

DISCOVERY EDUCATION

**Support Option Agreement ("Agreement")
made 09/08/10 between Clearvue & SVE, Inc. ("Clearvue") and
DULUTH IND SCHOOL DISTRICT 709, MN ("Subscriber")**

1. In connection with the license granted by Discovery to Subscriber pursuant to an effective subscriber agreement, pursuant to which Subscriber accesses *PowerMediaPlus* (such license, the "Subscriber License"), Clearvue shall provide the support option(s) listed in paragraph 3 hereof to Subscriber at the school(s) set forth in the Subscriber Agreement.
2. The "Term" shall be from the date on which this Agreement has been mutually executed through and including the last day on which Subscriber may access *PowerMediaPlus* pursuant to the Subscriber License.
3. The pricing for this support option (the "Fees") shall be as follows:

Quantity	Description	Price	Discounted Price	Total
	Support Options (one-time fee and includes hard drives)			
	Local Host – 256K.asf OR .mov	\$3,000.00	n/a	
	Local Host – 256K.asf AND 256K.mov OR 700K.asf (Pick Two File Types)	\$4,000.00	n/a	
	Local Host – 256K.asf AND 256K.mov AND 700K.asf (All Three File Types)	\$5,000.00	n/a	
	Local Host – Hi-Resolution	\$6,000.00	n/a	
1	Firewire Drives	\$ 600.00	\$0.00	\$0.00
			Total	\$0.00

The Fees are non-cancellable and are due and payable no later than 30 days of receipt of invoice.

4. 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 or communications with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and signed by both parties. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.
5. Discovery Education understands that government entities 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 shall give Discovery Education 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.
6. 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 within 30 days of the execution hereof.

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).

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7. Subscriber shall return any and all such replacement hard drives to Clearvue within forty-five (45) days following receipt of such hard drives at the following address:

Discovery Education
1560 Sherman Avenue, Suite 100
Evanston, IL 60201
Attn: Local Host

If Clearvue does not receive the hard drives within forty-five (45) days following Subscriber's receipt of such hard drives, Clearvue shall invoice and Subscriber agrees to pay Clearvue within thirty (30) days receipt of such invoice for each of the hard drives based on the following rates:

<u>Size of Drive</u>	<u>Price</u>
3 TB	\$700
2 TB	\$600
1.2 TB	\$500
1 TB	\$400
750 GB	\$300
320 GB	\$200

8. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

DULUTH IND SCHOOL DISTRICT 709

Clearvue & SVE, Inc.

By: *Keith M. Dixon*
(Signature Required)

By: _____

Title: Superintendent of Schools

Title: _____

Printed Name: Keith M. Dixon

Printed Name: _____

Date: 9/9/10

Date: _____

Billing Entity: _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C000YWG