



**Subscriber Agreement ("Agreement")
made 12/06/2014 between Discovery Education, Inc. ("Discovery") and
NORTON HIGH SCHOOL, OH ("Subscriber")**

1. In connection with and subject to a valid license granted by Discovery to Subscriber and its Users (and/or sublicense, as the case may be) pursuant to which Subscriber and its Users access Discovery Education Streaming, (such license, the "Subscriber License"), Discovery shall provide a limited, non-exclusive, terminable, non-transferable trial license to access the Discovery Education Streaming Plus Package.

In addition, Discovery grants to Subscriber and its Users a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Science via the website currently at <http://science.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education Science as set forth in the Terms of Use located at <http://www.discoveryeducation.com/aboutus/terms-of-use/science.cfm>, as Discovery may revise such Terms of Use from time to time (the "Discovery Education Science Terms of Use")

In connection with these licenses, Discovery shall provide the professional development services listed below to Subscriber.

2. The "Term" shall be 12/06/2013 through and including 09/30/2014.
3. The pricing for these licenses and professional development (the "Fees") shall be as follows:

Quantity	Description	Prorated Price/Year	Discounted Price	Total
Discovery Education Digital Curriculum Services				
1	Discovery Education Streaming Plus Package License	\$833.33	\$0.00	\$0.00
1	Discovery Education Science K-8 License	\$1,662.50	\$0.00	\$0.00
Discovery Education Professional Development				
1	Full Day Professional Development (One 6-Hour Session for up to 25 participants)	\$2,500.00	\$0.00	\$0.00
			Total	\$0.00

4. The parties acknowledge that the fees associated with the Discovery Education Streaming Plus Package and Discovery Education Science licenses and the professional development services set forth above are being paid by CDW-G in connection with the "Win a Wireless Lab" prize package.
5. The date, time and place of the professional development services shall be mutually agreed to by the parties. Any content provided by Discovery during the Professional Development, in any format ("the Content"), is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the Content by using the Content.
6. All other terms and conditions governing these license shall be as set forth in the applicable Terms of Use, and this Agreement, together with each applicable 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 applicable 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 (i) in compliance with 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 other applicable laws, regulations and statutes and (ii) and 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. 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.

NORTON HIGH SCHOOL

DISCOVERY EDUCATION, INC.

By: _____
(Signature Required)

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Ref. No. O6UJ9C001NRC