Subscriber Agreement ("Agreement")
made 04/28/2014 between Discovery Education, Inc. ("Discovery") and
SAN LEANDRO UNIFIED SCH DIST, CA ("Subscriber")

1. Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, 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 Discovery Education *streaming* via the website currently at http://streaming.discoveryeducation.com, or by any other means on which the parties may agree, and to use Discovery Education *streaming* as set forth in the Terms of Use located at http://www.discoveryeducation.com/aboutus/terms-of-use/streaming.cfm, as Discovery may revise such Terms of Use from time to time (the Discovery Education *streaming* "Terms of Use").

2. The "Term" shall be 06/01/2014 through and including 06/30/2015.

3. The pricing for this license (the "Fees") shall be as follows:

Discovery Education *streaming* PLUS – 06/01/2014 to 06/30/2014

Quantity	Description	Price/Year	Prorated Price	Total
1	Discovery Education *streaming* Plus HS License	$3,150.00	$262.50	$262.50
1	Discovery Education *streaming* Plus HS License - LE*	$1,550.00	$129.17	$129.17
10	Discovery Education *streaming* Plus K-8 License	$2,600.00	$216.67	$2,166.70
			Total	**$2,558.37**

Discovery Education *streaming* PLUS – 07/01/2014 to 06/30/2015

Quantity	Description	Price/Year	Prorated Price	Total
1	Discovery Education *streaming* Plus HS License	$3,150.00	n/a	$3,150.00
1	Discovery Education *streaming* Plus HS License - LE*	$1,550.00	n/a	$1,550.00
10	Discovery Education *streaming* Plus K-8 License	$2,600.00	n/a	$26,000.00
			Total	**$30,700.00**

Grand Total	**$33,258.37**

*LE means enrollment of less than 200 students

4. The Fees are non-cancellable and are due and payable to Discovery within 30 days of receipt of invoice.

5. Subscriber may add schools in the district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a “School Notice,” and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

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 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 Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber 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 otherwise submit or upload information, Subscriber represents and warrants that Subscriber 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, Subscriber 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 Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights and 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 standard terms of use and privacy policy.

8. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber 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 Subscriber 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 Subscriber.

9. Subscriber certifies that Subscriber 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 Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

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10. 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 Subscriber 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.

SAN LEANDRO UNIFIED SCH DIST	DISCOVERY EDUCATION, INC.
By: _____ (Signature Required)	By: _____
Title: _____	Title: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-662-8741

Billing Entity: _____

Billing Entity Address: _____

_____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C001RHA

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EXHIBIT A
LICENSED SCHOOLS

DISCOVERY EDUCATION SCHOOL INFORMATION REQUIRED				PLEASE SELECT THE UPGRADE OPTION(S) BY CHECKING THE PRODUCTS THAT APPLY FOR EACH LICENSED SCHOOL
SCHOOL NAME	**ADDRESS**	**GRADE LEVELS**	**NO. OF STUDENTS**	**PLUS**
BANCROFT MIDDLE SCHOOL	1150 BANCROFT AVE, SAN LEANDRO, CA 94577	06 - 08	1,045	X
JAMES GARFIELD ELEM SCHOOL	13050 AURORA DR, SAN LEANDRO, CA 94577	K - 05	380	X
JAMES MADISON ELEMENTARY SCH	14751 JUNIPER ST, SAN LEANDRO, CA 94579	K - 05	383	X
JAMES MONROE ELEMENTARY SCHOOL	3750 MONTEREY BLVD, SAN LEANDRO, CA 94578	K - 05	358	X
JOHN MUIR MIDDLE SCHOOL	1444 WILLIAMS ST, SAN LEANDRO, CA 94577	06 - 08	1,089	X
LINCOLN HIGH SCHOOL	2600 TEAGARDEN ST, SAN LEANDRO, CA 94577	09 - 12	51	X
MCKINLEY ELEMENTARY SCHOOL	2150 E 14TH ST, SAN LEANDRO, CA 94577	K - 05	460	X
ROOSEVELT ELEMENTARY SCHOOL	951 DOWLING BLVD, SAN LEANDRO, CA 94577	K - 05	464	X
SAN LEANDRO HIGH SCHOOL	2200 BANCROFT AVE, SAN LEANDRO, CA 94577	09 - 12	2,545	X
THOMAS JEFFERSON ELEM SCHOOL	14300 BANCROFT AVE, SAN LEANDRO, CA 94578	K - 05	516	X
WASHINGTON ELEMENTARY SCHOOL	250 DUTTON AVE, SAN LEANDRO, CA 94577	K - 05	360	X
WOODROW WILSON ELEM SCHOOL	1300 WILLIAMS ST, SAN LEANDRO, CA 94577	K - 05	793	X

Please add additional pages as necessary

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