148754 24.05

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:

Accounts Payable WEST JEFFERSON HILLS SCH DIST 830 Old Clairton Road Jefferson Hills PA 15025

United States

PO NUMBER: INV-281885 **BILL NUMBER:** PQ 240405-350194 CONTRACT: **BILL DATE:** \$12,773.60 SUBTOTAL: **SALES TAX:**

\$0.00 \$12,773.60

TOTAL: AMOUNT DUE:

\$12,773.60

8/28/2024

25000469

7/29/2024

DATE DUE:

Contracted Customer: Justin Liberatore

McClellan Elementary School 360 School Lane Pleasant Hills PA 15236 **United States**

CUSTOMER ID	NAME	CURRENCY	TERMS	INVO	ICE NUMBER
3981	West Jefferson Hills Sch Dist	USD	Net 30	II	NV-281885
PRODUCT	SERVICE/DESCRIPTION		SEQ#	QTY PRICE	TOTAL PRICE
9781640894907- NIA	Amplify Science MS Metabolism Kit		1	2 \$380.00	\$760.00
9781640895003- NIA	Amplify Science MS Force and Motion Kit		2	2 \$525.00	\$1,050.00
9781640895027- NIA	Amplify Science MS Force and Motion Engineerin	ng Internship	3	2 \$255.00	\$510.00
9781640895096- NIA	Amplify Science MS Plate Motion Kit		4	2 \$505.00	\$1,010.00
9781640895140- NIA	Amplify Science MS Plate Motion Engineering Int	ternship Kit	5	2 \$325.00	\$650.00
9781640895157- NIA	Amplify Science GK Physical Science Kit: Pushes a	and Pulls	6	2 \$925.00	\$1,850.00
9781640895171- NIA	Amplify Science G2 Physical Science Kit: Propertion	es of Materials	7	2 \$925.00	\$1,850.00
9781640895188- NIA	Amplify Science G3 Physical Science Kit: Balancin	g Forces	8	1 \$725.00	\$725.00
9781640895201- NIA	Amplify Science G4 Physical Science Kit: Waves, E Information	nergy, and	9	1 \$650.00	\$650.00
9781640895218- NIA	Amplify Science G5 Physical Science Klt: Modeling	g Matter	10	1 \$850.00	\$850.00
9781640895287- NIA	Amplify Science G1 Life Science Kit: Animal and P	lant Defenses	11	2 \$750.00	\$1,500.00
ASMasterBundleS H-ES	Amplify Shipping and Handling Science Elementa Physical Items	ry School	12	1 \$891.00	\$891.00
	Invoice Payment Op	tions: <u>Ordering Supp</u>	ert		1 of 2
					Total (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907) (1907)

AUG 0 1 2024 CV

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
ASMasterBundleS H-MS	and the same and t	13	1	\$ 477.60	\$477.60
				Subtotal Discount	\$12,773.60
				Total (%)	\$0.00
			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Total	12,773.60

Price Quote

Amplify

55 Washington Street, Suite 800 Brooklyn, NY 11201 Phone (800) 823-1969 Fax (646) 403-4700 Quote #: Date: Expires On: Q-403399-1 7/15/2024 8/14/2024

Customer Contact Information Bill Henderson West Jefferson Hills Sch Dist (412) 655-8450 bhenderson@wjhsd.net Amplify Contact Information Laura Soeder Account Executive (412) 848-8288 Isoeder@amplify.com

Pilot Kits

Kindergarten

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science GK Physical Science Kit: Pushes and Pulls	2.00	\$925.00	\$1,850.00
TOTAL		2.50	\$1,850.00

Grade 1

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G1 Life Science Kit: Animal and Plant Defenses	2.00	\$750.00	\$1,500.00
TOTAL			\$1,500.00

Grade 2

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G2 Physical Science Kit: Properties of Materials	2.00	\$925.00	\$1,850.00
TOTAL			\$1,850.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G3 Physical Science Kit: Balancing Forces	1.00	\$725.00	\$725.00
TOTAL			\$725.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G4 Physical Science Kit: Waves, Energy, and Information	1.00	\$650.00	\$650.00
TOTAL			\$650.00

Grade 5

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G5 Physical Science Kit: Modeling Matter	1.00	\$850.00	\$850.00
TOTAL			\$850.00

Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS Force and Motion Kit	2.00	\$525.00	\$1,050.00
Amplify Science MS Force and Motion Engineering Internship Kit	2.00	\$255.00	\$510.00
TOTAL			\$1,560.00

Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS Plate Motion Kit	2.00	\$505.00	\$1.010.00
Amplify Science MS Plate Motion Engineering Internship Kit	2.00	\$325.00	\$650.00
TOTAL			\$1,660.00

Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS Metabolism Kit	2.00	\$380.00	\$760.00
TOTAL			\$760.00

Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$1,368.60	\$1,368.60

GRAND TOTAL

\$12,773.60

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.

How to Order Our Products

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

Please include these three documents with your order:

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

If submitting a purchase order:

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

If submitting your order via credit card:

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

If submitting your order via sending a check:

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

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

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

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at <u>amplify.com/customer-terms</u>. 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.
- 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 <u>Privacy Policy</u> at <u>amplify.com/customer-privacy</u> ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on benalf 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 <u>Privacy Policy</u> 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 <u>amplify.com/privacy-security</u> 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.
- 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

V 48754

Amplify.

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: 8/1/2024 - 7/31/2027

Bill To:

Accounts Payable WEST JEFFERSON HILLS SCH DIST 830 Old Clairton Road Jefferson Hills PA 15025

United States

BILL NUMBER: INV-272429 CONTRACT: PQ 210709-184033

BILL DATE:

7/3/2024

SUBTOTAL: SALES TAX:

PO NUMBER:

\$127,048.34 \$0.00

25000255

TOTAL:

\$127,048.34

AMOUNT DUE:

\$127,048.34

DATE DUE:

8/2/2024

Contracted Customer:

Justin Liberatore McClellan Elementary School 360 School Lane Pleasant Hills PA 15236 United States

CUSTOMER ID	NAME	CURRENCY		TERMS	INVOIC	E NUMBER
3981	West Jefferson Hills Sch Dist	USD		Net 30	INV-	272429
PRODUCT	SERVICE/DESCRIPTION	i	SEQ#	QTY	PRICE	TOTAL PRICE
Boost Close Reading Site License (251-500 students)	Amplify Reading Site License MS (251-500 s	tudents)	1	1	\$23,250.00	\$23,250.00
MC00149	mCLASS®: Now What?® Tools Annual Stud	ent Subscription	2	1133	\$10.20	\$11,556.60
MC00164	mCLASS® Platform Annual Student Subscri	ption	3	1133	\$15.30	\$17,334.90
MC00226	mCLASS DIBELS 8th Edition (component)		4	1133	\$10.71	\$12,134.43
MC00248	CPQ mCLASS Additional Assessment Measu	res	5	1133	\$1.78	\$2,022.41
SUP00087	Amplify Reading Site License ES (1-250 stud	ents)	6	1	\$14,250.00	\$14,250.00
SUP00088	Amplify Reading Site License ES (251-500 sto	udents)	7	2	\$23,250.00	\$46,500.00
		b		Discount		\$127,048.34
		-	Tax Total (%)		\$0.00	
				10	tal \$12	27,048.34

paroportual.

Invoice Payment Options: Ordering Support

Price Quote

Amplify

55 Washington Street, Suite 800 Brooklyn, NY 11201 Phone (800) 823-1969 Fax (646) 403-4700 Quote #: Date: Expires On: Q-336308-1 3/13/2024 4/12/2024

Customer Contact Information Matthew Patterson West Jefferson Hills Sch Dist (814) 392-9250 mpatterson@wjhsd.net

Amplify Contact Information Laura Soeder Account Executive (412) 848-8288 Isoeder@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Site License (1-250 students) - 3yr (2024-2027)	1.00	\$14,250.00	\$0.00	\$14,250.00
Boost Reading Site License (251-500 students) - 3yr (2024-2027)	2.00	\$23,250.00	\$0.00	\$46,500.00
Boost Close Reading Site License (251-500 students) - 3yr (2024-2027)	1.00	\$23,250.00	\$0.00	\$23,250.00
mCLASS DIBELS 8th Ed with Dyslexia Screening - 3yr (2024-2027)	1,133.00	\$44.70	\$7,596.76	\$43,048.34
TOTAL		2000 000	\$7,596.76	\$127,048.34

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

TOTAL DISCOUNT GRAND TOTAL

\$7,596.76 \$127,048.34

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: 08/01/2024 until 07/31/2027.
- 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:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to lncomingPO@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 <u>Accountsreceivable@amplify.com</u> to request a secure credit card payment link

If submitting your order via sending a check:

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

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

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

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at <u>amplify.com/customer-terms</u>. 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.
- 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 <u>Privacy Policy</u> at <u>amplify.com/customer-privacy</u> ("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 authorized School Users' use of the Products, including making a copy of the <u>Privacy Policy</u> 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 <u>amplify.com/privacy-security</u> 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.
- 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 V 48754

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

Bill To:

Accounts Payable WEST JEFFERSON HILLS SCH DIST 830 Old Clairton Road Jefferson Hills PA 15025 United States

Contracted Customer:

Justin Liberatore McClellan Elementary School 360 School Lane Pleasant Hills PA 15236 United States For Period: 7/1/2024 - 6/30/2025

PO NUMBER:	24001346
BILL NUMBER:	INV-250337
CONTRACT:	PQ 240305-344870
BILL DATE:	4/2/2024
SUBTOTAL:	\$3,434.40
SALES TAX:	\$0.00
TOTAL:	\$3,434.40
AMOUNT DUE:	\$3,434.40
DATE BUE	F/2/2024

AMOUNT	DOE.	43,434.40
DATE DUE:		5/2/2024

CUSTOMER ID	NAME	CURRENCY	TERMS	INVOIC	E NUMBER
3981	West Jefferson Hills Sch Dist	USD	Net 30	INV	-250337
PRODUCT	SERVICE/DESCRIPTION	SEQ#	QTY	PRICE	TOTAL PRICE
9781683911531- NIA	CKLA Trade Book Collection: Grade K	1	12	\$85.00	\$1,020.00
9781683911548- NIA	CKLA Trade Book Collection: Grade 1	2	12	\$85.00	\$1,020.00
9781683911555- NIA	CKLA Trade Book Collection: Grade 2	3	12	\$95.00	\$1,140.00
CKLAMasterBundl eSH	Amplify Shipping and Handling CKLA Physical Ite	ems 4	1	\$254.40	\$254.40
				Subtotal	\$3 434 40

Subtotal \$3,434.40

Discount

Tax Total (%) \$0.00

Total \$3,434.40

APR 09 2024

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: 8/1/2021 - 7/31/2024

Bill To: WEST JEFFERSON HILLS SCH DIST 830 Gld Clairton Road Jefferson Hills PA 15025 United States

WEST JEFFERSON HILLS SCH DIST

Contracted Customer:

United States

BILL NUMBER:

22000127

CONTRACT:

PO NUMBER:

INV-161837 PQ 210429-173923

BILL DATE:

4/1/2023

SUBTOTAL:

\$37,275.47

SALES TAX:

\$0.00

TOTAL:

\$37,275.47

AMOUNT DUE:

\$37,275.47

DATE DUE:

5/1/2023

CUSTOMER ID	NAME	CURRENCY	TE	RMS	INVOICE	E NUMBER
3981	West Jefferson Hills Sch Dist	USD	No	et 30	INV-	161837
PRODUCT	SERVICE/DESCRIPTION	4	SEQ#	QTY	PRICE	TOTAL PRICE
Boost Close Reading Site License (251-500 students)	Amplify Reading Site License MS (251-500 s	students)	1	0.3	\$18,600.00	\$5,580.00
MC00149	mCLASS®: Now What?® Tools Annual Stud	ent Subscription	2	300		\$10,635.47
SUP00088	Amplify Reading Site License ES (251-500 st	tudents)	14	0.6	\$18,600.00	\$11,160.00
SUP00090	Amplify Reading Site License ES (751-1000	students)	15	0.3	\$33,000.00	\$9,900.00
					btotal count	\$37,275.47
				Tax To	tal (%)	\$0.00
				T	otal \$	37,275.47

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

Bill To:

Accounts Payable WEST JEFFERSON HILLS SCH DIST 830 Old Clair fon Road Jefferson Hills PA 15025 United States

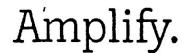
Contracted Customer:

Matthew Patterson West Jefferson Hills Sch Dist 830 Old Clairton Rd Jefferson Hills PA 15025 United States NOV-2/2/2022

For Period: 7/1/2021 - 6/30/2022

PO NUMBER: 23000727 **BILL NUMBER:** INV-147605 CONTRACT: PQ 220914-246538 **BILL DATE:** 11/14/2022 SUBTOTAL: \$3,240.00 **SALES TAX:** \$0.00 TOTAL: \$3,240.00 AMOUNT DUE: \$3,240.00 DATE DUE: 12/14/2022

CUSTOMER ID	NAME	CURRENCY		TERMS	INVOI	CE NUMBER
3981	West Jefferson Hills Sch Dist	USD	Net 30		INV-147605	
PRODUCT	SERVICE/DESCRIPTION		SEQ#	QTY	PRICE	TOTAL PRICE
9781683910022	CKLA Grade K Language Studio Student Act Volumes 1-3 (1 of each)	ivity Books, All	1	20	\$25.00	\$500.00
9781683910053	CKLA Grade 1 Language Studio Student Acti Volumes 1-3 (1 of each)	ivity Books, All	2	20	\$25.00	\$500.00
9781683910084	CKLA Grade 2 Language Studio Student Acti Volumes 1-3 (1 of each)	vity Books, All	3	20	\$25.00	\$500.00
9781942010289	CA CKLA Grade 3 Language Studio Activity E 1-3 (1 of each)	Books, All Volumes	4	20	\$25.00	\$500.00
9781942010326	CA CKLA Grade 5 Language Studio Activity E 1-4 (1 of each)	looks, Ali Volumes	5	20	\$25.00	\$500.00
9781942010333	CA CKLA Grade 4 Language Studio Activity B 1-4 (1 of each)	ooks, All Volumes	6	20	\$25.00	\$500.00
CKLAMasterBundl eSH	Amplify Shipping and Handling CKLA Physics	al Items	7	1	\$240.00	\$240.00
		.1	1	Sub	ototal	\$3,240.00
		<i>U</i>	١		count	,
		10	, 1	Tax Tot	al (%)	\$0.00
				Te	otal	\$3,240.00



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:

Amplify Education, Inc. P.O. Box 392294 Pittsburgh, PA 15251-9294 V48754

For Period: 7/1/2021 - 6/30/2027

Bill To:

Accounts Payable WEST JEFFERSON HILLS SCH DIST 830 Old Clairton Road Jefferson Hills PA 15025 United States

Contracted Customer:

WEST JEFFERSON HILLS SCH DIST United States

22000127 PO NUMBER: INV-119590 **BILL NUMBER:** PQ 200123-136361-1 CONTRACT: 11/30/2021 **BILL DATE:** \$134,337.40 SUBTOTAL: \$0.00 **SALES TAX:** TOTAL: \$134,337.40 AMOUNT DUE: \$134,337.40

12/30/2021 DATE DUE:

CUSTOMER ID	NAME	CURRENCY	т	ERMS	INVOIC	E NUMBER
3981	WEST JEFFERSON HILLS SCH DIST	USD	N	let 30	INV	-119590
PRODUCT	SERVICE/DESCRIPTION		SEQ#	QTY	PRICE	TOTAL PRICE
9780061862984	Amplify ELA Student Text: Gris Grimly's Fran paperback)	kenstein (single	1	80.7	\$5.36	\$432.55
9780679755333	Amplify ELA Student Text: A Raisin in the Surpaperback)	n (single	2	73.2	\$5.98	\$437.74
9781617007620	Amplify ELA Student Text: Narrative of the L Douglass reader (single paperback)	ife of Frederick	3	80.7	\$2.00	\$161.40
9781620140109	Amplify ELA Student Text: Summer of the M paperback)	ariposas (single	4	88.5	\$5.98	\$529.23
9781643830698	Amplify ELA Unit 6A Dahl & Narrative Writing	g Journal	5	531	\$0.67	\$355.74
9781643830704	Amplify ELA Unit 6B Mysteries & Investigation	ons Writing Journal	11	531	\$0.67	\$355.74
9781643830711	Amplify ELA Unit 6C The Chocolate Collection	n Writing Journal	17	531	\$0.67	\$355.74
9781643830728	Amplify ELA Unit 6D The Greeks Writing Jour	rnal	23	531	\$0.67	\$355.74
9781643830735	Amplify ELA Unit 6E Summer of the Maripos	as Writing Journal	29	531	\$0.67	\$355.74
9781643830742	Amplify ELA Unit 6F The Titanic Collection W	riting Journal	35	531	\$0.67	\$355.74
9781643830766	Amplify ELA G6 Student Edition (single)		41	531	\$6.65	\$3,531.12
9781643831046	Amplify ELA Unit 7A Red Scarf Girl & Narrati	ve Writing Journal	47	439.2	\$0.67	\$294.24
9781643831053	Amplify ELA Unit 7B Character & Conflict Wr	iting Journal	53	439.2	\$0.67	\$294.24
9781643831060	Amplify ELA Unit 7C Brain Science Writing Jo	ournal	59	439.2	\$0.67	\$294.24
9781643831077	Amplify ELA Unit 7D Poetry & Poe Writing Jo	urnal	65	439.2	\$0.67	\$294.24
9781643831077	Amplify ELA Unit 7D Poetry & Poe Writing Jo	urnal	66	244		\$4,981.20

Amplify. 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: 7/1/2021 - 6/30/2027

PRODUCT	SERVICE/DESCRIPTION	SEQ#	QTY	PRICE	TOTAL PRICE
9781643831084	Amplify ELA Unit 7E The Frida & Diego Collection Writing Journal	71	439.2	\$0.67	\$294.24
9781643831091	Amplify ELA Unit 7F The Gold Rush Collection Writing Journal	77	439.2	\$0.67	\$294.24
9781643831114	Amplify ELA G7 Student Edition (single)	83	439.2	\$6.65	\$2,920.68
9781643831398	Amplify ELA Unit 8A Perspectives & Narrative Writing Journal	89	484.2	\$0.65	\$314.70
9781643831398	Amplify ELA Unit 8A Perspectives & Narrative Writing Journal	90	269		\$8,893.00
9781643831404	Amplify ELA Unit 8B Liberty & Equality Writing Journal	95	484.2	\$0.65	\$314.70
9781643831411	Amplify ELA Unit 8C Science & Science Fiction Writing Journal	101	484.2	\$0.65	\$314.70
9781643831428	Amplify ELA Unit 8D Shakespeare's Romeo & Juliet Writing Journal	107	484.2	\$0.65	\$314.70
9781643831435	Amplify ELA Unit 8E Holocaust: Memory & Meaning Writing Journal	113	484.2	\$0.65	\$314.70
9781643831442	Amplify ELA Unit 8F The Space Race Collection Writing Journal	119	484.2	\$0.65	\$314.70
9781643831466	Amplify ELA G8 Student Edition (single)	125	484.2	\$6.54	\$3,166.68
9781643832449	Amplify ELA G6 Teacher Kit Box	131	0.6	\$0.00	\$0.00
9781643832456	Amplify ELA G7 Teacher Kit Box	132	0.6	\$0.00	\$0.00
9781643832463	Amplify ELA G8 Teacher Kit Box	133	0.6	\$0.00	\$0.00
9781681618388	CKLA 2nd Edition G3 Activity Books, All Units (25 of each)	134	17.1	\$696.67	\$11,685.00
9781681618388	CKLA 2nd Edition G3 Activity Books, All Units (25 of each)	135	1		\$9,690.00
9781681618395	CKLA 2nd Edition G4 Activity Books, All Units (25 of each)	140	17.1	\$673.64	\$11,685.00
9781681618395	CKLA 2nd Edition G4 Activity Books, All Units (25 of each)	146	1		\$2,907.00
9781681618401	CKLA 2nd Edition G5 Activity Books, All Units (25 of each)	151	18.9	\$673.64	\$12,939.00
9781681618401	CKLA 2nd Edition G5 Activity Books, All Units (25 of each)	157	1		\$2,907.00
9781683910961	CKLA 2nd Edition G1 Skills Student Readers, All Units (25 of each)	162	2.4	\$699.00	\$1,677.60
9781683910978	CKLA 2nd Edition G2 Skills Student Readers, All Units (25 of each)	164	2.4	\$599.00	\$1,437.60
9781683910985	CKLA 2nd Edition G3 Skills Student Readers, All Units (25 of each)	166	2.4	\$1,100.00	\$2,640.00
9781683910992	CKLA 2nd Edition G4 Skills Student Readers, All Units (25 of each)	167	2.1	\$499.00	\$1,047.90



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

For Period: 7/1/2021 - 6/30/2027

PRODUCT	SERVICE/DESCRIPTION	SEQ#	QTY	PRICE	TOTAL PRICE
9781683911005	CKLA 2nd Edition G5 Skills Student Readers, All Units (25 of each)	168	2.4	\$599.00	\$1,437.60
9781683911029	CKLA 2nd Edition GK Skills & Knowledge Activity Books, All Units and Domains (25 of each)	169	15.9	\$681.76	\$10,545.00
9781683911029	CKLA 2nd Edition GK Skills & Knowledge Activity Books, All Units and Domains (25 of each)	181	1		\$6,783.00
9781683911036	CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	186	18.9	\$681.76	\$12,939.00
9781683911036	CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	198	1		\$2,907.00
9781683911043	CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	203	17.4	\$681.76	\$11,970.00
9781683911043	CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	215	1		\$1,938.00
9781683911098	CKLA 2nd Edition GK Complete Classroom Kit	220	2.1	\$3,999.00	\$8,397.90
9781683911128	CKLA 2nd Edition G1 Complete Classroom Kit	222	0.9	\$3,499.00	\$3,149.10
9781683911159	CKLA 2nd Edition G2 Complete Classroom Kit	224	0.6	\$3,899.00	\$2,339.40
9781683911180	CKLA 2nd Edition G3 Classroom Kit	226	0.9	\$2,999.00	\$2,699.10
9781683911197	CKLA 2nd Edition G4 Classroom Kit	227	0.9	\$2,499.00	\$2,249.10
9781683911203	CKLA 2nd Edition G5 Classroom Kit	228	0.9	\$2,699.00	\$2,429.10
9781942010395	CKLA 2nd Edition G1 Skills & Knowledge ABs, All Units/ Domains (1 of each)	229	7.2	\$31.53	\$227.04
9781942010401	CKLA 2nd Edition G2 Skills & Knowledge ABs, All Units/ Domains (1 of each)	241	30.6	\$31.53	\$964.90
9781942010418	CKLA 2nd Edition G3 Activity Books, All Units (1 of each)	253	19.8	\$31.53	\$624.34
9781942010449	CKLA 2nd Edition G5 Activity Books, All Units (1 of each)	259	7.2	\$31.53	\$227.04
ELA00593	Amplify ELA G6 Teacher License	277	2		\$0.00
ELA00617	Amplify ELA G6 Student License	278	295		\$5,133.00
ELA00644	Amplify ELA G7 Teacher License	279	2		\$0.00
ELA00695	Amplify ELA G8 Teacher License	281	2		\$0.00
PT00012	Amplify ELA: Basic Initial Training for Teachers (1 Day Onsite)	283	1		\$0.00
PT00091	CKLA 2nd edition Initial Training for 3-5 Teachers (1 Day Onsite)	284	1		\$0.00



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:

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

For Period: 7/1/2021 - 6/30/2027

Subtotal \$134,337.40

Discount

Tax Total (%) \$0.00

Total \$134,337.40



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:

Amplify Education, Inc. P.O. Box 392294 Pittsburgh, PA 15251-9294 48 154

For Period: 7/1/2021 - 6/30/2027

DATE DUE:

Bill To:

Accounts Payable WEST JEFFEKSON HILLS SCH DIST 830 Old Clairton Road lefferson Hills PA 15025 **United States**

:YE

Contracted Customer:

WEST JEFFERSON HILLS SCH DIST 835 OLD CLAIRTON RD **IEFFERSON HLS PA 15025 United States**

22000127 PO NUMBER: INV-108638 **BILL NUMBER:** PQ 200123-136361-1 CONTRACT: 7/31/2021 **BILL DATE:** \$313,455.80 SUBTOTAL: \$0.00 **SALES TAX:** \$313,455.80 TOTAL: **\$**313.455.80 **AMOUNT DUE:** 8/30/2021

PAREN HISPARIS STORY

INVOICE NUMBER TERMS CURRENCY NAME **CUSTOMER ID** الموافق والمستأن والمنافق والمالية INV-108638 USD Net 30 WEST JEFFERSON HILLS SCH DIST 3981 TOTAL PRICE SERVICE/DESCRIPTION SEQ # QTY PRICE PRODUCT \$1,009.29 \$5.36 Amplify ELA Student Text: Gris Grimly's Frankenstein (single 1 188.3 9780061862984 paperback) \$5.98 \$1,021.38 Amplify ELA Student Text: A Raisin in the Sun (single 2 170.8 9780679755333 paperback) \$376.60 188.3 \$2.00 Amplify ELA Student Text: Narrative of the Life of Frederick 3 9781617007620 Douglass reader (single paperback) 4 206.5 \$5.98 \$1,234.87 Amplify ELA Student Text: Summer of the Mariposas (single 9781620140109 paperback) 5 1239 \$0.67 \$830.16 Amplify ELA Unit 6A Dahl & Narrative Writing Journal 9781643830698 Amplify ELA Unit 6B Mysteries & Investigations Writing Journal 11 1239 \$0.67 \$830.16 9781643830704 Amplify ELA Unit 6C The Chocolate Collection Writing Journal 17 1239 \$0.67 \$830.16 9781643830711 Amplify ELA Unit 6D The Greeks Writing Journal 23 1239 \$0.67 \$830.16 9781643830728 Amplify ELA Unit 6E Summer of the Mariposas Writing Journal 29 1239 \$0.67 \$830.16 9781643830735 Amplify ELA Unit 6F The Titanic Collection Writing Journal 35 1239 \$0.67 \$830.16 9781643830742 Amplify ELA G6 Student Edition (single) 41 1239 \$6.65 \$8,239.38 9781643830766 Amplify ELA Unit 7A Red Scarf Girl & Narrative Writing Journal 47 1024.8 \$0.67 \$686.64 9781643831046 Amplify ELA Unit 7B Character & Conflict Writing Journal 53 1024.8 \$0.67 \$686.64 9781643831053 59 1024.8 \$0.67 \$686.64 Amplify ELA Unit 7C Brain Science Writing Journal 9781643831060 65 1024.8 \$0.67 \$686.64 Amplify ELA Unit 7D Poetry & Poe Writing Journal 9781643831077 Amplify ELA Unit 7D Poetry & Poe Writing Journal 66 244 \$11,623.00 9781643831077

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For Period: 7/1/2021 - 6/30/2027

Please remit your payment to:

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

PRODUCT	SERVICE/DESCRIPTION	SEQ#	QtY	PRICE	TOTAL PRICE
9781643831084	Amplify ELA Unit 7E The Frida & Diego Collection Writing Journal	71	1024.8	\$0.67	\$686.64
9781643831091	Amplify ELA Unit 7F The Gold Rush Collection Writing Journal	77	1024.8	\$0.67	\$686.64
9781643831114	Amplify ELA G7 Student Edition (single)	83	1024.8	\$6.65	\$6,814.92
9781643831398	Amplify ELA Unit 8A Perspectives & Narrative Writing Journal	89	1129.8	\$0.65	\$734.40
9781643831398	Amplify ELA Unit 8A Perspectives & Narrative Writing Journal	90	269		\$20,750.80
9781643831404	Amplify ELA Unit 8B Liberty & Equality Writing Journal	95	1129.8	\$0.65	\$734.40
9781643831411	Amplify ELA Unit 8C Science & Science Fiction Writing Journal	101	1129.8	\$0.65	\$734.40
9781643831428	Amplify ELA Unit 8D Shakespeare's Romeo & Juliet Writing Journal	107	1129.8	\$0.65	\$734.40
9781643831435	Amplify ELA Unit 8E Holocaust: Memory & Meaning Writing Journal	113	1129.8	\$0.65	\$734.40
9781643831442	Amplify ELA Unit 8F The Space Race Collection Writing Journal	119	1129.8	\$0.65	\$734.40
9781643831466	Amplify ELA G8 Student Edition (single)	125	1129.8	\$6.54	\$7,388.88
9781643832449	Amplify ELA G6 Teacher Kit Box	131	1.4	\$0.00	\$0.00
9781643832456	Amplify ELA G7 Teacher Kit Box	132	1.4	\$0.00	\$0.00
9781643832463	Amplify ELA G8 Teacher Kit Box	133	1.4	\$0.00	\$0.00
9781681618388	CKLA 2nd Edition G3 Activity Books, All Units (25 of each)	134	39.9	\$696.67	\$27,265.00
9781681618388	CKLA 2nd Edition G3 Activity Books, All Units (25 of each)	135	1		\$22,610.00
9781681618395	CKLA 2nd Edition G4 Activity Books, All Units (25 of each)	140	39.9	\$673.64	\$27,265.00 /
9781681618395	CKLA 2nd Edition G4 Activity Books, All Units (25 of each)	146	1		\$6,783.00
9781681618401	CKLA 2nd Edition G5 Activity Books, All Units (25 of each)	151	44.1	\$673.64	\$30,191.00
9781681618401	CKLA 2nd Edition G5 Activity Books, All Units (25 of each)	157	1		\$6,783.00
9781683910961	CKLA 2nd Edition G1 Skills Student Readers, All Units (25 of each)	162	5.6	\$699.00	\$3,914.40
9781683910978	CKLA 2nd Edition G2 Skills Student Readers, All Units (25 of each)	164	5.6	\$599.00	\$3,354.40
9781683910985	CKLA 2nd Edition G3 Skills Student Readers, All Units (25 of each)	166	5.6	\$1,100.00	\$6,160.00
9781683910992	CKLA 2nd Edition G4 Skills Student Readers, All Units (25 of each)	167	4.9	\$499.00	\$2,445.10

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

For Period: 7/1/2021 - 6/30/2027

Management on other control	The state of the s	come contra etc	TOURS OF THE TANK STOPP	PRICE	TOTAL PRICE
PRODUCT	SERVICE/DESCRIPTION	SEQ#	QTY	Hilliam Sugar French at Selling	\$3,354.40
9781683911005	CKLA 2nd Edition G5 Skills Student Readers, All Units (25 of each)	168	5.6	\$599.00	\$3,334,40
9781683911029	CKLA 2nd Edition GK Skills & Knowledge Activity Books, All Units and Domains (25 of each)	169	37.1	\$681.76	\$24,605.00
9781683911029	CKLA 2nd Edition GK Skills & Knowledge Activity Books, All Units and Domains (25 of each)	181	1		\$15,827.00
9781683911036	CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	186	44.1	\$681.76	\$30,191.00
9781683911036	CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	198	1		\$6,783.00
9781683911043	CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	203	40.6	\$681.76	\$27,930.00
9781683911043	CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (25 of each)	215	1		\$4,522.00
9781683911098	CKLA 2nd Edition GK Complete Classroom Kit	220	4.9	\$3,999.00	\$19,595.10
9781683911128	CKLA 2nd Edition G1 Complete Classroom Kit	222	2.1	\$3,499.00	\$7,347.90
9781683911159	CKLA 2nd Edition G2 Complete Classroom Kit	224	1.4	\$3,899.00	\$5,458.60
9781683911180	CKLA 2nd Edition G3 Classroom Klt	226	2.1	\$2,999.00	\$6,297.90
9781683911197	CKLA 2nd Edition G4 Classroom Kit	227	2.1	\$2,499.00	\$5,247.90
9781683911203	CKLA 2nd Edition G5 Classroom Kit	228	2.1	\$2,699.00	\$5,667.90
9781942010395	CKLA 2nd Edition G1 Skills & Knowledge ABs, All Units/ Domains (1 of each)	229	16.8	\$31.53	\$529.76
9781942010401	CKLA 2nd Edition G2 Skills & Knowledge ABs, All Units/ Domains (1 of each)	241	71.4	\$31.53	\$2,251.50
9781942010418	CKLA 2nd Edition G3 Activity Books, All Units (1 of each)	253	46.2	\$31.53	\$1,456.86
9781942010449	CKLA 2nd Edition G5 Activity Books, All Units (1 of each)	259	16.8	\$31.53	\$529.76
ELA00593	Amplify ELA G6 Teacher License	277	2		\$0.00
ELA00617	Amplify ELA G6 Student License	278	295		\$11,977.00
ELA00644	Amplify ELA G7 Teacher License	279	2		\$0.00
ELA00695	Amplify ELA G8 Teacher License	281	2		\$0.00
PT00012	Amplify ELA: Basic Initial Training for Teachers (1 Day Onsite)	283	1		\$0.00
PT00091	CKLA 2nd edition Initial Training for 3-5 Teachers (1 Day Onsite)	284	1		\$0.00

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Please remit your payment to:

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

For Period: 7/1/2021 - 6/30/2027

Subtotal

\$313,455.80

Discount

Tax Total (%)

\$0.00

Total

\$313,455.80

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

lease remit your payment to:

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

Bill To:

WEST JEFFERSON HILLS SCH DIST 830 Old Clairton Road lefferson Hills PA 15025 **United States**

148754

Contracted Customer:

WEST IEFFERSON HILLS SCH DIST United States

BILL NUMBER: PQ 210429-173923 CONTRACT: 7/31/2021 **BILL DATE:** \$86,976.10 SUBTOTAL: \$0.00 SALES TAX: \$86,976.10 TOTAL: \$86,976.10 **AMOUNT DUE:** 8/30/2021 DATE DUE:

22000127

INV-108641

For Period: 8/1/2021 - 7/31/2024

PO NUMBER:

CHETOMED ID	NAME	CURRENCY	TER	(MS	INVOICE	NUMBER
CUSTOMER ID 3981	WEST JEFFERSON HILLS SCH DIST	USD		30	INV-10	
PRODUCT	SERVICE/DESCRIPTION	W. Tarak (1964)	SEQ#	QTY	PRICE	\$24,816.10
MC00149	mCLASS®: Now What?® Tools Annual Stude	ent Subscription	1	300		100 15
SUP00088	Amplify Reading Site License ES (251-500 str	udents)	13	1.4	\$18,600.00	\$26,040.00
	Amplify Reading Site License ES (751-1000 s		14	0.7	\$33,000.00	\$23,100.00
	Amplify Reading Site License MS (251-500 st		15	0.7	\$18,600.00	\$13,020.00 🖊
SUP00092	Amplify Reading Size License M3 (231-300 3	(oucine)				

\$86,976.10 Subtotal Discount \$0.00 Tax Total (%) \$86,976.10 **Total**

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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:

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

For Period: 7/1/2021 - 6/30/2022

Bill To:

Accounts Payable WEST JEFFERSON HILLS SCH DIST 830 Old Clairton Road Jefferson Hills PA 15025 United States

Contracted Customer:WEST JEFFERSON HILLS SCH DIST United States

PO NUMBER:	22000601
BILL NUMBER:	INV-113774
CONTRACT:	PQ 210504-174233
BILL DATE:	9/27/2021
SUBTOTAL:	\$50,500.00
SALES TAX:	\$0.00
TOTAL:	\$50,500.00
AMOUNT DUE:	\$50,500.00
DATE DUE:	10/27/2021

CUSTOMER I	D NAME	CURRENCY		ERMS 1	NVOIĆE NUMBER
3981	WEST JEFFERSON HILLS SCH DIST	USD	ı	Net 30	INV-113774
PRODUCT	SERVICE/DESCRIPTION	EN ENGLIS	SEQ#	QTY PI	RICE TOTAL PRICE
PT00003	Amplify ELA: Coaching Onsite Visit (1/2 Day)		1	1	\$21,700.00
PT00115	CKLA 2nd edition Onsite Coaching Visit for K-5 I Leaders and/or Teachers (1 Day Onsite)	Instructional	2	1	\$28,800.00
				Subtotal	\$50,500.00
				Discount	
				Tax Total (%)	\$0.00
			er Fr	Total	\$50,500.00



55 Washington Street, Soite 800 Brooklyn, NY 11201-1071 t | 1 212 796 2200 • 1 • 1 212 796 2311 www.amplify.com

West Jefferson Hills School District K-8 Professional Development Proposal

Effective Implementation: Changing Practice

For effective and sustainable implementation, professional development must *directly prioritize classroom instruction* and develop necessary capacity among key stakeholders -- district leads, principals, instructional leaders/coaches, and teachers. *Professional development includes both training and coaching support* over multiple years to incrementally develop the knowledge and skills needed for a self-sustaining implementation. *Training* equips stakeholders with the information and tools they need for a successful program implementation and initially, focuses heavily on updating day to day processes, activities, tools, and protocols to ensure a coherent approach to K-8 literacy instruction. *Coaching* provides real-time context for application and skill building to develop effective habits of teaching that produce excellent student outcomes.

Customized Amplify CKLA and ELA Professional Development Package

This custom professional development package is designed to support teachers, schools, and district leaders in effectively implementing Amplify CKLA and ELA with an emphasis on support through an embedded, gradual release onsite coaching model. The below plan shows suggested coaching dates based on the West Jefferson Hill School District 2021-2022 calendar.

The coach model provides schools the opportunity to have a dedicated CKLA and ELA coach to work with during Year 1 of implementation that can provide classroom observation and feedback, lesson modeling and debriefing, grade-level planning, and leadership consultation. Amplify will work collaboratively with West Jefferson Hills on a collaborative approach to support effective program implementation and build district and school level capacity.

Implementation Year	Delivery Method, Audience, and Session Title	Cost
CKLA Year One: Initial Implementation	Initial Implementation Sessions: (1) Training for K-2 Teachers: Initial training, 1-day (1) Training for 3-5 Teachers: Initial training, 1-day	\$6400 Initial PD is complimentary with purchase

CKLA Year One: Recommended Strengthening Implementation	Onsite Training and Coaching: (1) Training for K-2 Teachers: Strengthening Implementation, am/pm consecutive (11/18) (1) Training for 3-5 Teachers: Strengthening Implementation, am/pm consecutive (11/18) (3) Coaching: 1-day consecutive onsite coaching sessions (4) Coaching: 2-day consecutive onsite coaching sessions	\$6400 Complimentary with purchase \$28,800				
ELA Year One: Initial Implementation	Initial Implementation Sessions: (1) Initial Training for Teachers	\$3200 Initial PD is complimentary with purchase				
ELA Year One: Recommended Strengthening Implementation	Onsite Training and Coaching: (6) Coaching Days: 1-day onsite coaching sessions (1) Strengthening Day: ½-day onsite coaching sessions (11/18)	\$21,700				
school calendar to	Year 1 Onsite Coaching Model Amplify will work with West Jefferson Hills to identify onsite coaching dates based on the 2021-2022 school calendar to meet the needs of the proposed embedded coaching model. The idea is to have a dedicated CKLA Coach and ELA Coach that will work closely with K-5 and 6-8 leaders and teachers to support implementation.					

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Price Quote

Amplify

55 Washington Street, Suite 800 Brooklyn, NY 11201 Phone (800) 823-1969 Fax (646) 403-4700 Quote #: Date: Expires On: Q-65806-1 4/14/2021 5/14/2021

Customer Contact Information

Matthew Patterson WEST JEFFERSON HILLS SCH DIST (814) 392-9250 mpatterson@wjhsd net Amplify Contact Information Monica Vincent Senior Account Executive 973-980-2927

mvincent@amplify com

6 Years of Print and Digital Subscriptions

Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Complete Classroom Kit	978-1- 68391- 109-8	\$3,999 00	0	7	\$0.00	\$27,993 00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, All Units and Domains (25 of each) Total Qty over 6yrs (2021-2027)	978-1- 68391- 799-1	\$950 00	0	53	\$9,500.00	\$40,850.00
CKLA 2nd Edition Grade K Multimedia Hub Student License - 6yr (2021-2027)	978-1- 63602- 172-0	\$30 00	0	71	\$2,130 00	\$0.00
CKLA 2nd Edition Grade K Teacher Resource Site & Multimedia Hub License - 6yr (2021- 2027)	978-1- 63602- 166-9	\$120 00	0	7	\$840 00	\$0.00
TOTAL					\$12,470.00	\$68,843.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G1 Complete Classroom Kit	978-1- 68391- 112-8	\$3,499 00	0	3	\$0.00	\$10,497 00
CKLA 2nd Edition G1 Skills Student Readers, All Units (25 of each)	978-1- 68391- 096-1	\$699 00	0	8	\$0 00	\$5,592 00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (25 of each) Total Qty over 6yrs (2021-2027)	978-1- 68391- 800-4	\$950 00	0	63	\$10,450 00	\$49,400 00
CKLA 2nd Edition G1 Skills & Knowledge ABs, All Units/Domains (1 of each) Total Qty over 6yrs (2021-2027)	978-1- 942010- 39-5	\$43 00	0	24	\$172 00	\$860 00
CKLA 2nd Edition Grade 1 Multimedia Hub Student License - 6yr (2021-2027)	978-1- 63602- 173-7	\$30 00	0	204	\$6,120 00	\$0 00
CKLA 2nd Edition Grade 1 Teacher Resource Site & Multimedia Hub License - 6yr (2021- 2027)	978-1- 63602- 167-6	\$120.00	0	3	\$360 00	\$ 0 00
TOTAL					\$17,102.00	\$66,349.00

PRODUCT	ISBN PRICE C		QUANTITY	QUANTITY	TOTAL	TOTAL PRICE
PRODUCT	ISBN	PRICE	FREE	CHARGE	DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Complete Classroom Kit	978-1- 68391- 115-9	\$3,899 00	0	2	\$0 00	\$7,798 00
CKLA 2nd Edition G2 Skills Student Readers, All Units (25 of each)	978-1- 68391- 097-8	\$599 00	0	8	\$0.00	\$4,792 00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (25 of each) Total Qty over 6yrs (2021-2027)	978-1- 6839- 1801-1	\$950 00	0	58	\$9,500.00	\$45,600 00
CKLA 2nd Edition G2 Skills & Knowledge ABs, All Units/Domains (1 of each) Total Qty over 6yrs (2021-2027)	978-1- 942010- 40-1	\$43 00	0	102	\$731.00	\$3,655 00
CKLA 2nd Edition Grade 2 Multimedia Hub Student License - 6yr (2021-2027)	978-1- 63602- 174-4	\$30 00	0	217	\$6,510 00	\$0.00
CKLA 2nd Edition Grade 2 Teacher Resource Site & Multimedia Hub License - 6yr (2021- 2027)	978-1- 63602- 168-3	\$120 00	0	2	\$240 00	\$0 00
TOTAL					\$16,981.00	\$61,845.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Classroom Kit	978-1- 68391- 118-0	\$2,999 00	0	3	\$0.00	\$8,997 00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Skills Student Readers, All Units (25 of each)	978-1- 68391- 098-5	\$1,100 00	0	8	\$0 00	\$8,800 00
CKLA 2nd Edition G3 Activity Books, All Units (25 of each) Total Qty over 6yrs (2021-2027)	978-1- 68391- 802-8	\$950 00	0	57	\$9,500 00	\$44,650 00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each) Total Qty over 6yrs (2021-2027)	978-1- 942010- 41-8	\$43 00	0	66	\$473 00	\$2,365 00
CKLA 2nd Edition Grade 3 Multimedia Hub Student License - 6yr (2021-2027)	978-1- 63602- 175-1	\$60 00	0	186	\$11,160 00	\$0 00
CKLA 2nd Edition Grade 3 Teacher Resource Site & Multimedia Hub License - 6yr (2021- 2027)	978-1- 63602- 169-0	\$120 00	0	3	\$360 00	\$0 00
TOTAL					\$21,493.00	\$64,812.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Classroom Kit	978-1- 68391- 119-7	\$2,499 00	0	3	\$0 00	\$7,497.00
CKLA 2nd Edition G4 Skills Student Readers, All Units (25 of each)	978-1- 68391- 099-2	\$499 00	0	7	\$0 00	\$3,493 00
CKLA 2nd Edition G4 Activity Books, All Units (25 of each) Total Qty over 6yrs (2021-2027)	978-1- 68391- 803-5	\$950.00	0	57	\$9,500 00	\$44,650 00
CKLA 2nd Edition Grade 4 Multimedia Hub Student License - 6yr (2021-2027)	978-1- 63602- 176-8	\$60 00	0	174	\$10,440 00	\$0 00
CKLA 2nd Edition Grade 4 Teacher Resource Site & Multimedia Hub License - 6yr (2021- 2027)	978-1- 63602- 170-6	\$120 00	0	3	\$360 00	\$0 00
TOTAL					\$20,300.00	\$55,640.00

PRODUCT	ISBN	PRICE	QUANTITY FREE		TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Classroom Kit	978-1- 68391- 120-3	\$2,699 00	0	3	\$0 00	\$8,097 00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Skills Student Readers, All Units (25 of each)	978-1- 68391- 100-5	\$599 00	0	8	\$0 00	\$4,792 00
CKLA 2nd Edition G5 Activity Books, All Units (25 of each) Total Qty over 6yrs (2021-2027)	978-1- 68391- 804-2	\$950 00	0	63	\$10,450 00	\$49,400 00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each) Total Qty over 6yrs (2021-2027)	978-1- 942010- 44-9	\$43 00	0	24	\$172.00	\$860 00
CKLA 2nd Edition Grade 5 Multimedia Hub Student License - 6yr (2021-2027)	978-1- 63602- 177-5	\$60 00	0	204	\$12,240.00	\$0.00
CKLA 2nd Edition Grade 5 Teacher Resource Site & Multimedia Hub License - 6yr (2021- 2027)	978-1- 63602- 171-3	\$120 00	0	3	\$360 00	\$0 00
TOTAL				100 - 180 100 -	\$23,222.00	\$63,149.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA G6 Teacher Blended Package (6yr license 2021-2027)	978-1- 64383- 043-8	\$180 00	2	0	\$360 00	\$0.00
Amplify ELA G6: Student Blended Package (Qty delivered each year for consumable components, 6 years)	978-1- 64383- 064-3	\$128 00	0	295	\$0 00	\$37,760.00
TOTAL					\$360.00	\$37,760.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA G7 Teacher Blended Package (6yr license 2021-2027)	978-1- 64383- 078-0	\$180.00	2	0	\$360.00	\$0.00
Amplify ELA G7: Student Blended Package (Qty delivered each year for consumable components, 6 years)	978-1- 64383- 099-5	\$128.00	0	244	\$0.00	\$31,232 00
TOTAL					\$360.00	\$31,232.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA G8 Teacher Blended Package (6yr license 2021-2027)	978-1- 64383- 113-8	\$180 00	2	0	\$360 00	\$0 00
Amplify ELA G8 Student Blended Package (Qty delivered each year for consumable components, 6 years)	978-1- 64383- 134-3	\$128 00	0	269	\$0.00	\$34,432 00
TOTAL					\$360.00	\$34,432.00

Amplify Reading with mClass DIBELS 8

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Reading Site License (251-500 students) - 6yr (2021-2027)	978-1- 954216- 15-0	\$46,500 00	0	2	\$16,275 00	\$76,725.00
Amplify Reading Site License (751-1000 students) - 6yr (2021-2027)	978-1- 954216- 17-4	\$82,500 00	0	1	\$14,437 50	\$68,062 50
Amplify Close Reading Site License (751-1000 students) - 6yr (2021-2027)	978-1- 954216- 21-1	\$82,500 00	0	1	\$14,437 50	\$68,062.50
mCLASS DIBELS 8th Ed Annual Student License - 6yr (2021-2027)		\$89 40	0	1,581	\$42,402 42	\$98,938 98
TOTAL					\$87,552.42	\$311,788.98

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS w/ DIBELS 8th Ed Initial Training, Train the Trainer (1-Day Onsite)	1 00	\$3,200 00	\$0 00	\$3,200 00
Amplify ELA. Initial Training for Teachers (1 Day Onsite)	1.00	\$3,200 00	\$3,200 00	\$0 00
CKLA 2nd edition Initial Training for K-2 Teachers (1 Day Onsite)	2 00	\$3,200 00	\$6,400.00	\$0 00
CKLA 2nd edition Initial Training for 3-5 Teachers (1 Day Onsite)	2.00	\$3,200.00	\$6,400.00	\$0 00
TOTAL		\$12,800.00	\$16,000.00	\$3,200.00

Kindergarten

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$40,474 48	\$40,474 48	\$0 00

GRAND TOTAL \$799,050.98

Notes

Program approved with 1 Year of Consumables at no charge and free shipping. Please note that the above pricing reflects a 12.5% multi-product discount and an additional 5% Amplify Reading multiyear discount for upfront payment of the Amplify Reading License

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 07/01/2021 until 06/30/2027
- 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. 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, check or credit card authorization form
- A copy of your Price Quote
 - A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to <u>IncomingPO@amplify.com</u> 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 authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to <u>Accountsreceivable@amplify.com</u> or fax them to (347)-662-2402
- Please do not mail credit card authorization forms.

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 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 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 fax or email.

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

Terms & Conditions

- 1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
- 2 License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
- 3 Restrictions Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof, (b) decompile. disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services. (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products, (d) rent, lease or lend the Products or use the Products for the benefit of any third party, (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products, or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further. Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12 212 Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227 7201-227 7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors)
- 4. Reservation of Rights SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see http://www.amplify.com/virtual-patent-marking).

- 5 Payments In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
- 6 Shipments Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- 7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.
- 8 Confidentiality Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records (i) is or becomes publicly available through no fault of Customer, (ii) is rightfully known to Customer prior to the time of its disclosure, (iii) has been independently developed by Customer without any use of the Confidential Information, or (iv) is subsequently learned from a third party not under any confidentiality obligation
- 9 Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at http://www.amplify.com/customer-privacy will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.
- 10 Customer Materials Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at http://www.amplify.com/customer-requirements.
- 11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES

- 12 Limitation of Liability IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.
- 13 Term, Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will. (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred. (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.
- 14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation. under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network

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

Amplify Education, Inc. - Confidential Information

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

20-21

Please remit your payment to:

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

Bill To:

WEST JEFFERSON HILLS SCH DIST 830 Old Clairton Road Jefferson Hills PA 15025 United States

Contracted Customer:

United States

WEST JEFFERSON HILLS SCH DIST

MECEIVE)

V48754

For Period: 7/1/2021 - 6/30/2022

21001721 PO NUMBER: INV-105643 **BILL NUMBER:** PQ 210408-170421 CONTRACT: 6/26/2021 **BILL DATE:** \$5,000.00 SUBTOTAL: \$0.00 **SALES TAX:** \$5,000.00 TOTAL: \$5,000.00 **AMOUNT DUE:** 7/26/2021 DATE DUE:

CUSTOMER ID	NAME	CURRENCY	т	ERMS	INVOI	CE NUMBER
3981	WEST JEFFERSON HILLS SCH DIST	USD	N	let 30	IN	/-105643
PRODUCT	SERVICE/DESCRIPTION	N	SEQ#	QTY	PRICE	TOTAL PRICE
PT00110	CKLA 2nd edition Initial Training for K-5 Ins (½ Day Onsite)	structional Leaders	1	1		\$2,500.00
PT00465	Amplify ELA: Initial Training for Administra	tors (1/2 day Onsite)	2	1		\$2,500.00
				Sub	total	\$5,000.00
				Disc	ount	
				Tax Tota	al (%)	\$0.00
				To	otal	\$5,000.00



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:

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

148154

For Period: 7/1/2021 - 6/30/2022

DATE DUE:

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Accounts Payable WEST JEFFERSON HILLS SCH DIST 830 Old Clairton Road Jefferson Hills PA 15025 United States

PO NUMBER:	22001022
BILL NUMBER:	INV-122309
CONTRACT:	PQ 201219-162319
BILL DATE:	1/7/2022
SUBTOTAL:	\$5,855.73
SALES TAX:	\$0.00
TOTAL:	\$5,855.73
AMOUNT DUE:	\$5,855.73

Contracted Customer:

Marko Dopudja WEST JEFFERSON HILLS SCH DIST 830 Old Clairton Road Jefferson Hills PA 15025 United States

CUSTOMER IE	NAME WEST JEFFERSON HILLS SCH DIST	CURRENCY	TERMS Net 30	INVOICE NUMBER INV-122309
PRODUCT	SERVICE/DESCRIPTION	SEQ#	QTY	PRICE TOTAL PRICE
9781681618005	CA CKLA Grade 3 Language Studio Complete Kit	1	1	\$624.00
9781681618012	CA CKLA Grade 4 Language Studio Complete Kit	2	1	\$599.00
9781681618029	CA CKLA Grade 5 Language Studio Complete Kit	3	1	\$499.00
9781683910084	CKLA Grade 2 Language Studio Student Activity B Volumes 1-3 (1 of each)	Books, All 4	1	\$1,299.99
9781683911067	CKLA GK Language Studio Prime Kit (2nd Ed Core	9) 5	1	\$1,199.99
9781683911074	CKLA G1 Language Studio Prime Kit (2nd Ed Core	6	1	\$1,199.99
CKLAMasterBund eSH	II Amplify Shipping and Handling CKLA Physical Ite	ms 10	1	\$433.76

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\$ubtotal \$5,855.73
Discount
Tax Total (%) \$0.00
Total \$5,855.73

Title III funds to cover reimbursement \$13917.60

BY 17.1 5 . 3333

2/6/2022

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

Please remit your payment to:

Amplify Education, Inc. P. O. Box 392294 Pittsburgh, PA 15251-9294 148754

For Period: 08/01/2018 - 07/31/2019

BILL TO:

West Jefferson Hills School District

835 Old Clairton Road

Jefferson Hills, PA 15025

NOV 1 0 2020

CONTRACTED

West Jefferson Hills School District

CUSTOMER: 835 Old Clairton Road

Jefferson Hills, PA 15025

PO NUMBER: 190007625

BILL NUMBER: INV-007105

CONTRACT: PQ 180420-101191

BILL DATE: 10/22/2018

SUBTOTAL \$1,517.50

SALES TAX \$0.00

TOTAL \$1,517.50

AMOUNT DUE: \$1,517.50

TOTAL

AMOUNT DUE: PATE DUE:

11/21/2018

CUSTOMER ID	NAME	8	CURRENCY	TERMS	INVOICE NUMBER
6175	West Jefferson Hills School District		USD	Net 30	INV-007105
	SERVICE/DESCRIPTION	SEQUENCE	QUANTITY	CHARGE RATE	CHARGE AMOUNT
MC00127 mCLASS®:D	IBELS Next® Software Annual Subscription	1	75	6.00	\$450.00
MC00164 mCLASS® P	latform Annual Student Subscription	2	75	8.90	\$667.50
MISCO0010 Implemen	tation with Remote Installation (per building)	3	1	400.00	\$400.00
				SUBTOTAL	\$1,517.50
				SALES TAX	\$0.00



22603401

\$1,517.50

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

Please remit your payment to:

Amplify Education, Inc. P. O. Box 392294 Pittsburgh, PA 15251-9294 148754

For Period: 08/01/2020 - 07/31/2021

BILL TO: Accounts Payable

CUSTOMER: 830 Old Clairton Road

West Jefferson Hills School District

830 Old Clairton Road Jefferson Hills, PA 15025

CONTRACTED West Jefferson Hills School District

Jefferson Hills, PA 15025

PO NUMBER:

21000769

BILL NUMBER:

INV-029292

CONTRACT:

PQ 190919-131096

BILL DATE:

09/11/2020

SUBTOTAL

\$2,677.05

SALES TAX \$0.00

TOTAL
AMOUNT DUE:

\$2,677.05 **\$**2,677.05

DATE DUE:

11/10/2020

CUSTOMER ID	NAME		CURRENCY	TERMS	INVOICE NUMBER
6175	West Jefferson Hills School District		USD	Net 60	INV-029292
	SERVICE/DESCRIPTION	SEQUENCE	QUANTITY	CHARGE RATE	CHARGE AMOUNT
MC00149 mCLASS®: Now	What?® Tools Annual Student Subscription	1	150	4.02	\$603.00
MC00164 mCLASS® Platfo	orm Annual Student Subscription	2	150	6.50	\$975.00
MC00226 CPQ mCLASS DI	BELS 8th Edition	3	150	4.38	\$657.00
MC00219 mCLASS DIBELS	8th Edition Kit - Kindergarten	4	1	47.00	\$47.00
MC00220 mCLASS DIBELS	8th Edition Kit - Grade 1	5	1	47.00	\$47.00
MC00221 mCLASS DIBELS	8th Edition Kit - Grade 2	6	1	47.00	\$47.00
PT00400 mCLASS w/ DIBB Course)	ELS 8th Ed Upgrade Training (6-Hours Online	7	6	49.00	\$294.00
550415011 Shipping (mCL	ASS®:DIBELS®)	8	1	7.05	\$7.05
				SUBTOTAL	\$2,677.05
				SALES TAX	\$0.00
				TOTAL	\$2,677.05

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

Please remit your payment to:

Amplify Education, Inc. P. O. Box 392294 Pittsburgh, PA 15251-9294 V 48754 For Period: 08/01/2020 - 07/31/2021

B!LL TO: Accounts Payable

West Jefferson Hills School District

830 Old Clairton Road

Jefferson Hills, PA 15025

PO NUMBER: **BILL NUMBER:** 21000769

CONTRACT:

SALES TAX

INV-029293 PQ 190919-131098

BILL DATE:

TOTAL

09/11/2020

SUBTOTAL \$2,677.05

NOV 1 0 2020

\$0.00

CONTRACTED West Jefferson Hills School District CUSTOMER: 830 Old Clairton Road

Jefferson Hills, PA 15025

AMOUNT DUE:

\$2,677.05 \$2,677.05

DATE DUE:

11/10/2020

INVOICE

CUSTOMER ID	NAME		CURRENCY	TERMS	INVOICE NUMBER
6175	West Jefferson Hills School District		USD	Net 60	INV-029293
	SERVICE/DESCRIPTION	SEQUENCE	QUANTITY	CHARGE RATE	CHARGE AMOUNT
MC00149 mCLASS®: No	w What?® Tools Annual Student Subscription	1	150	4.02	\$603.00
MC00164 mCLASS® Plat	form Annual Student Subscription	2	150	6.50	\$975.00
MC00226 CPQ mCLASS [DIBELS 8th Edition	3	150	4.38	\$657.00
MC00219 mCLASS DIBEL	S 8th Edition Kit - Kindergarten	4	1	47.00	\$47.00
MC00220 mCLASS DIBEL	S 8th Edition Kit - Grade 1	5	1	47.00	\$47.00
MC00221 mCLASS DIBEL	S 8th Edition Kit - Grade 2	6	1 .	47.00	\$47.00
PT00400 mCLASS w/ DI Course)	BELS 8th Ed Upgrade Training (6-Hours Online	7	6	49.00	\$294.00
550415011 Shipping (m	CLASS®:DIBELS®)	8	1	7.05	\$7.05
				SUBTOTAL	\$2,677.05
				SALES TAX	\$0.00
				TOTAL	\$2,677.05

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

Please remit your payment to:

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

For Period: 08/01/2019 - 07/31/2020

BILL TO: **Accounts Payable**

CUSTOMER: 835 Old Clairton Road

West Jefferson Hills School District

835 Old Clairton Road Jefferson Hills, PA 15025

Jefferson Hills, PA 15025

BILL NUMBER:

20000589

CONTRACT:

PO NUMBER:

INV-017453

BILL DATE:

PQ 180608-104019

09/19/2019

SUBTOTAL

\$1,490.00

\$0.00

CONTRACTED West Jefferson Hills School District

SALES TAX

\$1,490.00

TOTAL

\$1,490.00

DATE DUE:

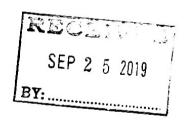
AMOUNT DUE:

10/19/2019

INVOICE NUMBER

CUSTOMER ID NAME			CURRENCY		NUMBER	
6175	West Jefferson Hills School District		USD	Net 30	INV-017453	
MC00165 mCLASS® Pla	SERVICE/DESCRIPTION atform Annual Student Subscription Renewal	SEQUENCE	QUANTITY	CHARGE RATE	CHARGE AMOUNT	
		1	100	8.90	\$890.00	
Renewal	BELS Next® Software Annual Subscription -	2	100	6.00	\$600.00	

SUBTOTAL \$1,490.00 SALES TAX \$0.00 TOTAL \$1,490.00



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Please remit your payment to:

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

For Period: 08/01/2019 - 07/31/2020

BILL TO:

Accounts Payable

West Jefferson Hills School District

835 Old Clairton Road Jefferson Hills, PA 15025 PO NUMBER:

20000588

BILL NUMBER:

INV-017454

CONTRACT:

PQ 180824-108747

BILL DATE:

09/19/2019

SUBTOTAL

\$1,117.50

CUSTOMER:

CONTRACTED West Jefferson Hills School District

835 Old Clairton Road

Jefferson Hills, PA 15025

SALES TAX

\$0.00

TOTAL

\$1,117,50

AMOUNT DUE:

\$1,117.50

DATE DUE:

10/19/2019

CUSTOMER ID	NAME		CURRENCY	TERMS	INVOICE NUMBER
6175	West Jefferson Hills School District		USD	Net 30	INV-017454
	SERVICE/DESCRIPTION	SEQUENCE	QUANTITY	CHARGE RATE	CHARGE AMOUNT
MC00165 mCLASS® Pla	tform Annual Student Subscription Renewal	1	75	8.90	\$667.50
MC00128 mCLASS®:DIE Renewal	BELS Next® Software Annual Subscription -	2	75	6.00	\$450.00

SUBTOTAL \$1,117.50 SALES TAX \$0.00 TOTAL \$1,117.50

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17-18.

Amplify.

55 Washington St., Suite 300, Brooklyn, NY 11201-1071 T: 212-213-8177 F: 347-662-2402

Please remit your payment to

Amplify Education, Inc. P. O. Box 9178 Uniondale, NY 11555-9178 V 48 154

07/08/2018

For Period: 05/01/2018 - 07/31/2019

DATE DUE:

BILL TO:	Accounts Payable West Jefferson Hills School District	PO NUMBER:	18002034
	835 Old Clairton Road	BILL NUMBER:	INV-001954
	Jefferson Hills, PA 15025	CONTRACT:	PQ 170830-94556
		BILL DATE:	06/08/2018
		SUBTOTAL	\$1,863.00
CONTRACTED	West Jefferson Hills School District	SALES TAX	\$0.00
CUSTOMER:	835 Old Clairton Road	TOTAL	\$1,863.00
	Jefferson Hills, PA 15025	AMOUNT DUE:	\$1,863.00

CUSTOMER ID	NAME	9	CURRENCY	TERMS	INVOICE NUMBER
6175	West Jefferson Hills School District		USD	Net 30	INV-001954
	SERVICE/DESCRIPTION	SEQUENCE	QUANTITY	CHARGE RATE	CHARGE AMOUNT
MC00128 mCLASS®:DII Renewal	BELS Next® Software Annual Subscription -	1	100	7.50	\$750.00
MC00165 mCLASS® Pla	atform Annual Student Subscription Renewal	2	100	11.13	\$1,113.00
				SUBTOTAL	\$1,863.00
				SALES TAX	\$0.00
				TOTAL	\$1,863.00

2017-2018

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Amplify Price Quote

PQ Number

PO# 170830-94556

Created Date

4/20/2018

Quote Expiration

5/20/2018

Date

Prepared By

Annette Fodero

Contact Name

Justin Liberatore

Title

Renewals Specialist

Account Name

West Jefferson Hills School District

Phone

(212) 796-2509 \$

Phone

(412) 655-2700 📞

Email

afodero@amplify.com

Email

iliberatore@wjhsd.net

Product:	Estate and Sun		Quantity	Sales Price	Total Price
mCLASS® Platform Annual Student Subscript mCLASS®:DIBELS Next® Software Annual St	ion Renewal		100.00 100.00	\$11.13 \$7.50	\$1,113.00 \$750.00
Subscription Start Date	5/1/2018	Subtotal Total Price			\$1,863.00 \$1,863.00
Subscription End Date	7/31/2019	Shipping & Handling Grand Total			\$0.00 \$1,863.00

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: Valid through Subscription End Date stated above.
- 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.

Grade Level

K; 1; 2

Participating

McClellan Elementary School

Schools

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



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CUSTOMER TERMS & CONDITIONS

- 1 <u>Scope.</u> 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 propnetary 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 softw
- 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. <u>Payments.</u> 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. <u>Shipments.</u> 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, nonreturnable, 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. <u>Confidentiality.</u> 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

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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. <u>Customer Materials</u>. 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. <u>Term; Termination.</u> 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, fires, floods, strikes, civil disturbances or terrorism, or interruptions in power, communications, satellites, the Internet, or any other network.

How to Order Our Products



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Amplify would like to process your order as quickly as possible. 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, check or credit card authorization form
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to lncomingPO@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 authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to <u>Accountsreceivable@amplify.com</u> or fax them to (347)-662-2402.
- Please do not mail credit card authorization forms.

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 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 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 fax or email.

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

Sole Source Information for mCLASS® and Burst®:Reading

Current as of:

4/20/2018

Amplify Education, Inc. is the sole and exclusive worldwide source for its proprietary patented mCLASS system for the administration and reporting of observation based assessments. The following assessment products are supported on the mCLASS system:

- mCLASS:DIBELS Next®
- mCLASS:IDEL®
- mCLASS:Math
- mCLASS:Reading3D™
- mCLASS:Reading3D™ Spanish
- mCLASS Now What?® Tools
 - mCLASS Home Connect®
 - mCLASS Item-Level Advisor™
 - mCLASS Small Group Advisor™

Amplify and its representatives are the sole providers of any updates, enhancements and related support services for the administration of the foregoing assessment tools on mobile devices.

Amplify is the sole and exclusive worldwide source for its proprietary **Burst:Reading** product. Burst:Reading technology analyzes formative assessment data at the item level to group students with similar needs, and provide teachers with multi-day sequences of curriculum and



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detailed lesson plans, synchronized to students' changing needs throughout the year. Burst Reading is comprised of content and technology that is protected by copyright, trade secret and patents pending held by Amplify. Burst Reading operates exclusively in conjunction with the mCLASS system.

Sole Source Information for Amplify ELA

Amplify Education, Inc. is the sole source for the Amplify ELA family of products. Amplify is the author and copyright holder, as well as the sole publisher and distributor of these products.

Sole Source Information for Amplify Science & Seeds of Science/Roots of Reading®

Current as of:

4/20/2018

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Sole Source Information for Core Knowledge Language Arts® (CKLA™)

Current as of:

4/20/2018

Through a license agreement with the Core Knowledge Foundation, Amplify Education, Inc. is the sole and exclusive worldwide commercial source for the Core Knowledge Language Arts Program for grades PreK-5. Through a services agreement with the Core Knowledge Foundation, Amplify is also the only authorized commercial provider of professional development and customer support for implementation of this program.

The foregoing sole source information is provided for informational purposes only. Should you wish to obtain more information or a signed sole source statement for your records, please contact your Amplify sales representative or account manager.