



**Techbook Purchase Agreement ("Agreement")  
 made 07/12/2013 between Discovery Education, Inc. ("Discovery") and  
 ST JOHN REGIONAL CATHOLIC SCH, MD ("Customer")**

1. Subject to the terms and conditions of this Agreement, Discovery grants to Customer, and the teachers 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 the digital textbook platform known as Discovery Education Social Studies Techbook ("Techbook") via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Techbook 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 "Techbook Terms of Use").
2. The "Term" shall be 08/12/2013 through and including 08/11/2019.
3. The pricing for this license (the "Fees") shall be as follows:

**Discovery Education Social Studies Techbook**

Quantity	Description	Price Per Techbook	No. of Students	Total
<b>Discovery Education Social Studies Techbook</b>				
1	Discovery Education Social Studies Techbook – US History	\$48.00	56	\$2,784.00
1	Discovery Education Social Studies Techbook – World Geography and Cultures	\$48.00	56	\$2,640.00
1	Discovery Education US History Teacher Guide	\$0.00	n/a	\$0.00
1	Discovery Education World Geography and Cultures Teacher Guide	\$0.00	n/a	\$0.00
<b>Discovery Education Professional Development</b>				
2	On-Line Professional Development (Three-Hour Series)	\$0.00	n/a	\$0.00
<b>Total</b>				<b>\$5,424.00</b>

4. The Fees are non-cancellable and are due and payable no later than 30 days after receipt of invoice.
5. The professional development shall take place on such date(s), time(s) and place(s) to be mutually agreed to by the parties.
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 Federal 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 Customer, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Customer 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 Customer 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 Customer.
- 9. Customer certifies that Customer 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 Customer is not exempt from certain of such taxes, Customer 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 Customer 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.

ST JOHN REGIONAL CATHOLIC SCH

By: Karen Smith  
(Signature Required)

Title: Principal

Printed Name: Karen Smith

Date: 7-12-13

DISCOVERY EDUCATION, INC.

DocuSigned by:  
By: Joan Kelly-Smith

Title: SVP - Compliance and Operations

Printed Name: Joan Kelly-Smith

Date: 7/16/2013

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

Billing Entity: St. John Regional Catholic School

Billing Entity Address: 8714 Opasuntown Pike  
Frederick MD 21702

Billing Entity Phone Number: 301-662-6722

Ref. No. O6UJ9C001M7Q



**EXHIBIT A  
LICENSED SCHOOLS**

<b>SCHOOL NAME</b>	<b>ADDRESS</b>	<b>U.S. HISTORY STUDENTS</b>	<b>WORLD GEOGRAPHY AND CULTURES STUDENTS</b>
ST JOHN REGIONAL CATHOLIC SCH	8414 OPOSSUMTOWN PIKE, FREDERICK, MD 21702-2408	58	55
<b>TOTAL</b>		<b>58</b>	<b>55</b>