comply with, and shall ensure the compliance of its Users with, the [Discovery Education Experience Subscription Services Terms of Use/User Agreement](#) posted on the Discovery Education Website, and any amendments that may be made to this User Agreement by Discovery Education from time to time.

ACCEPTED AND AGREED TO:

(District/Charter School/Non Public School)

Education Service Center Region 12
(Regional Service Center)

(Signature)

(Signature)

(Printed Name)

Dr. Jerry Maze
(Printed Name)

(Title)

Executive Director
(Title)

(Date)

(Date)