



**Subscriber Agreement ("Agreement")  
made 06/20/2016 between Discovery Education, Inc. ("Discovery") and  
SANTA ROSA CO SCHOOL DISTRICT, FL ("Subscriber")**

- 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 Subscription Services Terms of Use located at [http://www.discoveryeducation.com/aboutus/terms\\_of\\_use.cfm](http://www.discoveryeducation.com/aboutus/terms_of_use.cfm), as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").

In addition, if Subscriber chooses below to add the Discovery Education Science, Discovery grants to Subscriber and Users in the Community 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 Subscription Services Terms of Use located at [http://www.discoveryeducation.com/aboutus/terms\\_of\\_use.cfm](http://www.discoveryeducation.com/aboutus/terms_of_use.cfm), as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").

- The "Term" shall be 07/01/2016 through and including 06/30/2017.
- The pricing for this license (the "Fees") shall be as follows (select as applicable):

**Discovery Education Streaming PLUS**

Number of Schools	Service Description	Price per Year	Discounted Price per Year	Total
7	Discovery Education Streaming Plus HS License	\$3,150.00	\$2,790.00	\$19,530.00
1	Discovery Education Streaming Plus HS License – LE*	\$1,550.00	n/a	\$1,550.00
23	Discovery Education Streaming Plus K-8 License	\$2,600.00	\$2,340.00	\$53,820.00
<b>Total</b>				<b>\$74,900.00</b>

**Discovery Education Science**

Number of Schools	Service Description	Price per Year	Discounted Price per Year	Total
24	Discovery Education Science K-8 License	\$1,995.00	\$1,736.00	\$41,664.00
<b>Total</b>				<b>\$41,664.00</b>

**Grand Total     \$116,564.00**

\*LE means enrollment of less than 200 students

- The Fees are non-cancellable and are due and payable no later than 30 days of receipt of invoice.
- 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 (all such data is generally limited to the following: school name, first name, last name, grade level), 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 & 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.
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.

SANTA ROSA CO SCHOOL DISTRICT

DISCOVERY EDUCATION, INC.

By: \_\_\_\_\_  
(Signature Required)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT**

Billing Entity: \_\_\_\_\_

Billing Entity Address: \_\_\_\_\_

\_\_\_\_\_

Billing Entity Phone Number: \_\_\_\_\_

**Ref. No. O6UJ9C00261W**

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**EXHIBIT A  
LICENSED SCHOOLS**

**DISCOVERY EDUCATION SCHOOL INFORMATION REQUIRED**

SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	PLUS	SCIENCE
AVALON MIDDLE SCHOOL	5445 KING ARTHURS WAY, MILTON, FL 32583	06 - 08	700	X	X
BAGDAD ELEMENTARY SCHOOL	FORSYTHE ST, BAGDAD, FL 32530	K - 05	360	X	X
BENNETT C RUSSELL ELEM SCH	3740 EXCALIBUR WAY, MILTON, FL 32583	K - 05	826	X	X
BERRYHILL ELEMENTARY SCHOOL	4900 BERRYHILL RD, MILTON, FL 32570	K - 05	842	X	X
CENTRAL HIGH SCHOOL	6180 CENTRAL ROAD, MILTON, FL 32570	K - 12	280	X	
CHUMUCKLA ELEMENTARY SCHOOL	2312 HIGHWAY 182, JAY, FL 32565	PK - 06	267	X	X
EAST MILTON ELEMENTARY SCH	5156 WARD BASIN RD, MILTON, FL 32583	K - 05	711	X	X
GULF BREEZE ELEMENTARY SCHOOL	549 GULF BREEZE PKWY, GULF BREEZE, FL 32561	K - 05	706	X	X
GULF BREEZE HIGH SCHOOL	549 GULF BREEZE PKWY, GULF BREEZE, FL 32561	09 - 12	1,575	X	
GULF BREEZE MIDDLE SCHOOL	549 GULF BREEZE PKWY, GULF BREEZE, FL 32561	06 - 08	876	X	X
HOLLEY-NAVARRE INTERM SCH	1936 NAVARRE SCHOOL RD, NAVARRE, FL 32566	03 - 05	780	X	X
HOLLEY-NAVARRE MIDDLE SCHOOL	1976 WILLIAMS CREEK DR, NAVARRE, FL 32566	06 - 08	716	X	X
HOLLEY-NAVARRE PRIMARY SCHOOL	8019 ESCOLA ST, NAVARRE, FL 32566	PK - 02	879	X	X
JAY ELEMENTARY SCHOOL	13863 ALABAMA ST, JAY, FL 32565	PK - 06	570	X	X
JAY HIGH SCHOOL	13863 ALABAMA ST, JAY, FL 32565	07 - 12	490	X	X
LOCKLIN TECH CENTER	5330 BERRYHILL RD, MILTON, FL 32570	09 - 12	380	X	
MARTIN L KING MIDDLE SCHOOL	5928 STEWART ST, MILTON, FL 32570	06 - 08	613	X	X
MILTON HIGH SCHOOL	5445 STEWART ST, MILTON, FL 32570	09 - 12	1,950	X	
NAVARRE HIGH SCHOOL	8600 HIGH SCHOOL BLVD, NAVARRE, FL 32566	09 - 12	1,900	X	
ORIOLE BEACH ELEMENTARY SCHOOL	1260 ORIOLE BEACH RD, GULF BREEZE, FL 32563	K - 05	787	X	X
PACE HIGH SCHOOL	4065 NORRIS RD, MILTON, FL 32571	09 - 12	1,916	X	
PEA RIDGE ELEMENTARY SCHOOL	4775 SCHOOL LN, MILTON, FL 32571	K - 05	948	X	X
R HOBBS MIDDLE SCHOOL	5317 GLOVER LN, MILTON, FL 32570	06 - 08	718	X	X
SANTA ROSA ADULT SCHOOL	5330 BERRYHILL RD, MILTON, FL 32570	09 - 12	141	X	
S S DIXON INTERMEDIATE SCHOOL	5540 EDUCATION DR, MILTON, FL 32571	03 - 05	798	X	X

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S S DIXON PRIMARY SCHOOL	4585 S S DIXON ST, MILTON, FL 32571	K - 02	700	X	X
THOMAS SIMS MIDDLE SCHOOL	5500 EDUCATION DR, MILTON, FL 32571	06 - 08	894	X	X
WEST NAVARRE INTERM SCHOOL	1970 COTTON BAY LN, NAVARRE, FL 32566	03 - 05	783	X	X
WEST NAVARRE PRIMARY SCHOOL	1955 LOWE RD, NAVARRE, FL 32566	K - 02	796	X	X
W H RHODES ELEMENTARY SCHOOL	5563 BYROM ST, MILTON, FL 32570	K - 05	1,000	X	X
WOODLAWN BEACH MIDDLE SCHOOL	1500 WOODLAWN WAY, GULF BREEZE, FL 32563	06 - 08	891	X	x

Please add additional pages as necessary

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