



55 Washington Street, Suite 800, Brooklyn, NY 11201-1071  
T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

Please remit your payment to:

\*\*\*We assess a 2.5% surcharge for credit and debit card payments. This surcharge is nonrefundable.\*\*\*

Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

**Bill To:**

Mehlville R-IX School District  
3120 Lemay Ferry Rd  
St Louis MO 63125-4416  
United States

**Contracted Customer:**

Oakville Middle School  
5950 Telegraph Rd  
Saint Louis MO 63129-4716  
United States

PO NUMBER:	25-1000-0382
<b>BILL NUMBER:</b>	<b>INV-270656</b>
CONTRACT:	PQ 240613-369006
BILL DATE:	7/1/2024
<b>SUBTOTAL:</b>	<b>\$136,835.12</b>
<b>SALES TAX:</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$136,835.12</b>
<b>AMOUNT DUE:</b>	<b>\$136,835.12</b>
DATE DUE:	7/31/2024

CUSTOMER ID	NAME	CURRENCY	TERMS	INVOICE NUMBER	
6128	Mehlville School District R9	USD	Net 30	INV-270656	
PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781636024578-NIK	Amplify CKLA 2nd Ed G2 Complete Consumable Set_NS	1	516	\$32.09	\$16,558.44
9781636024936-NIK	Amplify CKLA 2nd Ed G1 Complete Consumable Set_NS	2	456	\$32.09	\$14,633.04
9781639484904-NIK	Amplify CKLA 2nd Ed G3 Consumable Set_NS	3	480	\$32.09	\$15,403.20
9781639487004-NIA	Amplify CKLA 2nd Ed GK Complete Teacher Kit_NS	4	3	\$2,285.28	\$6,855.84
9781639487011-NIA	Amplify CKLA 2nd Ed G1 Complete Teacher Kit_NS	5	4	\$2,086.56	\$8,346.24
9781639487028-NIA	Amplify CKLA 2nd Ed G2 Complete Teacher Kit_NS	6	4	\$1,987.20	\$7,948.80
9781639487035-NIA	Amplify CKLA 2nd Ed G3 Teacher Kit	7	3	\$745.20	\$2,235.60
9781639487042-NIA	Amplify CKLA 2nd Ed G4 Teacher Kit	8	3	\$695.52	\$2,086.56
9781639487585-NIK	Amplify CKLA GK Complete Classroom Kit	9	3	\$694.53	\$2,083.58
9781639487592-NIK	Amplify CKLA G1 Complete Classroom Kit	10	4	\$396.45	\$1,585.79
9781639487608-NIK	Amplify CKLA G2 Complete Classroom Kit	11	4	\$893.25	\$3,572.99
9781639487615-NIK	Amplify CKLA G3 Complete Classroom Kit	12	3	\$1,241.01	\$3,723.02
9781639487622-NIK	Amplify CKLA G4 Complete Classroom Kit	13	3	\$793.89	\$2,381.66

Invoice Payment Options: [Ordering Support](#)



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Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781643836768-NIK	Amplify CKLA 2nd Ed GK Complete Consumable Set_NS	14	462	\$32.09	\$14,825.58
9781683911531-NIA	Amplify CKLA GK Trade Book Collection	15	3	\$84.46	\$253.37
9781683911548-NIA	Amplify CKLA G1 Trade Book Collection	16	4	\$84.46	\$337.82
9781683911555-NIA	Amplify CKLA G2 Trade Book Collection	17	4	\$94.39	\$377.57
9781683912231-NIK	Amplify CKLA 2nd Ed G3 Reader Set	18	5	\$43.72	\$218.59
9781683917878-NIK	Amplify CKLA 2nd Ed GK Skills Reader Set_NS	19	2	\$19.84	\$39.67
9781942010432-NIK	Amplify CKLA 2nd Ed G4 Consumable Set	20	438	\$32.09	\$14,055.42
9798885763622-NIA	Amplify CKLA 2nd Ed G5 Teacher Kit_NS	21	3	\$720.36	\$2,161.08
9798885763639-NIK	Amplify CKLA G5 Complete Classroom Kit_NS	22	3	\$967.77	\$2,903.30
9798885763684-NIK	Amplify CKLA 2nd Ed G5 Consumable Set_NS	23	444	\$32.09	\$14,247.96
CK02029	CKLA GK Interactive Classroom Student License	24	77	\$0.00	\$0.00
CK02030	CKLA G1 Interactive Classroom Student License	25	76	\$0.00	\$0.00
CK02031	CKLA G2 Interactive Classroom Student License	26	86	\$0.00	\$0.00
CK02032	CKLA G3 Interactive Classroom Student License	27	80	\$0.00	\$0.00
CK02033	CKLA G4 Interactive Classroom Student License	28	73	\$0.00	\$0.00
CK02034	CKLA G5 Interactive Classroom Student License	29	74	\$0.00	\$0.00
CK05089	CKLA 2nd Ed GK Dig Exp Teacher License_NS	30	3	\$0.00	\$0.00
CK05090	CKLA 2nd Ed G1 Dig Exp Teacher License_NS	31	4	\$0.00	\$0.00
CK05091	CKLA 2nd Ed G2 Dig Exp Teacher License_NS	32	4	\$0.00	\$0.00
CK05092	CKLA 2nd Ed G3 Dig Exp Teacher License_NS	33	3	\$0.00	\$0.00
CK05093	CKLA 2nd Ed G4 Dig Exp Teacher License_NS	34	3	\$0.00	\$0.00
CK05094	CKLA 2nd Ed G5 Dig Exp Teacher License_NS	35	3	\$0.00	\$0.00
CKLAMasterBundl eSH	Amplify Shipping and Handling CKLA Physical Items	36	1	\$0.00	\$0.00

Invoice Payment Options: [Ordering Support](#)



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P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

Subtotal	\$136,835.12
Discount	
Tax Total (%)	\$0.00
Total	\$136,835.12



## Price Quote

### Amplify

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

Quote #: Q-224687-1  
Date: 4/4/2023  
Expires On: 5/4/2023

### Customer Contact Information

Michele Niece  
Mehlville School District R9  
(314) 467-5000  
mniece@mehlvilleschooldistrict.net

### Amplify Contact Information

Erin Williams  
Account Executive - IL/MO  
erwilliams@amplify.com

Bernard MS  
6 Years Digital, 6 Years Print

### Bernard MS

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Desmos Math G6 Blended Package - 6yr (2023-2029)	200.00	\$150.00	\$30,000.00
Desmos Math G7 Blended Package - 6yr (2023-2029)	230.00	\$150.00	\$34,500.00
Desmos Math G8 Blended Package - 6yr (2023-2029)	190.00	\$150.00	\$28,500.00
TOTAL			\$93,000.00

### Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$6,696.00	\$6,696.00

GRAND TOTAL \$99,696.00

### Notes

\*This Quote includes Desmos Math 6–A1 materials. Please note that Desmos Math 6–A1 digital and print materials will not be fulfilled after the 2024-2025 school year. Materials scheduled for delivery after the 2024–2025 school year will be fulfilled with the corresponding upgraded Amplify Desmos Math materials. Desmos Math 6–A1 will not be available for implementation after the 2024-2025 school year.

### 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 06/30/2029.
- 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](https://www.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](https://www.amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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](http://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-224690-1  
Date: 4/4/2023  
Expires On: 5/4/2023

#### Customer Contact Information

Michele Niece  
Mehlville School District R9  
(314) 467-5000  
mniece@mehlilleschooldistrict.net

#### Amplify Contact Information

Erin Williams  
Account Executive - IL/MO  
erwilliams@amplify.com

Buerkle MS  
6 Years Digital, 6 Years Print

#### Buerkle MS

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Desmos Math G6 Blended Package - 6yr (2023-2029)	215.00	\$150.00	\$32,250.00
Desmos Math G7 Blended Package - 6yr (2023-2029)	200.00	\$150.00	\$30,000.00
Desmos Math G8 Blended Package - 6yr (2023-2029)	195.00	\$150.00	\$29,250.00
TOTAL			\$91,500.00

#### Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$6,588.00	\$6,588.00

GRAND TOTAL \$98,088.00

#### Notes

\*This Quote includes Desmos Math 6–A1 materials. Please note that Desmos Math 6–A1 digital and print materials will not be fulfilled after the 2024-2025 school year. Materials scheduled for delivery after the 2024–2025 school year will be fulfilled with the corresponding upgraded Amplify Desmos Math materials. Desmos Math 6–A1 will not be available for implementation after the 2024-2025 school year.

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**License and Services Term:**

- Licenses: 07/01/2023 until 06/30/2029.
- 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

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**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:**

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**If submitting your order via credit card:**

- Please email [Accountsreceivable@amplify.com](mailto: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.

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This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](http://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-224689-1  
Date: 4/4/2023  
Expires On: 5/4/2023

### Customer Contact Information

Michele Niece  
Mehlville School District R9  
(314) 467-5000  
mniece@mehlvilleschooldistrict.net

### Amplify Contact Information

Erin Williams  
Account Executive - IL/MO  
erwilliams@amplify.com

Oakville MS  
6 Years Digital, 6 Years Print

### Oakville MS

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Desmos Math G6 Blended Package - 6yr (2023-2029)	220.00	\$150.00	\$33,000.00
Desmos Math G7 Blended Package - 6yr (2023-2029)	235.00	\$150.00	\$35,250.00
Desmos Math G8 Blended Package - 6yr (2023-2029)	185.00	\$150.00	\$27,750.00
TOTAL			\$96,000.00

### Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$6,912.00	\$6,912.00

GRAND TOTAL \$102,912.00

### Notes

\*This Quote includes Desmos Math 6–A1 materials. Please note that Desmos Math 6–A1 digital and print materials will not be fulfilled after the 2024-2025 school year. Materials scheduled for delivery after the 2024–2025 school year will be fulfilled with the corresponding upgraded Amplify Desmos Math materials. Desmos Math 6–A1 will not be available for implementation after the 2024-2025 school year.

### 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 06/30/2029.
- 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](http://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](http://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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](http://amplify.com/ordering-support).**



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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.

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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>.

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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-224688-1  
Date: 4/4/2023  
Expires On: 5/4/2023

#### Customer Contact Information

Michele Niece  
Mehlville School District R9  
(314) 467-5000  
mniece@mehlvilleschooldistrict.net

#### Amplify Contact Information

Erin Williams  
Account Executive - IL/MO  
erwilliams@amplify.com

Washington MS  
6 Years Digital, 6 Years Print

#### Washington MS

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Desmos Math G6 Blended Package - 6yr (2023-2029)	155.00	\$150.00	\$23,250.00
Desmos Math G7 Blended Package - 6yr (2023-2029)	155.00	\$150.00	\$23,250.00
Desmos Math G8 Blended Package - 6yr (2023-2029)	120.00	\$150.00	\$18,000.00
TOTAL			\$64,500.00

#### Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$4,644.00	\$4,644.00

GRAND TOTAL \$69,144.00

#### Notes

\*This Quote includes Desmos Math 6–A1 materials. Please note that Desmos Math 6–A1 digital and print materials will not be fulfilled after the 2024-2025 school year. Materials scheduled for delivery after the 2024–2025 school year will be fulfilled with the corresponding upgraded Amplify Desmos Math materials. Desmos Math 6–A1 will not be available for implementation after the 2024-2025 school year.

#### 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 06/30/2029.
- 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](https://www.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](https://www.amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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](http://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-361862-1  
Date: 4/15/2024  
Expires On: 7/31/2024

### Customer Contact Information

Amanda Zink  
Mehlville School District R9  
314-467-7831  
azink@msdr9.org

### Amplify Contact Information

Laura Hagen  
Account Executive, Sales-Missouri  
lhagen@amplify.com

### CKLA PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA Coaching Session (1 Day Onsite)	33.00	\$3,200.00	\$0.00	\$105,600.00
Amplify CKLA Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	5.00	\$3,200.00	\$0.00	\$16,000.00
TOTAL		\$6,400.00	\$0.00	\$121,600.00

### ELA PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA Coaching Session (1 Day Onsite)	12.00	\$3,200.00	\$0.00	\$38,400.00
Amplify ELA Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	1.00	\$3,200.00	\$0.00	\$3,200.00
TOTAL		\$6,400.00	\$0.00	\$41,600.00

TOTAL DISCOUNT	\$0.00
GRAND TOTAL	\$163,200.00

### 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: 07/01/2024 until 06/30/2025.
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Special Terms:

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  - Expedited shipping is available at extra charge.
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  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

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- Please email [Accountsreceivable@amplify.com](mailto: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.

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## 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





Invoice

Amplify

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

Invoice #: IN-357575-1  
Date: 5/24/2024  
Due On: 6/23/2024

Customer Contact Information

Brian Smith  
Mehlville School District R9  
(314) 467-5000  
smithb@msdr9.org

Amplify Contact Information

Laura Hagen  
Account Executive, Sales-Missouri  
lhagen@amplify.com

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify CKLA Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	1.00	\$3,200.00	\$3,200.00
TOTAL		\$3,200.00	\$3,200.00

GRAND TOTAL \$3,200.00



## Invoice

### Amplify

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

Invoice #: IN-361862-1  
Date: 5/23/2024  
Due On: 6/22/2024

#### Customer Contact Information

Amanda Zink  
Mehlville School District R9  
314-467-7831  
azink@msdr9.org

#### Amplify Contact Information

Laura Hagen  
Account Executive, Sales-Missouri  
lhagen@amplify.com

#### Approved Payment Plan:

Payment 1 due Net 30: \$57,600.00

Payment 2 due no later than 7/31/2024: \$105,600.00

#### CKLA PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA Coaching Session (1 Day Onsite)	33.00	\$3,200.00	\$0.00	\$105,600.00
Amplify CKLA Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	5.00	\$3,200.00	\$0.00	\$16,000.00
TOTAL		\$6,400.00	\$0.00	\$121,600.00

#### ELA PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA Coaching Session (1 Day Onsite)	12.00	\$3,200.00	\$0.00	\$38,400.00
Amplify ELA Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	1.00	\$3,200.00	\$0.00	\$3,200.00
TOTAL		\$6,400.00	\$0.00	\$41,600.00

TOTAL DISCOUNT

\$0.00

GRAND TOTAL

\$163,200.00



## Price Quote

### Amplify

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

Quote #: Q-450192-1  
Date: 10/30/2024  
Expires On: 11/29/2024

### Customer Contact Information

Amanda Zink  
Mehlville School District R9  
314-467-7831  
azink@msdr9.org

### Amplify Contact Information

Laura Hagen  
Account Executive, Sales-Missouri  
lhagen@amplify.com

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA Coaching Session (1 Day Onsite)	3.00	\$3,200.00	\$9,600.00
TOTAL		\$3,200.00	\$9,600.00

GRAND TOTAL \$9,600.00

### 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: 07/01/2024 until 06/30/2025.
- 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](https://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](https://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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://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://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](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://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](https://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.

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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.

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

Amplify Education, Inc. - Confidential Information





55 Washington Street, Suite 800, Brooklyn, NY 11201-1071  
T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

Please remit your payment to:

\*\*\*We assess a 2.5% surcharge for credit and debit card payments. This surcharge is nonrefundable.\*\*\*

Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

**Bill To:**

Mehlville R-IX School District  
3120 Lemay Ferry Rd  
St Louis MO 63125-4416  
United States

**Contracted Customer:**

Oakville Middle School  
5950 Telegraph Rd  
Saint Louis MO 63129-4716  
United States

PO NUMBER:	25-1000-0383
<b>BILL NUMBER:</b>	<b>INV-270650</b>
CONTRACT:	PQ 240613-368999
BILL DATE:	7/8/2024
<b>SUBTOTAL:</b>	<b>\$96,124.01</b>
<b>SALES TAX:</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$96,124.01</b>
<b>AMOUNT DUE:</b>	<b>\$96,124.01</b>
DATE DUE:	8/7/2024

CUSTOMER ID	NAME	CURRENCY	TERMS	INVOICE NUMBER		
6128	Mehlville School District R9	USD	Net 30	INV-270650		
PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE	
9781636024578-NIK	Amplify CKLA 2nd Ed G2 Complete Consumable Set_NS	1	288	\$32.09	\$9,241.92	
9781636024936-NIK	Amplify CKLA 2nd Ed G1 Complete Consumable Set_NS	2	300	\$32.09	\$9,627.00	
9781639484904-NIK	Amplify CKLA 2nd Ed G3 Consumable Set_NS	3	258	\$32.09	\$8,279.22	
9781639487004-NIA	Amplify CKLA 2nd Ed GK Complete Teacher Kit_NS	4	3	\$2,285.28	\$6,855.84	
9781639487011-NIA	Amplify CKLA 2nd Ed G1 Complete Teacher Kit_NS	5	3	\$2,086.56	\$6,259.68	
9781639487028-NIA	Amplify CKLA 2nd Ed G2 Complete Teacher Kit_NS	6	3	\$1,987.20	\$5,961.60	
9781639487035-NIA	Amplify CKLA 2nd Ed G3 Teacher Kit	7	2	\$745.20	\$1,490.40	
9781639487042-NIA	Amplify CKLA 2nd Ed G4 Teacher Kit	8	3	\$695.52	\$2,086.56	
9781639487585-NIK	Amplify CKLA GK Complete Classroom Kit	9	3	\$694.53	\$2,083.58	
9781639487592-NIK	Amplify CKLA G1 Complete Classroom Kit	10	3	\$396.45	\$1,189.34	
9781639487608-NIK	Amplify CKLA G2 Complete Classroom Kit	11	3	\$893.25	\$2,679.74	
9781639487615-NIK	Amplify CKLA G3 Complete Classroom Kit	12	2	\$1,241.01	\$2,482.01	
9781639487622-NIK	Amplify CKLA G4 Complete Classroom Kit	13	3	\$793.89	\$2,381.66	

Invoice Payment Options: [Ordering Support](#)



55 Washington Street, Suite 800, Brooklyn, NY 11201-1071  
T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

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Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781643836768-NIK	Amplify CKLA 2nd Ed GK Complete Consumable Set_NS	14	300	\$32.09	\$9,627.00
9781683911531-NIA	Amplify CKLA GK Trade Book Collection	15	3	\$84.46	\$253.37
9781683911548-NIA	Amplify CKLA G1 Trade Book Collection	16	3	\$84.46	\$253.37
9781683911555-NIA	Amplify CKLA G2 Trade Book Collection	17	3	\$94.39	\$283.18
9781942010432-NIK	Amplify CKLA 2nd Ed G4 Consumable Set	18	318	\$32.09	\$10,204.62
9798885763622-NIA	Amplify CKLA 2nd Ed G5 Teacher Kit_NS	19	3	\$720.36	\$2,161.08
9798885763639-NIK	Amplify CKLA G5 Complete Classroom Kit_NS	20	3	\$967.77	\$2,903.30
9798885763684-NIK	Amplify CKLA 2nd Ed G5 Consumable Set_NS	21	306	\$32.09	\$9,819.54
CK02029	CKLA GK Interactive Classroom Student License	22	50	\$0.00	\$0.00
CK02030	CKLA G1 Interactive Classroom Student License	23	50	\$0.00	\$0.00
CK02031	CKLA G2 Interactive Classroom Student License	24	48	\$0.00	\$0.00
CK02032	CKLA G3 Interactive Classroom Student License	25	43	\$0.00	\$0.00
CK02033	CKLA G4 Interactive Classroom Student License	26	53	\$0.00	\$0.00
CK02034	CKLA G5 Interactive Classroom Student License	27	51	\$0.00	\$0.00
CK05089	CKLA 2nd Ed GK Dig Exp Teacher License_NS	28	3	\$0.00	\$0.00
CK05090	CKLA 2nd Ed G1 Dig Exp Teacher License_NS	29	3	\$0.00	\$0.00
CK05091	CKLA 2nd Ed G2 Dig Exp Teacher License_NS	30	3	\$0.00	\$0.00
CK05092	CKLA 2nd Ed G3 Dig Exp Teacher License_NS	31	2	\$0.00	\$0.00
CK05093	CKLA 2nd Ed G4 Dig Exp Teacher License_NS	32	3	\$0.00	\$0.00
CK05094	CKLA 2nd Ed G5 Dig Exp Teacher License_NS	33	3	\$0.00	\$0.00
CKLAMasterBundleSH	Amplify Shipping and Handling CKLA Physical Items	34	1	\$0.00	\$0.00



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Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

Subtotal	\$96,124.01
Discount	
Tax Total (%)	\$0.00
Total	\$96,124.01



55 Washington Street, Suite 800, Brooklyn, NY 11201-1071  
T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

Please remit your payment to:

\*\*\*We assess a 2.5% surcharge for credit and debit card payments. This surcharge is nonrefundable.\*\*\*

Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

**Bill To:**

Mehlville R-IX School District  
3120 Lemay Ferry Rd  
St Louis MO 63125-4416  
United States

**Contracted Customer:**

Oakville Middle School  
5950 Telegraph Rd  
Saint Louis MO 63129-4716  
United States

PO NUMBER:	25-1000-0380
<b>BILL NUMBER:</b>	<b>INV-270651</b>
CONTRACT:	PQ 240613-369000
BILL DATE:	7/1/2024
<b>SUBTOTAL:</b>	<b>\$169,703.33</b>
<b>SALES TAX:</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$169,703.33</b>
<b>AMOUNT DUE:</b>	<b>\$169,703.33</b>
DATE DUE:	7/31/2024

CUSTOMER ID	NAME	CURRENCY	TERMS	INVOICE NUMBER	
6128	Mehlville School District R9	USD	Net 30	INV-270651	
PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781636024578-NIK	Amplify CKLA 2nd Ed G2 Complete Consumable Set_NS	1	594	\$32.09	\$19,061.46
9781636024936-NIK	Amplify CKLA 2nd Ed G1 Complete Consumable Set_NS	2	570	\$32.09	\$18,291.30
9781639484904-NIK	Amplify CKLA 2nd Ed G3 Consumable Set_NS	3	726	\$32.09	\$23,297.34
9781639487004-NIA	Amplify CKLA 2nd Ed GK Complete Teacher Kit_NS	4	4	\$2,285.28	\$9,141.12
9781639487011-NIA	Amplify CKLA 2nd Ed G1 Complete Teacher Kit_NS	5	4	\$2,086.56	\$8,346.24
9781639487028-NIA	Amplify CKLA 2nd Ed G2 Complete Teacher Kit_NS	6	4	\$1,987.20	\$7,948.80
9781639487035-NIA	Amplify CKLA 2nd Ed G3 Teacher Kit	7	5	\$745.20	\$3,726.00
9781639487042-NIA	Amplify CKLA 2nd Ed G4 Teacher Kit	8	4	\$695.52	\$2,782.08
9781639487585-NIK	Amplify CKLA GK Complete Classroom Kit	9	4	\$694.53	\$2,778.11
9781639487592-NIK	Amplify CKLA G1 Complete Classroom Kit	10	4	\$396.45	\$1,585.79
9781639487608-NIK	Amplify CKLA G2 Complete Classroom Kit	11	4	\$893.25	\$3,572.99
9781639487615-NIK	Amplify CKLA G3 Complete Classroom Kit	12	5	\$1,241.01	\$6,205.03
9781639487622-NIK	Amplify CKLA G4 Complete Classroom Kit	13	4	\$793.89	\$3,175.55

Invoice Payment Options: [Ordering Support](#)





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T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

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Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781643836768-NIK	Amplify CKLA 2nd Ed GK Complete Consumable Set_NS	14	534	\$32.09	\$17,136.06
9781683911531-NIA	Amplify CKLA GK Trade Book Collection	15	4	\$84.46	\$337.82
9781683911548-NIA	Amplify CKLA G1 Trade Book Collection	16	4	\$84.46	\$337.82
9781683911555-NIA	Amplify CKLA G2 Trade Book Collection	17	4	\$94.39	\$377.57
9781942010432-NIK	Amplify CKLA 2nd Ed G4 Consumable Set	18	534	\$32.09	\$17,136.06
9798885763622-NIA	Amplify CKLA 2nd Ed G5 Teacher Kit_NS	19	4	\$720.36	\$2,881.44
9798885763639-NIK	Amplify CKLA G5 Complete Classroom Kit_NS	20	4	\$967.77	\$3,871.07
9798885763684-NIK	Amplify CKLA 2nd Ed G5 Consumable Set_NS	21	552	\$32.09	\$17,713.68
CK02029	CKLA GK Interactive Classroom Student License	22	89	\$0.00	\$0.00
CK02030	CKLA G1 Interactive Classroom Student License	23	95	\$0.00	\$0.00
CK02031	CKLA G2 Interactive Classroom Student License	24	99	\$0.00	\$0.00
CK02032	CKLA G3 Interactive Classroom Student License	25	121	\$0.00	\$0.00
CK02033	CKLA G4 Interactive Classroom Student License	26	89	\$0.00	\$0.00
CK02034	CKLA G5 Interactive Classroom Student License	27	92	\$0.00	\$0.00
CK05089	CKLA 2nd Ed GK Dig Exp Teacher License_NS	28	4	\$0.00	\$0.00
CK05090	CKLA 2nd Ed G1 Dig Exp Teacher License_NS	29	4	\$0.00	\$0.00
CK05091	CKLA 2nd Ed G2 Dig Exp Teacher License_NS	30	4	\$0.00	\$0.00
CK05092	CKLA 2nd Ed G3 Dig Exp Teacher License_NS	31	5	\$0.00	\$0.00
CK05093	CKLA 2nd Ed G4 Dig Exp Teacher License_NS	32	4	\$0.00	\$0.00
CK05094	CKLA 2nd Ed G5 Dig Exp Teacher License_NS	33	4	\$0.00	\$0.00
CKLAMasterBundleSH	Amplify Shipping and Handling CKLA Physical Items	34	1	\$0.00	\$0.00



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T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

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Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

Subtotal	\$169,703.33
Discount	
Tax Total (%)	\$0.00
Total	\$169,703.33

Amplify.

Amplify

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

110 1111 6431 4070 05331 1

Blades

Price Quote

Quote #:  
Date:  
Expires On:

Q-391138-1  
6/17/2024  
7/17/2024

Customer Contact Information

Janet Altmann  
Mehlville School District R9  
314-467-5155  
altmannj@msdr9.org

Amplify Contact Information

Laura Hagen  
Account Executive, Sales-Missouri  
lhagen@amplify.com

Blades ES

CKLA: 6 Year Teacher Digital, 6 Year Student Digital, 6 Year Student Print

Total  
135,030.49

Grade K

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption GK Complete Classroom Bundle_NS - 6yr (2024-2030)	978-1-63948-748-6	\$3,238.92	0	3	\$777.34	\$8,939.42
Amplify CKLA 2nd Ed GK Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-64383-676-8	\$41.04	0	456	\$4,081.20	\$14,633.04
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-349-6	\$540.00	3	0	\$1,620.00	\$0.00
CKLA GK Dig Exp Student License - 6yr (2024-2030)	978-1-63602-343-4	\$126.00	0	76	\$9,576.00	\$0.00
Amplify CKLA GK Trade Book Collection	978-1-68391-153-1	\$91.80	0	3	\$22.03	\$253.37
Amplify CKLA 2nd Ed GK Skills Reader Set_NS	978-1-68391-787-8	\$21.56	0	1	\$1.72	\$19.84
TOTAL					\$16,078.29	\$23,845.67

**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G1 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-753-0	\$2,698.92	0	4	\$863.65	\$9,932.03
Amplify CKLA 2nd Ed G1 Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63602-493-6	\$41.04	0	450	\$4,027.50	\$14,440.50
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-350-2	\$540.00	4	0	\$2,160.00	\$0.00
CKLA G1 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-344-1	\$126.00	0	75	\$9,450.00	\$0.00
Amplify CKLA G1 Trade Book Collection	978-1-68391-154-8	\$91.80	0	4	\$29.38	\$337.82
<b>TOTAL</b>					\$16,530.53	\$24,710.35

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G2 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-754-7	\$3,130.92	0	3	\$751.42	\$8,641.34
Amplify CKLA 2nd Ed G2 Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63602-457-8	\$41.04	0	438	\$3,920.10	\$14,055.42
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-351-9	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G2 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-345-8	\$126.00	0	73	\$9,198.00	\$0.00
Amplify CKLA G2 Trade Book Collection	978-1-68391-155-5	\$102.60	0	3	\$24.62	\$283.18
<b>TOTAL</b>					\$15,514.14	\$22,979.94

**Grade 3**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G3 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-755-4	\$2,158.92	0	4	\$690.85	\$7,944.83



PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed G3 Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63948-490-4	\$41.04	0	504	\$4,510.80	\$16,173.36
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-352-6	\$540.00	4	0	\$2,160.00	\$0.00
CKLA G3 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-346-5	\$126.00	0	84	\$10,584.00	\$0.00
TOTAL					\$17,945.65	\$24,118.19

#### Grade 4

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G4 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-756-1	\$1,618.92	0	3	\$388.54	\$4,468.22
Amplify CKLA 2nd Ed G4 Consumable Set Total Qty over 6yrs (2024-2030)	978-1-942010-43-2	\$41.04	0	444	\$3,973.80	\$14,247.96
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-353-3	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G4 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-347-2	\$126.00	0	74	\$9,324.00	\$0.00
TOTAL					\$15,306.34	\$18,716.18

#### Grade 5

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G5 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-757-8	\$1,834.92	0	3	\$440.38	\$5,064.38
Amplify CKLA 2nd Ed G5 Consumable Set_NS Total Qty over 6yrs (2024-2030)	979-8-88576-368-4	\$41.04	0	486	\$4,349.70	\$15,595.74
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-354-0	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G5 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-348-9	\$126.00	0	81	\$10,206.00	\$0.00
TOTAL					\$16,616.08	\$20,660.12

TOTAL DISCOUNT  
GRAND TOTAL

\$97,991.03  
\$135,030.45

#### 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: 07/01/2024 until 06/30/2030.
- 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.

#### Quote Special Terms

##### CKLA Dig Exp Included with Consumables

Please note that the above pricing reflects the receipt of one Student Digital Experience License included with every purchase of a student print consumable set for CKLA products.

##### Free-with-Order Digital Experience License

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order in proportion to the purchase of 25 Student Digital Experiences Licenses per grade level in K-5.

##### Free-with-Order Teacher Digital Experience License with Kit

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order with the purchase of a Classroom Kit for the duration of the adoption. License duration shown appended to Classroom Kits.

##### Promotional Pricing

Please note that the pricing above reflects current promotional pricing. For additional information around promotional pricing, please contact your Account Executive.

#### How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit [amplify.com/ordering-support](https://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](https://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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://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://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](https://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](https://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](https://www.amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://www.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](https://www.amplify.com/customer-privacy) 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](https://www.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](https://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 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

Amplify.

Amplify

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

110 1111 6431 4080 00331 1  
Order Price Quote

Quote #: Q-391213-1  
Date: 6/17/2024  
Expires On: 7/17/2024

Customer Contact Information

Janet Altmann  
Mehlville School District R9  
314-467-5155  
altmannj@msdr9.org

Amplify Contact Information

Laura Hagen  
Account Executive, Sales-Missouri  
lhagen@amplify.com

Order ES

CKLA: 6 Year Teacher Digital, 6 Year Student Digital, 6 Year Student Print

Total  
123,051.03

Grade K

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption GK Complete Classroom Bundle_NS - 6yr (2024-2030)	978-1-63948-748-6	\$3,238.92	0	3	\$777.34	\$8,939.42
Amplify CKLA 2nd Ed GK Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-64383-676-8	\$41.04	0	414	\$3,705.30	\$13,285.26
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-349-6	\$540.00	3	0	\$1,620.00	\$0.00
CKLA GK Dig Exp Student License - 6yr (2024-2030)	978-1-63602-343-4	\$126.00	0	69	\$8,694.00	\$0.00
Amplify CKLA GK Trade Book Collection	978-1-68391-153-1	\$91.80	0	3	\$22.03	\$253.37
TOTAL					\$14,818.67	\$22,478.05

Grade 1

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G1 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-753-0	\$2,698.92	0	3	\$647.74	\$7,449.02

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed G1 Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63602-493-6	\$41.04	0	438	\$3,920.10	\$14,055.42
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-350-2	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G1 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-344-1	\$126.00	0	73	\$9,198.00	\$0.00
Amplify CKLA G1 Trade Book Collection	978-1-68391-154-8	\$91.80	0	3	\$22.03	\$253.37
<b>TOTAL</b>					<b>\$15,407.87</b>	<b>\$21,757.81</b>

#### Grade 2

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G2 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-754-7	\$3,130.92	0	3	\$751.42	\$8,641.34
Amplify CKLA 2nd Ed G2 Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63602-457-8	\$41.04	0	456	\$4,081.20	\$14,633.04
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-351-9	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G2 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-345-8	\$126.00	0	76	\$9,576.00	\$0.00
Amplify CKLA G2 Trade Book Collection	978-1-68391-155-5	\$102.60	0	3	\$24.62	\$283.18
Amplify CKLA 2nd Ed G2 Skills Reader Set_NS	978-1-63602-442-4	\$25.88	0	1	\$2.07	\$23.81
<b>TOTAL</b>					<b>\$16,055.31</b>	<b>\$23,581.37</b>

#### Grade 3

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G3 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-755-4	\$2,158.92	0	3	\$518.14	\$5,958.62

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed G3 Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1- 63948- 490-4	\$41.04	0	348	\$3,114.60	\$11,167.32
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1- 63602- 352-6	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G3 Dig Exp Student License - 6yr (2024- 2030)	978-1- 63602- 346-5	\$126.00	0	58	\$7,308.00	\$0.00
TOTAL					\$12,560.74	\$17,125.94

#### Grade 4

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G4 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1- 63948- 756-1	\$1,618.92	0	3	\$388.54	\$4,468.22
Amplify CKLA 2nd Ed G4 Consumable Set Total Qty over 6yrs (2024-2030)	978-1- 942010- 43-2	\$41.04	0	474	\$4,242.30	\$15,210.66
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1- 63602- 353-3	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G4 Dig Exp Student License - 6yr (2024- 2030)	978-1- 63602- 347-2	\$126.00	0	79	\$9,954.00	\$0.00
Amplify CKLA 2nd Ed G4 Reader Set	978-1- 68391- 224-8	\$21.56	0	4	\$6.90	\$79.34
TOTAL					\$16,211.74	\$19,758.22

#### Grade 5

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G5 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1- 63948- 757-8	\$1,834.92	0	3	\$440.38	\$5,064.38
Amplify CKLA 2nd Ed G5 Consumable Set_NS Total Qty over 6yrs (2024-2030)	979-8- 88576- 368-4	\$41.04	0	414	\$3,705.30	\$13,285.26
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1- 63602- 354-0	\$540.00	3	0	\$1,620.00	\$0.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA G5 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-348-9	\$126.00	0	69	\$8,694.00	\$0.00
TOTAL					\$14,459.68	\$18,349.64

TOTAL DISCOUNT  
GRAND TOTAL

\$89,514.01

**\$123,051.03**

#### 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: 07/01/2024 until 06/30/2030.
- 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.

#### Quote Special Terms

##### CKLA Dig Exp Included with Consumables

Please note that the above pricing reflects the receipt of one Student Digital Experience License included with every purchase of a student print consumable set for CKLA products.

##### Free-with-Order Digital Experience License

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order in proportion to the purchase of 25 Student Digital Experiences Licenses per grade level in K-5.

##### Free-with-Order Teacher Digital Experience License with Kit

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order with the purchase of a Classroom Kit for the duration of the adoption. License duration shown appended to Classroom Kits.



#### Promotional Pricing

Please note that the pricing above reflects current promotional pricing. For additional information around promotional pricing, please contact your Account Executive.

### How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit [amplify.com/ordering-support](https://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](https://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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://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://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](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://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](https://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](https://www.amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://www.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](https://www.amplify.com/customer-privacy) 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](https://www.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](https://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 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



## Price Quote

### Amplify

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

Quote #: Q-360657-1  
Date: 4/5/2024  
Expires On: 5/5/2024

### Customer Contact Information

Amanda Zink  
Mehlville School District R9  
314-467-7831  
azink@msdr9.org

### Amplify Contact Information

Laura Hagen  
Account Executive, Sales-Missouri  
lhagen@amplify.com

### CKLA PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify CKLA PK OR K-2 OR 3-5 Initial Training for Teachers (1 Day Onsite)	8.00	\$3,200.00	\$25,600.00
Amplify CKLA K-2 OR 3-5 Program Overview for Teachers (1/2 Day Onsite)	2.00	\$2,500.00	\$5,000.00
TOTAL		\$5,700.00	\$30,600.00

### ELA PD

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA Initial Training for Teachers (1 Day Onsite)	2.00	\$3,200.00	\$6,400.00
Amplify ELA Program Overview for Teachers (1/2 Day Onsite)	1.00	\$2,500.00	\$2,500.00
TOTAL		\$5,700.00	\$8,900.00

GRAND TOTAL \$39,500.00

### 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: 07/01/2024 until 06/30/2025.
- 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](https://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](https://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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://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://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](#)).

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

Amplify Education, Inc. - Confidential Information

110 1111 6431 5030 00331 1

Amplify.

mosaic Price Quote

Amplify

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

Quote #: Q-391371-1  
 Date: 6/17/2024  
 Expires On: 7/17/2024

## Customer Contact Information

Janet Altmann  
 Mehlville School District R9  
 314-467-5155  
 altmannj@msdr9.org

## Amplify Contact Information

Laura Hagen  
 Account Executive, Sales-Missouri  
 lhagen@amplify.com

## Mosaic ES

CKLA: 6 Year Teacher Digital, 6 Year Student Digital, 6 Year Student Print

Total

80,631.62

## Grade K

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption GK Complete Classroom Bundle_NS - 6yr (2024-2030)	978-1-63948-748-6	\$3,238.92	0	2	\$518.23	\$5,959.61
Amplify CKLA 2nd Ed GK Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-64383-676-8	\$41.04	0	294	\$2,631.30	\$9,434.46
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-349-6	\$540.00	2	0	\$1,080.00	\$0.00
CKLA GK Dig Exp Student License - 6yr (2024-2030)	978-1-63602-343-4	\$126.00	0	49	\$6,174.00	\$0.00
Amplify CKLA GK Trade Book Collection	978-1-68391-153-1	\$91.80	0	2	\$14.69	\$168.91
TOTAL					\$10,418.22	\$15,562.98

## Grade 1

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G1 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-753-0	\$2,698.92	0	2	\$431.83	\$4,966.01



PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed G1 Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63602-493-6	\$41.04	0	294	\$2,631.30	\$9,434.46
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-350-2	\$540.00	2	0	\$1,080.00	\$0.00
CKLA G1 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-344-1	\$126.00	0	49	\$6,174.00	\$0.00
Amplify CKLA G1 Trade Book Collection	978-1-68391-154-8	\$91.80	0	2	\$14.69	\$168.91
<b>TOTAL</b>					\$10,331.82	\$14,569.38

#### Grade 2

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G2 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-754-7	\$3,130.92	0	2	\$500.95	\$5,760.89
Amplify CKLA 2nd Ed G2 Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63602-457-8	\$41.04	0	282	\$2,523.90	\$9,049.38
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-351-9	\$540.00	2	0	\$1,080.00	\$0.00
CKLA G2 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-345-8	\$126.00	0	47	\$5,922.00	\$0.00
Amplify CKLA G2 Trade Book Collection	978-1-68391-155-5	\$102.60	0	2	\$16.42	\$188.78
<b>TOTAL</b>					\$10,043.27	\$14,999.05

#### Grade 3

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G3 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-755-4	\$2,158.92	0	2	\$345.43	\$3,972.41
Amplify CKLA 2nd Ed G3 Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63948-490-4	\$41.04	0	282	\$2,523.90	\$9,049.38

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1- 63602- 352-6	\$540.00	2	0	\$1,080.00	\$0.00
CKLA G3 Dig Exp Student License - 6yr (2024- 2030)	978-1- 63602- 346-5	\$126.00	0	47	\$5,922.00	\$0.00
TOTAL					\$9,871.33	\$13,021.79

#### Grade 4

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G4 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1- 63948- 756-1	\$1,618.92	0	2	\$259.03	\$2,978.81
Amplify CKLA 2nd Ed G4 Consumable Set Total Qty over 6yrs (2024-2030)	978-1- 942010- 43-2	\$41.04	0	252	\$2,255.40	\$8,086.68
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1- 63602- 353-3	\$540.00	2	0	\$1,080.00	\$0.00
CKLA G4 Dig Exp Student License - 6yr (2024- 2030)	978-1- 63602- 347-2	\$126.00	0	42	\$5,292.00	\$0.00
TOTAL					\$8,886.43	\$11,065.49

#### Grade 5

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G5 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1- 63948- 757-8	\$1,834.92	0	2	\$293.59	\$3,376.25
Amplify CKLA 2nd Ed G5 Consumable Set_NS Total Qty over 6yrs (2024-2030)	979-8- 88576- 368-4	\$41.04	0	252	\$2,255.40	\$8,086.68
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1- 63602- 354-0	\$540.00	2	0	\$1,080.00	\$0.00
CKLA G5 Dig Exp Student License - 6yr (2024- 2030)	978-1- 63602- 348-9	\$126.00	0	42	\$5,292.00	\$0.00
TOTAL					\$8,920.99	\$11,462.93

TOTAL DISCOUNT

\$58,472.06

GRAND TOTAL

\$80,681.62

### 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: 07/01/2024 until 06/30/2030.
- 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.

### Quote Special Terms

#### CKLA Dig Exp Included with Consumables

Please note that the above pricing reflects the receipt of one Student Digital Experience License included with every purchase of a student print consumable set for CKLA products.

#### Free-with-Order Digital Experience License

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order in proportion to the purchase of 25 Student Digital Experiences Licenses per grade level in K-5.

#### Free-with-Order Teacher Digital Experience License with Kit

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order with the purchase of a Classroom Kit for the duration of the adoption. License duration shown appended to Classroom Kits.

#### Promotional Pricing

Please note that the pricing above reflects current promotional pricing. For additional information around promotional pricing, please contact your Account Executive.

### How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit [amplify.com/ordering-support](http://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](https://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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://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://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](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://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

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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](https://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](#).

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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



55 Washington Street, Suite 800, Brooklyn, NY 11201-1071  
T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

Please remit your payment to:

\*\*\*We assess a 2.5% surcharge for credit and debit card payments. This surcharge is nonrefundable.\*\*\*

Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

**Bill To:**

Mehlville R-IX School District  
3120 Lemay Ferry Rd  
St Louis MO 63125-4416  
United States

**Contracted Customer:**

Oakville Middle School  
5950 Telegraph Rd  
Saint Louis MO 63129-4716  
United States

PO NUMBER:	25-1000-0379
<b>BILL NUMBER:</b>	<b>INV-270664</b>
CONTRACT:	PQ 240613-369013
BILL DATE:	7/1/2024
<b>SUBTOTAL:</b>	<b>\$125,791.25</b>
<b>SALES TAX:</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$125,791.25</b>
<b>AMOUNT DUE:</b>	<b>\$125,791.25</b>
DATE DUE:	7/31/2024

CUSTOMER ID		NAME	CURRENCY	TERMS	INVOICE NUMBER	
6128		Mehlville School District R9	USD	Net 30	INV-270664	
PRODUCT		SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781636024578-NIK		Amplify CKLA 2nd Ed G2 Complete Consumable Set_NS	1	438	\$32.09	\$14,055.42
9781636024936-NIK		Amplify CKLA 2nd Ed G1 Complete Consumable Set_NS	2	396	\$32.09	\$12,707.64
9781639484904-NIK		Amplify CKLA 2nd Ed G3 Consumable Set_NS	3	432	\$32.09	\$13,862.88
9781639487004-NIA		Amplify CKLA 2nd Ed GK Complete Teacher Kit_NS	4	3	\$2,285.28	\$6,855.84
9781639487011-NIA		Amplify CKLA 2nd Ed G1 Complete Teacher Kit_NS	5	3	\$2,086.56	\$6,259.68
9781639487028-NIA		Amplify CKLA 2nd Ed G2 Complete Teacher Kit_NS	6	3	\$1,987.20	\$5,961.60
9781639487035-NIA		Amplify CKLA 2nd Ed G3 Teacher Kit	7	3	\$745.20	\$2,235.60
9781639487042-NIA		Amplify CKLA 2nd Ed G4 Teacher Kit	8	3	\$695.52	\$2,086.56
9781639487585-NIK		Amplify CKLA GK Complete Classroom Kit	9	3	\$694.53	\$2,083.58
9781639487592-NIK		Amplify CKLA G1 Complete Classroom Kit	10	3	\$396.45	\$1,189.34
9781639487608-NIK		Amplify CKLA G2 Complete Classroom Kit	11	3	\$893.25	\$2,679.74
9781639487615-NIK		Amplify CKLA G3 Complete Classroom Kit	12	3	\$1,241.01	\$3,723.02
9781639487622-NIK		Amplify CKLA G4 Complete Classroom Kit	13	3	\$793.89	\$2,381.66

Invoice Payment Options: [Ordering Support](#)



55 Washington Street, Suite 800, Brooklyn, NY 11201-1071  
T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

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Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781643836768-NIK	Amplify CKLA 2nd Ed GK Complete Consumable Set_NS	14	360	\$32.09	\$11,552.40
9781683911531-NIA	Amplify CKLA GK Trade Book Collection	15	3	\$84.46	\$253.37
9781683911548-NIA	Amplify CKLA G1 Trade Book Collection	16	3	\$84.46	\$253.37
9781683911555-NIA	Amplify CKLA G2 Trade Book Collection	17	3	\$94.39	\$283.18
9781942010432-NIK	Amplify CKLA 2nd Ed G4 Consumable Set	18	438	\$32.09	\$14,055.42
9798885763622-NIA	Amplify CKLA 2nd Ed G5 Teacher Kit_NS	19	4	\$720.36	\$2,881.44
9798885763639-NIK	Amplify CKLA G5 Complete Classroom Kit_NS	20	4	\$967.77	\$3,871.07
9798885763684-NIK	Amplify CKLA 2nd Ed G5 Consumable Set_NS	21	516	\$32.09	\$16,558.44
CK02029	CKLA GK Interactive Classroom Student License	22	60	\$0.00	\$0.00
CK02030	CKLA G1 Interactive Classroom Student License	23	66	\$0.00	\$0.00
CK02031	CKLA G2 Interactive Classroom Student License	24	73	\$0.00	\$0.00
CK02032	CKLA G3 Interactive Classroom Student License	25	72	\$0.00	\$0.00
CK02033	CKLA G4 Interactive Classroom Student License	26	73	\$0.00	\$0.00
CK02034	CKLA G5 Interactive Classroom Student License	27	86	\$0.00	\$0.00
CK05089	CKLA 2nd Ed GK Dig Exp Teacher License_NS	28	3	\$0.00	\$0.00
CK05090	CKLA 2nd Ed G1 Dig Exp Teacher License_NS	29	3	\$0.00	\$0.00
CK05091	CKLA 2nd Ed G2 Dig Exp Teacher License_NS	30	3	\$0.00	\$0.00
CK05092	CKLA 2nd Ed G3 Dig Exp Teacher License_NS	31	3	\$0.00	\$0.00
CK05093	CKLA 2nd Ed G4 Dig Exp Teacher License_NS	32	3	\$0.00	\$0.00
CK05094	CKLA 2nd Ed G5 Dig Exp Teacher License_NS	33	4	\$0.00	\$0.00
CKLAMasterBundleSH	Amplify Shipping and Handling CKLA Physical Items	34	1	\$0.00	\$0.00



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Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

Subtotal	\$125,791.25
Discount	
Tax Total (%)	\$0.00
Total	\$125,791.25



110 1111 6431 5048 053311

Amplify.

Amplify

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

Rogers

Quote #:  
 Date:  
 Expires On:

Price Quote

Q-391465-1

6/17/2024

7/17/2024

## Customer Contact Information

Janet Altmann  
 Mehlville School District R9  
 314-467-5155  
 altmannj@msdr9.org

## Amplify Contact Information

Laura Hagen  
 Account Executive, Sales-Missouri  
 lhagen@amplify.com

Rogers ES

CKLA: 6 Year Teacher Digital, 6 Year Student Digital, 6 Year Student Print

Total

122,765.13

## Grade K

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption GK Complete Classroom Bundle_NS - 6yr (2024-2030)	978-1-63948-748-6	\$3,238.92	0	3	\$777.34	\$8,939.42
Amplify CKLA 2nd Ed GK Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-64383-676-8	\$41.04	0	342	\$3,060.90	\$10,974.78
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-349-6	\$540.00	3	0	\$1,620.00	\$0.00
CKLA GK Dig Exp Student License - 6yr (2024-2030)	978-1-63602-343-4	\$126.00	0	57	\$7,182.00	\$0.00
Amplify CKLA GK Trade Book Collection	978-1-68391-153-1	\$91.80	0	3	\$22.03	\$253.37
TOTAL					\$12,662.27	\$20,167.57

## Grade 1

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G1 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-753-0	\$2,698.92	0	3	\$647.74	\$7,449.02

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed G1 Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63602-493-6	\$41.04	0	366	\$3,275.70	\$11,744.94
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-350-2	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G1 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-344-1	\$126.00	0	61	\$7,686.00	\$0.00
Amplify CKLA G1 Trade Book Collection	978-1-68391-154-8	\$91.80	0	3	\$22.03	\$253.37
<b>TOTAL</b>					<b>\$13,251.47</b>	<b>\$19,447.33</b>

## Grade 2

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G2 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-754-7	\$3,130.92	0	3	\$751.42	\$8,641.34
Amplify CKLA 2nd Ed G2 Complete Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63602-457-8	\$41.04	0	432	\$3,866.40	\$13,862.88
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1-63602-351-9	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G2 Dig Exp Student License - 6yr (2024-2030)	978-1-63602-345-8	\$126.00	0	72	\$9,072.00	\$0.00
Amplify CKLA G2 Trade Book Collection	978-1-68391-155-5	\$102.60	0	3	\$24.62	\$283.18
<b>TOTAL</b>					<b>\$15,334.44</b>	<b>\$22,787.40</b>

## Grade 3

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G3 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1-63948-755-4	\$2,158.92	0	3	\$518.14	\$5,958.62
Amplify CKLA 2nd Ed G3 Consumable Set_NS Total Qty over 6yrs (2024-2030)	978-1-63948-490-4	\$41.04	0	432	\$3,866.40	\$13,862.88

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1- 63602- 352-6	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G3 Dig Exp Student License - 6yr (2024- 2030)	978-1- 63602- 346-5	\$126.00	0	72	\$9,072.00	\$0.00
TOTAL					\$15,076.54	\$19,821.50

#### Grade 4

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G4 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1- 63948- 756-1	\$1,618.92	0	3	\$388.54	\$4,468.22
Amplify CKLA 2nd Ed G4 Consumable Set Total Qty over 6yrs (2024-2030)	978-1- 942010- 43-2	\$41.04	0	504	\$4,510.80	\$16,173.36
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1- 63602- 353-3	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G4 Dig Exp Student License - 6yr (2024- 2030)	978-1- 63602- 347-2	\$126.00	0	84	\$10,584.00	\$0.00
Amplify CKLA 2nd Ed G4 Reader Set	978-1- 68391- 224-8	\$21.56	0	9	\$15.52	\$178.52
TOTAL					\$17,118.86	\$20,820.10

#### Grade 5

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed Adoption G5 Complete Classroom Kit_NS - 6yr (2024-2030)	978-1- 63948- 757-8	\$1,834.92	0	3	\$440.38	\$5,064.38
Amplify CKLA 2nd Ed G5 Consumable Set_NS Total Qty over 6yrs (2024-2030)	979-8- 88576- 368-4	\$41.04	0	456	\$4,081.20	\$14,633.04
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 6yr (2024-2030)	978-1- 63602- 354-0	\$540.00	3	0	\$1,620.00	\$0.00
CKLA G5 Dig Exp Student License - 6yr (2024- 2030)	978-1- 63602- 348-9	\$126.00	0	76	\$9,576.00	\$0.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed G5 Reader Set_NS	979-8-88576-373-8	\$25.88	0	1	\$2.07	\$23.81
TOTAL					\$15,719.65	\$19,721.23

TOTAL DISCOUNT

\$89,163.23

GRAND TOTAL

\$122,765.13

#### 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>

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- 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.

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  - 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.

#### Quote Special Terms

##### CKLA Dig Exp Included with Consumables

Please note that the above pricing reflects the receipt of one Student Digital Experience License included with every purchase of a student print consumable set for CKLA products.

##### Free-with-Order Digital Experience License

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order in proportion to the purchase of 25 Student Digital Experiences Licenses per grade level in K-5.

##### Free-with-Order Teacher Digital Experience License with Kit

Please note that the above pricing reflects the receipt of one Elementary Teacher Digital Experience License free-with-order with the purchase of a Classroom Kit for the duration of the adoption. License duration shown appended to Classroom Kits.

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- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

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**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.
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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://amplify.com/ordering-support).**

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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).

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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

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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](https://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](https://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](https://amplify.com/customer-requirements).

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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!

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P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

**Bill To:**

Mehlville R-IX School District  
3120 Lemay Ferry Rd  
St Louis MO 63125-4416  
United States

**Contracted Customer:**

Oakville Middle School  
5950 Telegraph Rd  
Saint Louis MO 63129-4716  
United States

PO NUMBER:	25-1000-0387
<b>BILL NUMBER:</b>	<b>INV-270666</b>
CONTRACT:	PQ 240613-369017
BILL DATE:	7/1/2024
<b>SUBTOTAL:</b>	<b>\$120,252.32</b>
<b>SALES TAX:</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$120,252.32</b>
<b>AMOUNT DUE:</b>	<b>\$120,252.32</b>
DATE DUE:	7/31/2024

CUSTOMER ID	NAME	CURRENCY	TERMS	INVOICE NUMBER	
6128	Mehlville School District R9	USD	Net 30	INV-270666	
PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781636024578-NIK	Amplify CKLA 2nd Ed G2 Complete Consumable Set_NS	1	408	\$32.09	\$13,092.72
9781636024936-NIK	Amplify CKLA 2nd Ed G1 Complete Consumable Set_NS	2	408	\$32.09	\$13,092.72
9781639484904-NIK	Amplify CKLA 2nd Ed G3 Consumable Set_NS	3	432	\$32.09	\$13,862.88
9781639487004-NIA	Amplify CKLA 2nd Ed GK Complete Teacher Kit_NS	4	3	\$2,285.28	\$6,855.84
9781639487011-NIA	Amplify CKLA 2nd Ed G1 Complete Teacher Kit_NS	5	3	\$2,086.56	\$6,259.68
9781639487028-NIA	Amplify CKLA 2nd Ed G2 Complete Teacher Kit_NS	6	3	\$1,987.20	\$5,961.60
9781639487035-NIA	Amplify CKLA 2nd Ed G3 Teacher Kit	7	3	\$745.20	\$2,235.60
9781639487042-NIA	Amplify CKLA 2nd Ed G4 Teacher Kit	8	3	\$695.52	\$2,086.56
9781639487585-NIK	Amplify CKLA GK Complete Classroom Kit	9	3	\$694.53	\$2,083.58
9781639487592-NIK	Amplify CKLA G1 Complete Classroom Kit	10	3	\$396.45	\$1,189.34
9781639487608-NIK	Amplify CKLA G2 Complete Classroom Kit	11	3	\$893.25	\$2,679.74
9781639487615-NIK	Amplify CKLA G3 Complete Classroom Kit	12	3	\$1,241.01	\$3,723.02
9781639487622-NIK	Amplify CKLA G4 Complete Classroom Kit	13	3	\$793.89	\$2,381.66

Invoice Payment Options: [Ordering Support](#)



55 Washington Street, Suite 800, Brooklyn, NY 11201-1071  
T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

Please remit your payment to: \*\*\*We assess a 2.5% surcharge for credit and debit card payments. This surcharge is nonrefundable.\*\*\*

Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781643836768-NIK	Amplify CKLA 2nd Ed GK Complete Consumable Set_NS	14	432	\$32.09	\$13,862.88
9781683911531-NIA	Amplify CKLA GK Trade Book Collection	15	3	\$84.46	\$253.37
9781683911548-NIA	Amplify CKLA G1 Trade Book Collection	16	3	\$84.46	\$253.37
9781683911555-NIA	Amplify CKLA G2 Trade Book Collection	17	3	\$94.39	\$283.18
9781942010432-NIK	Amplify CKLA 2nd Ed G4 Consumable Set	18	336	\$32.09	\$10,782.24
9798885763622-NIA	Amplify CKLA 2nd Ed G5 Teacher Kit_NS	19	3	\$720.36	\$2,161.08
9798885763639-NIK	Amplify CKLA G5 Complete Classroom Kit_NS	20	3	\$967.77	\$2,903.30
9798885763684-NIK	Amplify CKLA 2nd Ed G5 Consumable Set_NS	21	444	\$32.09	\$14,247.96
CK02029	CKLA GK Interactive Classroom Student License	22	72	\$0.00	\$0.00
CK02030	CKLA G1 Interactive Classroom Student License	23	68	\$0.00	\$0.00
CK02031	CKLA G2 Interactive Classroom Student License	24	68	\$0.00	\$0.00
CK02032	CKLA G3 Interactive Classroom Student License	25	72	\$0.00	\$0.00
CK02033	CKLA G4 Interactive Classroom Student License	26	56	\$0.00	\$0.00
CK02034	CKLA G5 Interactive Classroom Student License	27	74	\$0.00	\$0.00
CK05089	CKLA 2nd Ed GK Dig Exp Teacher License_NS	28	3	\$0.00	\$0.00
CK05090	CKLA 2nd Ed G1 Dig Exp Teacher License_NS	29	3	\$0.00	\$0.00
CK05091	CKLA 2nd Ed G2 Dig Exp Teacher License_NS	30	3	\$0.00	\$0.00
CK05092	CKLA 2nd Ed G3 Dig Exp Teacher License_NS	31	3	\$0.00	\$0.00
CK05093	CKLA 2nd Ed G4 Dig Exp Teacher License_NS	32	3	\$0.00	\$0.00
CK05094	CKLA 2nd Ed G5 Dig Exp Teacher License_NS	33	3	\$0.00	\$0.00
CKLAMasterBundleSH	Amplify Shipping and Handling CKLA Physical Items	34	1	\$0.00	\$0.00





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Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

Subtotal	\$120,252.32
Discount	
Tax Total (%)	\$0.00
Total	\$120,252.32



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T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

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Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

**Bill To:**

Mehlville R-IX School District  
3120 Lemay Ferry Rd  
St Louis MO 63125-4416  
United States

**Contracted Customer:**

Oakville Middle School  
5950 Telegraph Rd  
Saint Louis MO 63129-4716  
United States

PO NUMBER:	25-1000-0385
<b>BILL NUMBER:</b>	<b>INV-270669</b>
CONTRACT:	PQ 240613-369020
BILL DATE:	7/1/2024
<b>SUBTOTAL:</b>	<b>\$126,412.59</b>
<b>SALES TAX:</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$126,412.59</b>
<b>AMOUNT DUE:</b>	<b>\$126,412.59</b>
DATE DUE:	7/31/2024

CUSTOMER ID	NAME	CURRENCY	TERMS	INVOICE NUMBER	
6128	Mehlville School District R9	USD	Net 30	INV-270669	
PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781636024578-NIK	Amplify CKLA 2nd Ed G2 Complete Consumable Set_NS	1	372	\$32.09	\$11,937.48
9781636024936-NIK	Amplify CKLA 2nd Ed G1 Complete Consumable Set_NS	2	408	\$32.09	\$13,092.72
9781639484904-NIK	Amplify CKLA 2nd Ed G3 Consumable Set_NS	3	456	\$32.09	\$14,633.04
9781639487004-NIA	Amplify CKLA 2nd Ed GK Complete Teacher Kit_NS	4	3	\$2,285.28	\$6,855.84
9781639487011-NIA	Amplify CKLA 2nd Ed G1 Complete Teacher Kit_NS	5	3	\$2,086.56	\$6,259.68
9781639487028-NIA	Amplify CKLA 2nd Ed G2 Complete Teacher Kit_NS	6	3	\$1,987.20	\$5,961.60
9781639487035-NIA	Amplify CKLA 2nd Ed G3 Teacher Kit	7	3	\$745.20	\$2,235.60
9781639487042-NIA	Amplify CKLA 2nd Ed G4 Teacher Kit	8	3	\$695.52	\$2,086.56
9781639487585-NIK	Amplify CKLA GK Complete Classroom Kit	9	3	\$694.53	\$2,083.58
9781639487592-NIK	Amplify CKLA G1 Complete Classroom Kit	10	3	\$396.45	\$1,189.34
9781639487608-NIK	Amplify CKLA G2 Complete Classroom Kit	11	3	\$893.25	\$2,679.74
9781639487615-NIK	Amplify CKLA G3 Complete Classroom Kit	12	3	\$1,241.01	\$3,723.02
9781639487622-NIK	Amplify CKLA G4 Complete Classroom Kit	13	3	\$793.89	\$2,381.66

Invoice Payment Options: [Ordering Support](#)



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Amplify Education, Inc  
P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781643836768-NIK	Amplify CKLA 2nd Ed GK Complete Consumable Set_NS	14	426	\$32.09	\$13,670.34
9781683911531-NIA	Amplify CKLA GK Trade Book Collection	15	3	\$84.46	\$253.37
9781683911548-NIA	Amplify CKLA G1 Trade Book Collection	16	3	\$84.46	\$253.37
9781683911555-NIA	Amplify CKLA G2 Trade Book Collection	17	3	\$94.39	\$283.18
9781683912231-NIK	Amplify CKLA 2nd Ed G3 Reader Set	18	1	\$43.72	\$43.72
9781942010432-NIK	Amplify CKLA 2nd Ed G4 Consumable Set	19	378	\$32.09	\$12,130.02
9798885763622-NIA	Amplify CKLA 2nd Ed G5 Teacher Kit_NS	20	4	\$720.36	\$2,881.44
9798885763639-NIK	Amplify CKLA G5 Complete Classroom Kit_NS	21	4	\$967.77	\$3,871.07
9798885763684-NIK	Amplify CKLA 2nd Ed G5 Consumable Set_NS	22	558	\$32.09	\$17,906.22
CK02029	CKLA GK Interactive Classroom Student License	23	71	\$0.00	\$0.00
CK02030	CKLA G1 Interactive Classroom Student License	24	68	\$0.00	\$0.00
CK02031	CKLA G2 Interactive Classroom Student License	25	62	\$0.00	\$0.00
CK02032	CKLA G3 Interactive Classroom Student License	26	76	\$0.00	\$0.00
CK02033	CKLA G4 Interactive Classroom Student License	27	63	\$0.00	\$0.00
CK02034	CKLA G5 Interactive Classroom Student License	28	93	\$0.00	\$0.00
CK05089	CKLA 2nd Ed GK Dig Exp Teacher License_NS	29	3	\$0.00	\$0.00
CK05090	CKLA 2nd Ed G1 Dig Exp Teacher License_NS	30	3	\$0.00	\$0.00
CK05091	CKLA 2nd Ed G2 Dig Exp Teacher License_NS	31	3	\$0.00	\$0.00
CK05092	CKLA 2nd Ed G3 Dig Exp Teacher License_NS	32	3	\$0.00	\$0.00
CK05093	CKLA 2nd Ed G4 Dig Exp Teacher License_NS	33	3	\$0.00	\$0.00
CK05094	CKLA 2nd Ed G5 Dig Exp Teacher License_NS	34	4	\$0.00	\$0.00
CKLAMasterBundl eSH	Amplify Shipping and Handling CKLA Physical Items	35	1	\$0.00	\$0.00



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T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

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P.O. Box 392294  
Pittsburgh, PA 15251-9294

For Period: 7/1/2024 - 6/30/2030

Subtotal	\$126,412.59
Discount	
Tax Total (%)	\$0.00
Total	\$126,412.59



## Price Quote

### Amplify

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

Quote #: Q-282472-3  
Date: 8/24/2023  
Expires On: 9/23/2023

### Customer Contact Information

Amanda Zink  
Mehlville School District R9  
314-467-7831  
azink@msdr9.org

### Amplify Contact Information

Erin Williams  
Account Executive - IL/MO  
erwilliams@amplify.com

#### Grade 6

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA G6 Teacher Blended Package (1yr license 2023-2024)	978-1-64383-043-8	1.00	\$180.00	\$180.00
Amplify ELA Student Text: Summer of the Mariposas (single paperback)	978-1-62-014010-9	85.00	\$8.10	\$688.50
TOTAL				\$868.50

#### Grade 7

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA G7 Teacher Blended Package (1yr license 2023-2024)	978-1-64383-078-0	3.00	\$180.00	\$540.00
Amplify ELA Student Text: A Raisin in the Sun (single paperback)	978-0679755333	255.00	\$5.95	\$1,517.25
TOTAL				\$2,057.25

#### Grade 8

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA G8 Teacher Blended Package (1yr license 2023-2024)	978-1-64383-113-8	2.00	\$180.00	\$360.00
Amplify ELA Student Text: Gris Grimly's Frankenstein (single paperback)	978-0-06-186298-4	170.00	\$7.55	\$1,283.50



PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
Amplify ELA Student Text: Narrative of the Life of Frederick Douglass reader (single paperback)	978-1-61700-762-0	170.00	\$3.00	\$510.00
TOTAL				\$2,153.50

#### S&H

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$457.13	\$457.13

GRAND TOTAL \$5,536.38

#### 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](http://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](https://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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://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://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](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://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](https://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](https://amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://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](https://amplify.com/customer-privacy) 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](https://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](https://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





## Price Quote

### Amplify

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

Quote #: Q-208543-1  
Date: 1/26/2023  
Expires On: 2/25/2023

### Customer Contact Information

Michele Niece  
Mehlville School District R9  
(314) 467-5000  
mniece@mehlvilleschooldistrict.net

### Amplify Contact Information

Erin Williams  
Account Executive - IL/MO  
erwilliams@amplify.com

#### Year 1- Launch 2023

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Desmos Math G6-Alg1 Program Overview for Teachers (1/2 Day Onsite)	2.00	\$2,500.00	\$5,000.00
TOTAL		\$2,500.00	\$5,000.00

#### Year 1- Strengthen 2023-2024

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Desmos Math G6-Alg1 Strengthen: Focus Training (1 Hour Remote)	3.00	\$350.00	\$1,050.00
Desmos Math G6-Alg1 Strengthen Training (1/2 Day Onsite)	2.00	\$2,500.00	\$5,000.00
TOTAL		\$2,850.00	\$6,050.00

#### Year 2- Strengthen 2024

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Desmos Math G6-Alg1 Strengthen Training (1/2 Day Onsite)	2.00	\$2,500.00	\$5,000.00
TOTAL		\$2,500.00	\$5,000.00

#### Year 2- Strengthen 2024-2025

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Desmos Math G6-Alg1 Strengthen Training (1/2 Day Onsite)	2.00	\$2,500.00	\$5,000.00
Desmos Math G6-Alg1 Strengthen: Focus Training (1 Hour Remote)	3.00	\$350.00	\$1,050.00
TOTAL		\$2,850.00	\$6,050.00

GRAND TOTAL

\$22,100.00

## 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 06/30/2025.
- 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](https://www.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](https://www.amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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](http://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](http://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-349503-1  
Date: 2/28/2024  
Expires On: 3/29/2024

### Customer Contact Information

Amanda Zink  
Mehlville School District R9  
314-467-7831  
azink@msdr9.org

### Amplify Contact Information

Laura Hagen  
Account Executive, Sales-Missouri  
lhagen@amplify.com

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify CKLA Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	4.00	\$3,200.00	\$12,800.00
Amplify CKLA Program Overview for Leaders (1/2 Day Onsite)	1.00	\$2,500.00	\$2,500.00
Amplify ELA Two 1/2 Day A.M./P.M. Sessions (1 Day Onsite)	1.00	\$3,200.00	\$3,200.00
Amplify ELA Program Overview for Leaders (1/2 Day Onsite)	1.00	\$2,500.00	\$2,500.00
TOTAL		\$11,400.00	\$21,000.00

GRAND TOTAL

\$21,000.00

### 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: 07/01/2024 until 06/30/2025.
- 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

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**Please include these three documents with your order:**

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

**If submitting a purchase order:**

To expedite your order, please visit [amplify.com/ordering-support](https://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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://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://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](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://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](https://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