

**AMENDMENT TO THAT CERTAIN SUBSCRIBER AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND
DISCOVERY EDUCATION, INC.**

This Amendment is entered into as of August 13, 2020, by and between the Board of Education of Lincolnwood School District No. 74 ("Subscriber") and Discovery Education, Inc. ("Discovery") (collectively, the "Parties") pursuant to the Order Form Ref. No. #Q-291750, attached hereto as Exhibit A, and the Discovery Education Standard Terms of Service and License ("Agreement") entered into by the Parties as of the same date, and shall continue in force for any extensions of the Agreement or subsequent Order Forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. Discovery shall not materially modify or amend the Standard Terms of Service and License, which are currently located at www.discoveryeducation.com/terms-and-conditions, during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the Subscriber.
3. **FOIA/OMA.** Subscriber shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Discovery prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Discovery acknowledges and agrees that the Terms of Services and License is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** The Agreement shall be construed and enforced under the laws of the state of Illinois, USA without reference to the choice of law principles thereof. Subscriber and Discovery hereby consent to and submit to the jurisdiction of the Circuit Court of Cook County, Illinois, which shall be the venue for the resolution of any disputes between the parties.
5. **Illinois School Student Records Act.** In addition to its obligation to maintain Student Data in accordance with applicable federal laws, Discovery shall also maintain all Student Data obtained from Subscriber in accordance with any applicable Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); and the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*). Discovery shall promptly notify the Superintendent of Lincolnwood School District No. 74 in the event of a security or privacy breach involving Student Data and respond to any such security or privacy breach according to industry standards; shall indemnify and defend the Subscriber, and its individual Board members, officers, employees, agents, and successors against third-party claims, charges, causes of action, and liability of any kind, including but not limited to attorney's fees, arising directly and specifically from any security or privacy breach involving Student Data as a result of negligent or intentional acts or omissions of Discovery; and shall destroy all Student Data

when the Student Data is no longer needed by Discovery or upon termination of the Agreement, as requested by Subscriber.

6. **Insurance.** During the term of this Agreement and any renewal thereof, Discovery shall maintain a cyber-liability insurance policy insuring against data breaches. Subscriber shall be named as an additional insured on such policy. Any damages limitations in this Agreement shall not apply to Subscriber in its capacity as an additional insured.

7. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74
COOK COUNTY, ILLINOIS**

By: _____

Its: Board President

Date: 9/3/20

DISCOVERY EDUCATION, INC.

DocuSigned by:
[Signature]
By: _____
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Its: COO

Date: August 13, 2020