

PO DATE

01/03/2023

Armstrong School District

Accounts Payable
181 Heritage Park Suite 2
Kittanning, PA 16201

PURCHASE ORDER NUMBER

0012300123

VENDOR KEY : CHARACTE000
FISCAL YEAR : 2022-2023
ENTERED BY : LANG KAY000

PRINTED 01/04/2023
DUPLICATE PO

VENDOR:
CHARACTERSTRONG LLC
4227 S MERIDIAN STE C #320
PUYALLUP, WA 98373

SHIP TO:
ARMSTRONG SCHOOL DISTRICT
181 HERITAGE PARK DR STE 2
KITTANNING, PA 16201

PHONE: (253) 987-6710

ATTN: Brandon Petras

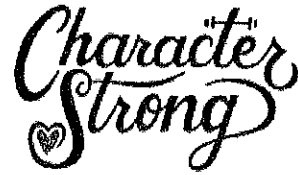
QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
5		Elem - PurposeFull People K-5 Curriculum	2999.00000	14,995.00
5		Elem 20% discount	-599.80000	-2,999.00
3		35 MS SEL Lessons 6th grade	3999.00000	11,997.00
3		MS SEL Discount	-2666.00000	-7,998.00
2		6th grade Secondary SEL Lessons	3999.00000	7,998.00
2		20% Curriculum Discount	-799.80000	-1,599.60
7		CharacterStrong Gym Library of Resources	499.00000	3,493.00
2		In Person 3 hr PD Elementary Educators	5250.00000	10,500.00
2		In Person 3 hr PD - MS/HS	5250.00000	10,500.00
2		Professional Learning Discount 2 hr Complimentary Session	-5250.00000	-10,500.00
5		2hr Virtual Elementary Prof Dev	1999.00000	9,995.00
2		2hr Virtual Secondary Professional Development	1999.00000	3,998.00
7		Professional Learning 10% Discount	-199.90000	-1,399.30
20		PurposeFul People - Renew	999.00000	19,980.00
8		Renew SSEL	999.00000	7,992.00
1		Sales Tax	3231.50000	3,231.50
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		10 E 2260 324 000 10 000 000 000 001	80,183.60	
			PAGE TOTAL	80,183.60
			TOTAL	80,183.60

The purchaser is a tax exempt entity.

PURCHASE APPROVED BY:



CharacterStrong
 4227 S MERIDIAN STE C, #320
 PUYALLUP, WA
 billing@characterstrong.com
 characterstrong.com



INVOICE

BILL TO
 Brandon Petras
 Armstrong School District
 181 Heritage Park Drive
 Suite 2
 Kittanning, PA 16201 US

SHIP TO
 Brandon Petras
 Armstrong School District
 181 Heritage Park Drive
 Suite 2
 Kittanning, PA 16201 US

INVOICE # 18949
DATE 12/20/2022
DUE DATE 02/03/2023

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Elem - PurposeFull People PurposeFull People K through 5th Curriculum - A Social, Emotional, and Character Development Curriculum	5	2,999.00	14,995.00
Elem Discount 20% Off	5	-599.80	-2,999.00
MS SEL Lessons 35 SEL and Character development lessons per grade level, 6th through 8th.	3	3,999.00	11,997.00
MS SEL Discount 6th Grade Only	3	-2,666.00	-7,998.00
Secondary SEL Lessons 35 SEL and Character development lessons per grade level, 6th through 8th. 25 SEL and Character development lessons per grade level, 9th through 12th.	2	3,999.00	7,998.00
Curriculum Discount 20% Off	2	-799.80	-1,599.60
CharacterStrong Gym CharacterStrong Gym: Library of Resources - A library of social & emotional and character development resources for educators, administrators, students, and families	7	499.00	3,493.00
In Person, 3 Hour PD - Elem In person professional development for Elementary Educators	2	5,250.00	10,500.00
Date: January 16th, 2023			
In Person, 3 Hour PD - MS/HS In Person 3 hour professional development for Secondary Educators	2	5,250.00	10,500.00

Please mail all contracts, purchase orders, and payments to:

CharacterStrong, LLC
 4227 S. Meridian STE C #320
 Puyallup, WA 98373

EIN: 81-4174372
 UBI: 604-043-554

PRODUCT/SERVICE	QTY	RATE	AMOUNT
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Date: January 16th, 2023

Professional Learning Discount Two Complimentary Session	2	-5,250.00	-10,500.00
Virt 2 Hour, Elementary Live Virtual 2 hour professional development for elementary educators	5	1,999.00	9,995.00

Date: August (TBD)

Virt 2 Hour, Secondary Live Virtual 2 hour professional development for secondary educators	2	1,999.00	3,998.00
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Date: August (TBD)

Professional Learning Discount 10% off	7	-199.90	-1,399.30
PurposeFull People - Renew Annual School-wide License Renewal for the Elementary Curriculum, PurposeFull People k through 5th - A Social, Emotional, and Character Development Curriculum	20	999.00	19,980.00
Renew - SSEL School-wide License Renewal for CharacterStrong SEL and Character Development lessons for building	8	999.00	7,992.00
Sales Tax Sales Tax calculated by AvaTax on Wed 21 Dec 00:55:11 UTC 2022	1	3,231.50	3,231.50

Annual renewal of \$999 per school after advanced renewals (4 years) are up.	SUBTOTAL	80,183.60
	TAX	0.00
Contact: Brandon Petras	TOTAL	80,183.60
Breakdown: 7-12th Grade (2 Buildings), K-6th Grade (5 Buildings)	BALANCE DUE	\$80,183.60

Please mail all contracts, purchase orders, and payments to:

CharacterStrong, LLC
 4227 S. Meridian STE C #320
 Puyallup, WA 98373

EIN: 81-4174372
 UBI: 604-043-554

PO DATE

07/12/2022

Armstrong School DistrictAccounts Payable
181 Heritage Park Suite 2
Kittanning, PA 16201

PURCHASE ORDER NUMBER

0012300033

VENDOR KEY : AMPLIFY 000
FISCAL YEAR : 2022-2023
ENTERED BY : STOUTLAU000PRINTED 11/16/2023
DUPLICATE PO**VENDOR:**
AMPLIFY EDUCATION, INC
55 WASHINGTON STREET STE 800
BROOKLYN, NY 11201**SHIP TO:**
ARMSTRONG SCHOOL DISTRICT
181 HERITAGE PARK DR STE 2
KITTANNING, PA 16201

PHONE: (212) 796-2235 FAX: (646) 403-4700

ATTN: Chuck Kreinbucher

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		Please send quote with PO		
2	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA 2nd Edition GK Complete Classroom Kit Bundle	2999.00000	5,998.00
2	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA Trade Book Collection: Grade K	85.00000	170.00
2	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA 2nd Edition G1 Complete Classroom Kit Bundle	2499.00000	4,998.00
2	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA Trade Book Collection: Grade 1	85.00000	170.00
1	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA 2nd Edition G2 Complete Classroom Kit Bundle	2899.00000	2,899.00
1	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA Trade Book Collection: Grade 2	95.00000	95.00
2	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA 2nd Edition G3 Complete Classroom Kit Bundle	1999.00000	3,998.00
2	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA 2nd Edition G4 Complete Classroom Kit Bundle	1499.00000	2,998.00
10	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA 2nd Edition G4 Readers, All Units (1 of each)	19.96000	199.60
2	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA 2nd Edition G5 Complete Classroom Kit Bundle	1699.00000	3,398.00
10	EA	CATALOG/ITEM NUMBER: 1 Year Subscription (2022-23) CKLA 2nd Edition G5 Readers, All Units (1 of each)	23.96000	239.60
1	S/H	CATALOG/ITEM NUMBER: Shipping and Handling Amplify Shipping and Handling	2013.06000	2,013.06
CONTINUED ON NEXT PAGE				
			PAGE TOTAL	27,176.26
			TOTAL	27,176.26

The purchaser is a tax exempt entity.

PO DATE
07/12/2022

Armstrong School District

Accounts Payable
 181 Heritage Park Suite 2
 Kittanning, PA 16201

PURCHASE ORDER NUMBER
0012300033

VENDOR KEY : AMPLIFY 000
 FISCAL YEAR : 2022-2023
 ENTERED BY : STOUTLAU000

PRINTED 11/16/2023
 DUPLICATE PO

VENDOR:
 AMPLIFY EDUCATION, INC
 55 WASHINGTON STREET STE 800
 BROOKLYN, NY 11201

SHIP TO:
 ARMSTRONG SCHOOL DISTRICT
 181 HERITAGE PARK DR STE 2
 KITTANNING, PA 16201

PHONE: (212) 796-2235 FAX: (646) 403-4700

ATTN: Chuck Krelnbucher

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		10 E 1110 640 994 00 000 000 000 290	27,176.26	
			PAGE TOTAL	0.00
			TOTAL	27,176.26

The purchaser is a tax exempt entity.

PURCHASE APPROVED BY:





Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-136869-2
Date: 11/16/2023
Expires On: 12/16/2023

Customer Contact Information
Chuck Kreinbucher
ARMSTRONG SCHOOL DISTRICT
(724) 763-7151
ckreinbucher@asd.k12.pa.us

Amplify Contact Information
Janet Barry
Inside Sales Representative
jabarry@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit Bundle _2022 - 1yr (2022-2023)	2.00	\$2,999.00	\$5,998.00
CKLA 2nd Edition Grade K Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	2.00	\$0.00	\$0.00
CKLA 2nd Edition Grade K Multimedia Hub Student License - 1yr (2022-2023)	50.00	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	2.00	\$85.00	\$170.00
CKLA 2nd Ed G1 Complete Classroom Kit Bundle _2022 - 1yr (2022-2023)	2.00	\$2,499.00	\$4,998.00
CKLA 2nd Edition Grade 1 Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	2.00	\$0.00	\$0.00
CKLA 2nd Edition Grade 1 Multimedia Hub Student License - 1yr (2022-2023)	50.00	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	2.00	\$85.00	\$170.00
CKLA 2nd Ed G2 Complete Classroom Kit Bundle _2022 - 1yr (2022-2023)	1.00	\$2,899.00	\$2,899.00
CKLA 2nd Edition Grade 2 Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	1.00	\$0.00	\$0.00
CKLA 2nd Edition Grade 2 Multimedia Hub Student License - 1yr (2022-2023)	25.00	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	1.00	\$95.00	\$95.00
CKLA 2nd Edition G3 Complete Classroom Kit Bundle _2022 - 1yr (2022-2023)	2.00	\$1,999.00	\$3,998.00
CKLA 2nd Edition Grade 3 Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	2.00	\$0.00	\$0.00
CKLA 2nd Edition Grade 3 Multimedia Hub Student License - 1yr (2022-2023)	50.00	\$0.00	\$0.00
CKLA 2nd Edition G4 Complete Classroom Kit Bundle _2022 - 1yr (2022-2023)	2.00	\$1,499.00	\$2,998.00
CKLA 2nd Edition Grade 4 Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	2.00	\$0.00	\$0.00
CKLA 2nd Edition Grade 4 Multimedia Hub Student License - 1yr (2022-2023)	50.00	\$0.00	\$0.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G4 Readers, All Units (1 of each)	10.00	\$19.96	\$199.60
CKLA 2nd Edition G5 Complete Classroom Kit Bundle_2022 - 1yr (2022-2023)	2.00	\$1,699.00	\$3,398.00
CKLA 2nd Edition Grade 5 Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	2.00	\$0.00	\$0.00
CKLA 2nd Edition Grade 5 Multimedia Hub Student License - 1yr (2022-2023)	50.00	\$0.00	\$0.00
CKLA 2nd Edition G5 Readers, All Units (1 of each)_2022	10.00	\$23.96	\$239.60
TOTAL			\$25,163.20

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify CKLA 2nd Ed GK-2 Initial Training Teachers (2 Day Consecutive Onsite)	1.00	\$4,800.00	\$0.00
Amplify CKLA 2nd Ed GK-2 Small Group Instruction (1/2 Day Onsite)	1.00	\$2,500.00	\$0.00
Amplify CKLA 2nd Ed GK-2 Writing (1/2 Day Onsite)	1.00	\$2,500.00	\$0.00
Amplify CKLA 2nd Ed G3-5 Small Group Instruction (1/2 Day Onsite)	1.00	\$2,500.00	\$0.00
Amplify CKLA 2nd Ed G3-5 Writing (1/2 Day Onsite)	1.00	\$2,500.00	\$0.00
Amplify CKLA 2nd Ed G3-5 Initial Training Teachers (2 Day Consecutive Onsite)	1.00	\$4,800.00	\$0.00
Amplify CKLA 2nd Ed G3-5 Enhancing Planning & Practice (1/2 Day Remote)	1.00	\$750.00	\$0.00
Amplify CKLA 2nd Ed GK-5 Initial Training for Leaders (1/2 Day Remote)	1.00	\$750.00	\$0.00
Amplify CKLA 2nd Ed GK-2 Enhancing Planning & Practice (1/2 Day Remote)	1.00	\$750.00	\$0.00
TOTAL		\$21,850.00	\$0.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$2,013.06	\$2,013.06

GRAND TOTAL

\$27,176.26

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2022 until 06/30/2023.

- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the

Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b)

not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR

THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3-14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

PO DATE
03/27/2023

Armstrong School District

Accounts Payable
 181 Heritage Park Suite 2
 Kittanning, PA 16201

PRINTED 03/27/2023

PURCHASE ORDER NUMBER
0012400001

VENDOR KEY : AMPLIFY 000
 FISCAL YEAR : 2023-2024
 ENTERED BY : OLINGMELO00

VENDOR:
 AMPLIFY EDUCATION, INC
 55 WASHINGTON STREET STE 800
 BROOKLYN, NY 11201

SHIP TO:
 ARMSTRONG SCHOOL DISTRICT
 181 HERITAGE PARK DR STE 2
 KITTANNING, PA 16201

PHONE: (212) 796-2235 FAX: (646) 403-4700

ATTN: MELISSA OLINGER

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		CONFIRMING PO		
1		Kindergarten CKLA Amplify	125057.80000	125,057.80
1		Grade 1 CKLA Amplify	116369.80000	116,369.80
1		Grade 2 CKLA Amplify	127111.80000	127,111.80
1		Grade 3 CKLA Amplify	101924.60000	101,924.60
1		Grade 4 CKLA Amplify	91797.80000	91,797.80
1		Grade 5	99514.60000	99,514.60
1		Professional Development	37400.00000	37,400.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
ACCOUNT NUMBER		ACCOUNT AMOUNT		
10 E 1110 640 990 00 000 000 000 289		319,590.40		
10 E 1110 640 994 00 000 000 000 290		379,586.00		
NOTES				
Please give PO to Missy.				
			PAGE TOTAL	699,176.40
			TOTAL	699,176.40

The purchaser is a tax exempt entity.

PURCHASE APPROVED BY:



Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

*★ Adjusted Friday, 3-23-23
 3-24-23*

Quote #:
 Date:
 Expires On:

Q-203797-1
 3/23/2023
 4/22/2023

Customer Contact Information

Chuck Kreinbucher
 Armstrong School District
 (724) 763-7151
 ckreinbucher@asd.k12.pa.us

Amplify Contact Information

Janet Barry
 Inside Sales Representative
 jabarry@amplify.com

8 Year Teacher Digital Experience; 1 Free Year Student Digital Experience; 6 Year Student Activity Books

Kindergarten

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 8yr (2023-2031)	\$2,999.00	0	16	\$0.00	\$47,984.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 8yrs (2023-2031)	\$38.00	0	2,046	\$11,662.20	\$66,085.80
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	16	6	\$11,008.00	\$4,128.00
CKLA GK Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	341	\$0.00	\$0.00
CKLA 2nd Edition GK Skills Teacher Guide Set, All Units: 1-10 (1 of each)_NS	\$1,100.00	0	5	\$0.00	\$5,500.00
CKLA Trade Book Collection: Grade K	\$85.00	0	16	\$0.00	\$1,360.00
TOTAL				\$22,670.20	\$125,057.80

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 8yr (2023-2031)	\$2,499.00	0	16	\$0.00	\$39,984.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 8yrs (2023-2031)	\$38.00	0	2,046	\$11,662.20	\$66,085.80
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	16	5	\$11,008.00	\$3,440.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA G1 Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	341	\$0.00	\$0.00
CKLA 2nd Edition G1 Skills Teacher Guide Set, All Units: 1-7 (1 of each)_NS	\$1,100.00	0	5	\$0.00	\$5,500.00
CKLA Trade Book Collection: Grade 1	\$85.00	0	16	\$0.00	\$1,360.00
TOTAL				\$22,670.20	\$116,369.80

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 8yr (2023-2031)	\$2,899.00	0	17	\$0.00	\$49,283.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 8yrs (2023-2031)	\$38.00	0	2,046	\$11,662.20	\$66,085.80
CKLA 2nd Edition G2 Skills Teacher Guide Set, All Units: 1-6 (1 of each)_NS	\$1,000.00	0	6	\$0.00	\$6,000.00
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	17	6	\$11,696.00	\$4,128.00
CKLA G2 Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	341	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	\$95.00	0	17	\$0.00	\$1,615.00
TOTAL				\$23,358.20	\$127,111.80

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 8yr (2023-2031)	\$1,999.00	0	14	\$0.00	\$27,986.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 8yrs (2023-2031)	\$38.00	0	2,022	\$11,525.40	\$65,310.60
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	14	6	\$9,632.00	\$4,128.00
CKLA G3 Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	337	\$0.00	\$0.00
CKLA 2nd Edition G3 TG Set, All Units: 1-11, Cursive Activity Book (1 of each)	\$750.00	0	6	\$0.00	\$4,500.00
TOTAL				\$21,157.40	\$101,924.60

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 8yr (2023-2031)	\$1,499.00	0	14	\$0.00	\$20,986.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 8yrs (2023-2031)	\$38.00	0	2,106	\$12,004.20	\$68,023.80
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	14	1	\$9,632.00	\$688.00
CKLA G4 Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	351	\$0.00	\$0.00
CKLA 2nd Edition G4 Teacher Guide Set, All Units: 1-8, Cursive Activity Book (1 of each)	\$700.00	0	3	\$0.00	\$2,100.00
TOTAL				\$21,636.20	\$91,797.80

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 8yr (2023-2031)	\$1,699.00	0	16	\$0.00	\$27,184.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 8yrs (2023-2031)	\$38.00	0	2,172	\$12,380.40	\$70,155.60
CKLA 2nd Ed G5 Teacher Kit Box_NS	\$725.00	0	3	\$0.00	\$2,175.00
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	16	0	\$11,008.00	\$0.00
CKLA G5 Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	362	\$0.00	\$0.00
TOTAL				\$23,388.40	\$99,514.60

PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed GK-2 Initial Training for Teachers (1 Day Onsite)	3.00	\$3,200.00	\$9,600.00	\$0.00
Amplify CKLA 2nd Ed GK-2 Enhancing Planning & Practice (1/2 Day Onsite)	3.00	\$2,500.00	\$0.00	\$7,500.00
Amplify CKLA 2nd Ed GK-5 Coaching (2 Day Consecutive Onsite)	6.00	\$4,800.00	\$9,600.00	\$19,200.00
Amplify CKLA 2nd Ed G3-5 Enhancing Planning & Practice (1/2 Day Onsite)	3.00	\$2,500.00	\$0.00	\$7,500.00
Amplify CKLA 2nd Ed G3-5 Initial Training for Teachers (1 Day Onsite)	3.00	\$3,200.00	\$9,600.00	\$0.00
Amplify CKLA 2nd Ed GK-5 Initial Training for Leaders (1 Day Onsite)	1.00	\$3,200.00	\$0.00	\$3,200.00
TOTAL		\$19,400.00	\$28,800.00	\$37,400.00

S&H

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$57,292.88	\$57,292.88	\$0.00

TOTAL DISCOUNT
GRAND TOTAL

\$220,973.48
\$699,176.40

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2031.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify

Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE

MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-203797-1
Date: 1/30/2023
Expires On: 3/1/2023

Customer Contact Information

Chuck Kreinbucher
Armstrong School District
(724) 763-7151
ckreinbucher@asd.k12.pa.us

Amplify Contact Information

Janet Barry
Inside Sales Representative
jabarry@amplify.com

8 Year Teacher Digital Experience; 1 Free Year Student Digital Experience; 6 Year Student Activity Books

Kindergarten

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 8yr (2023-2031)	\$2,999.00	0	17 16	\$0.00	\$50,983.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 8yrs (2023-2031)	\$38.00	0	2,046	\$11,662.20	\$66,085.80
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	17	5	\$11,696.00	\$3,440.00
CKLA GK Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	341	\$0.00	\$0.00
CKLA 2nd Edition GK Skills Teacher Guide Set, All Units: 1-10 (1 of each)_NS	\$1,100.00	0	5	\$0.00	\$5,500.00
CKLA Trade Book Collection: Grade K	\$85.00	0	17	\$0.00	\$1,445.00
TOTAL				\$23,358.20	\$127,453.80

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 8yr (2023-2031)	\$2,499.00	0	16	\$0.00	\$39,984.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 8yrs (2023-2031)	\$38.00	0	2,046	\$11,662.20	\$66,085.80
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	16	5	\$11,008.00	\$3,440.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA G1 Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	341	\$0.00	\$0.00
CKLA 2nd Edition G1 Skills Teacher Guide Set, All Units: 1-7 (1 of each)_NS	\$1,100.00	0	5	\$0.00	\$5,500.00
CKLA Trade Book Collection: Grade 1	\$85.00	0	16	\$0.00	\$1,360.00
TOTAL				\$22,670.20	\$116,369.80

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 8yr (2023-2031)	\$2,899.00	0	17	\$0.00	\$49,283.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 8yrs (2023-2031)	\$38.00	0	2,046	\$11,662.20	\$66,085.80
CKLA 2nd Edition G2 Skills Teacher Guide Set, All Units: 1-6 (1 of each)_NS	\$1,000.00	0	6	\$0.00	\$6,000.00
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	17	6	\$11,696.00	\$4,128.00
CKLA G2 Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	341	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	\$95.00	0	17	\$0.00	\$1,615.00
TOTAL				\$23,358.20	\$127,111.80

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 8yr (2023-2031)	\$1,999.00	0	14	\$0.00	\$27,986.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 8yrs (2023-2031)	\$38.00	0	2,022	\$11,525.40	\$65,310.60
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	14	6	\$9,632.00	\$4,128.00
CKLA G3 Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	337	\$0.00	\$0.00
CKLA 2nd Edition G3 TG Set, All Units: 1-11, Cursive Activity Book (1 of each)	\$750.00	0	6	\$0.00	\$4,500.00
TOTAL				\$21,157.40	\$101,924.60

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 8yr (2023-2031)	\$1,499.00	0	12	\$0.00	\$17,988.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 8yrs (2023-2031)	\$38.00	0	2,106	\$12,004.20	\$68,023.80
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	12	3	\$8,256.00	\$2,064.00
CKLA G4 Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	351	\$0.00	\$0.00
CKLA 2nd Edition G4 Teacher Guide Set, All Units: 1-8, Cursive Activity Book (1 of each)	\$700.00	0	3	\$0.00	\$2,100.00
TOTAL				\$20,260.20	\$90,175.80

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 8yr (2023-2031)	\$1,699.00	0	13 <i>16</i>	\$0.00	\$22,087.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 8yrs (2023-2031)	\$38.00	0	2,172	\$12,380.40	\$70,155.60
CKLA 2nd Ed G5 Teacher Kit Box_NS	\$725.00	0	3	\$0.00	\$2,175.00
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 8yr (2023-2031)	\$688.00	13	3	\$8,944.00	\$2,064.00
CKLA G5 Dig Exp Student License - 1yr (2023-2024)	\$0.00	0	362	\$0.00	\$0.00
TOTAL				\$21,324.40	\$96,481.60

PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed GK-2 Initial Training for Teachers (1 Day Onsite)	3.00	\$3,200.00	\$9,600.00	\$0.00
Amplify CKLA 2nd Ed GK-2 Enhancing Planning & Practice (1/2 Day Onsite)	3.00	\$2,500.00	\$0.00	\$7,500.00
Amplify CKLA 2nd Ed GK-5 Coaching (2 Day Consecutive Onsite)	6.00	\$4,800.00	\$9,600.00	\$19,200.00
Amplify CKLA 2nd Ed G3-5 Enhancing Planning & Practice (1/2 Day Onsite)	3.00	\$2,500.00	\$0.00	\$7,500.00
Amplify CKLA 2nd Ed G3-5 Initial Training for Teachers (1 Day Onsite)	3.00	\$3,200.00	\$9,600.00	\$0.00
Amplify CKLA 2nd Ed GK-5 Initial Training for Leaders (1 Day Onsite)	1.00	\$3,200.00	\$0.00	\$3,200.00
TOTAL		\$19,400.00	\$28,800.00	\$37,400.00

S&H

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$56,892.00	\$56,892.00	\$0.00

TOTAL DISCOUNT

\$217,820.60

GRAND TOTAL

\$696,917.40

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2031.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: [amplify.com/ordering-support](https://www.amplify.com/ordering-support).**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://www.amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify

Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE

MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

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We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

PO DATE
05/11/2023

Armstrong School District

Accounts Payable
181 Heritage Park Suite 2
Kittanning, PA 16201

PURCHASE ORDER NUMBER
0012400003

VENDOR KEY : AMPLIFY 000
FISCAL YEAR : 2023-2024
ENTERED BY : OLINGMEL000

PRINTED 05/11/2023

*Ordered on
5-12-23*

VENDOR:
AMPLIFY EDUCATION, INC
55 WASHINGTON STREET STE 800
BROOKLYN, NY 11201

SHIP TO:
ARMSTRONG SCHOOL DISTRICT
181 HERITAGE PARK DR STE 2
KITTANNING, PA 16201

PHONE: (212) 796-2235 FAX: (646) 403-4700

ATTN: MELISSA OLINGER

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
CONFIRMING PO				
25		CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS	38.00000	950.00
25		CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS	38.00000	950.00
25		CKLA 2nd Edition G3 Activity Books, All Units (1 of each) NS	38.00000	950.00
2		CKLA 2nd Edition G4 Complete Classroom Kit_NS - 1 yr (2023-2024)	1499.00000	2,998.00
25		CKLA 2nd Edition G4 Activity Books All Units (1 of each)	38.00000	950.00
2		CKLA 2nd Edition G4 Teacher Guide Set, All Units: 1-8, Cursive Activity Book (1 of each)	700.00000	1,400.00
1		CKLA 2nd Edition G5 Complete Classroom Kit_NS - 1 yr (2023-2024)	1699.00000	1,699.00
25		CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_ NS	38.00000	950.00
1		Shipping and Handling	943.76000	943.76
25		CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each) _NS	38.00000	950.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		10 E 1110 610 000 10 000 000 000 001	12,740.76	
<p><i>Quote # Q-225172-1</i></p> <p><i>* Please bill after July 2, 2023 *</i></p>				
			PAGE TOTAL	12,740.76
			TOTAL	12,740.76

The purchaser is a tax exempt entity.

PURCHASE APPROVED BY:

50/1/23



Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-225172-1
 Date: 5/8/2023
 Expires On: 6/7/2023

Customer Contact Information

Chuck Kreinbucher
 Armstrong School District
 (724) 763-7151
 ckreinbucher@asd.k12.pa.us

Amplify Contact Information

Janet Barry
 Inside Sales Representative
 jabarry@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS	25.00	\$38.00	\$950.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS	25.00	\$38.00	\$950.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS	25.00	\$38.00	\$950.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS	25.00	\$38.00	\$950.00
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 1yr (2023-2024)	2.00 ✓	\$1,499.00	\$2,998.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each)	25.00 ✓	\$38.00	\$950.00
CKLA 2nd Edition G4 Teacher Guide Set, All Units: 1-8, Cursive Activity Book (1 of each)	2.00	\$700.00	\$1,400.00
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 1yr (2023-2024)	1.00 ✓	\$1,699.00	\$1,699.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS	25.00	\$38.00	\$950.00
TOTAL			\$11,797.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$943.76	\$943.76

GRAND TOTAL

\$12,740.76

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. **Reservation of Rights.** **SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD.** Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information