



Discovery Education Distribution Agreement (the "Agreement") between Discovery Education, Inc. ("Discovery") and the BOCES ("Distributor")

Region: <u>Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES</u> Address: _____ Signature: <u><i>Michele A. Traynor</i></u> Name: <u>Michele A. Traynor</u> Title: <u>Assistant Superintendent for Business</u> Date: <u>March 25, 2022</u>	DISCOVERY EDUCATION, INC. 4350 Congress Street, El Charlotte, NC 28209 Signature: <u><i>Travis Barris</i></u> Name: <u>Travis Barris</u> Title: <u>Head of Global Operations</u> Date: <u>March 16, 2022</u>
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- Subject to the terms and conditions of this Agreement, Discovery grants to Distributor the limited, non-exclusive, non-transferable right and license, during the Term (as defined below), to market and sublicense up to three (3) year subscriptions to the Discovery Education Services ("DE Services" as described below) to public schools located in the BOCES' service area within the State of New York (the "Territory"). For the sake of clarity, no subscription shall extend beyond the Term of this Agreement. "DE Services" means, collectively, the Discovery Education Services and Pricing listed in Exhibit A of this agreement.
- The subscribing schools and school districts (the "Subscribers") within the Territory, and the educators, administrators, and students (except students in the case of the Discovery product known as "Mystery Science") thereof enrolled in the school(s) (collectively, "Users") shall have access during the Term to those DE Services in Exhibit A to which Subscriber has purchased a subscription (together, Subscriber's "Subscription Package"). The Distributor and each Subscriber shall agree to and comply with Discovery Education Inc.'s Standard Terms of Service and License, located at <https://www.discoveryeducation.com/terms-and-conditions/> ("Standard Terms"). Distributor shall ensure that Subscribers and Users agree to and comply with the Standard Terms, as applicable.
- Term:** July 1st, 2022 through and including June 30th, 2025 (the "Term").
- Fees:** The Distributor shall pay Discovery the Fees according to the Subscription Package the Subscriber orders. The Fees shall be calculated on a per-school basis as set forth in Exhibit A (the "Fees").
- Purchase, Rate, and Downgrade Terms:** Public schools in the Territory or school districts may lock in certain pricing listed in the Services and Pricing section pursuant to the following dates. If a BOCES purchases a product on behalf of a school or district in the period beginning July 1, 2022 and ending June 30, 2023, then that school or district can lock in the 2022-2023 rates for that product until June 30, 2025. If a BOCES purchases a product on behalf of a school or district in the period beginning July 1, 2023 and ending June 30, 2024, then that school or district can lock in the 2023-2024 rates for that product until June 30, 2025. New Subscribers shall only have the option of purchasing Discovery Education Experience (DE.X) or Discovery Education Experience Bundle. Discovery Education Streaming (DES) can only be renewed by current DES Subscribers who possess a valid license during the 2021-22 school year. All pricing beginning July 1, 2022 through June 30, 2025 will be at the discretion of Discovery Education.
- Payment of Fees:** The Distributor shall pay the Fees within 30 days of Distributor's receipt of Discovery's invoice. The Distributor will have the right to charge each subscribing school in its Territory a fee for the Subscription Package. While the Distributor has the primary responsibility to pay Discovery the Fees, if the Distributor fails to pay Discovery within 30 days of receipt of Discovery's invoice, the Subscriber shall be liable and responsible for paying the Fees. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. Discovery reserves to take all actions allowed under law to recover such fees including bringing suit against the Distributor and/or the Subscriber to recover the Fees. In the event Discovery shall prevail in any such action, Discovery shall be entitled to recover its legal fees and costs.



8. **Adding Schools:** Distributor may add schools within its Territory 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 or email). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. The term of the license for additional schools will be from the date they are added until the earlier of twelve (12) months later or June 30, 2025, the end of the Term. Fees for additional schools will be prorated based upon the number of months in the term of the License for such additional schools. The Fees for the additional schools shall be due and payable to Discovery no later than thirty (30) days after the commencement date. The Fees for any Renewal Term shall be at Discovery's then current, applicable rates, as provided by Discovery and in accordance with applicable law.

9. **Entire Agreement:** This Agreement and its exhibits, together with the Standard Terms and any BOCES specific terms attached to this Agreement and signed by Discovery, constitute the complete and exclusive terms 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 (except in the case of adding or deleting DE Services as described in Section 9 above). In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms of this Agreement or the Standard Terms applicable to any DE Service. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then current Standard Terms, the terms of this Agreement shall control.

Please sign Exhibit B along with the signed Order Form.

EXHIBIT A**Discovery Education BOCES Services and Pricing**

The Fees payable by Distributor to Discovery for each school's subscription Package shall be calculated on a per-school basis as set forth below:

Service	Discovery List Rates	22 - 23 BOCES	23 - 24 BOCES	24 - 25 BOCES
DE streaming K-8	N/A	\$1,550	\$1,650	N/A
DE streaming K-12 or 9-12	N/A	\$1,935	\$1,985	N/A
Per Student Option (only available for district-wide purchase)	N/A	\$3.10	\$3.30	N/A
				N/A
DE.X Upgrade	\$1,850	\$850	\$800	N/A
DE.X Upgrade Per Student Option (only available for district wide purchase)	N/A	\$1.90	\$2.00	N/A
Discovery Education Experience K-8	\$4,000	\$2,400	\$2,450	\$2,500
Discovery Education Experience K-12 or 9-12	\$4,000	\$2,785	\$2,785	\$2,785
Per Student Option (only available for district wide purchase)		\$5.00	\$5.30	\$5.55
STEM Connect	\$3,000	\$2,700	\$2,700	\$2,700
(discount for current DE.X Schools Only)				
DE Science K8	\$1,995	\$1,695	\$1,695	\$1,695
Professional Development	\$3,000	\$3,000	\$3,000	\$3,000
On site PD Session (One 6-hour session for up to 25 participants)				
Virtual Hourly Professional Development: 4 Hours	\$3,000	\$2,000	\$2,000	\$2,000
Virtual Hourly Professional Development: 48 Hours + 4 hours free = 52 hours	\$22,000	\$22,000	\$22,000	\$22,000
Science Techbook K-8 (National/Classic)	\$11.50	\$10	\$10	\$10
Science Techbook 9-12 (National/Classic)	\$11.50	\$10	\$10	\$10
Science Techbook Middle School (Modular) - site	\$7,000	\$6,025	\$6,025	\$6,025
Science Techbook Middle School (Modular) - student	\$18	15.5	15.5	15.5
Social Studies Techbook 6-8	\$11.50	\$10	\$10	\$10

Service	Discovery List Rates	22 - 23 BOCES	23 - 24 BOCES	24 - 25 BOCES
Social Studies Techbook 9-12	\$11.50	\$10	\$10	\$10
Math Techbook 6-8	\$11.50	\$10	\$10	\$10
Math Techbook 9-12	\$11.50	\$10	\$10	\$10
Bundles Math (6-8), Science (National K-5)- per site	\$9,500	\$6,900	\$6,950	\$7,000
Bundles, Math (9-12) Science (Classic 9-12)- per site	\$9,500	\$7,285	\$7,285	\$7,285
Bundles Math, Science (National/Classic)- per student	\$20	15	15	15
Additional TB bundle site Math, Science (National/Classic)	\$5,500	\$4,500	\$4500	\$4500
Additional TB bundle site Social Studies	\$4,000	\$4,500		
Science Techbook Middle School (Modular) Bundle - per site	\$11,000	\$8,250	\$8,250	\$8,250
Science Techbook Middle School (Modular) Bundle - student	\$24	\$18	\$18	\$18
Print		Current Discovery Education listed rates	Current Discovery Education listed rates	Current Discovery Education listed rates
Kits		Current Discovery Education listed rates	Current Discovery Education listed rates	Current Discovery Education listed rates
Mystery Science Membership				
Standard (200+ students) Per building cost	\$1,999	\$1,125	\$1,125	\$1,125
Small School (100 - 199 students) Per building cost	\$849	\$725	\$725	\$725
Microschool (1 - 99 students) Per building cost	\$349	\$299	\$299	\$299
Grades K - 1 Pack (Requires Pack Shipping)	\$265	\$265	N/A	N/A
Grades 2 - 5 Pack (Requires Pack Shipping)	\$365	\$365	N/A	N/A
Pack Shipping (Requires Pack Shipping)	\$35	\$35	N/A	N/A