

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 WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States

Contracted Customer:

Melanie Christy WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States For Period: 7/1/2022 - 7/2/2023

PO NUMBER:	2200027266
BILL NUMBER:	INV-131105
CONTRACT:	PQ 220114-208465
BILL DATE:	5/11/2022
SUBTOTAL:	\$11,599.60
SALES TAX:	\$0.00
TOTAL:	\$11,599.60
AMOUNT DUE:	\$0.00
DATE DUE:	6/10/2022

CUSTOMER ID	NAME	CURRENCY	٦	TERMS	INVOIC	E NUMBER
19249	Windber Area School District	USD	ı	Net 30	INV-	131105
PRODUCT	SERVICE/DESCRIPTION	I	SEQ#	QTY	PRICE	TOTAL PRICE
9781640890008	mCLASS DIBELS 8th Edition Kit - Kindergart	ten	1	5	\$47.00	\$235.00
9781640890015	mCLASS DIBELS 8th Edition Kit - Grade 1		2	4	\$47.00	\$188.00
9781640890022	mCLASS DIBELS 8th Edition Kit - Grade 2		3	4	\$47.00	\$188.00
9781640890039	mCLASS DIBELS 8th Edition Kit - Grade 3		4	4	\$47.00	\$188.00
9781640890046	mCLASS DIBELS 8th Edition Kit - Grade 4		5	5	\$47.00	\$235.00
9781640890053	mCLASS DIBELS 8th Edition Kit - Grade 5		6	4	\$47.00	\$188.00
MC00149	mCLASS®: Now What?® Tools Annual Stud	ent Subscription	7	585		\$8,716.50
mCLASSMasterBu ndleSH	Amplify Standard Shipping and Handling m Items	nCLASS Physical	11	1		\$61.10
PT00403	mCLASS DIBELS 8th Ed Adm. & Instr. Essen Day Onsite)	tials for Teachers (1	12	1	\$1,600.00	\$1,600.00
				Sul	ototal	\$11,599.60
					count	
				Tax Tot	al (%)	\$0.00
				T	otal \$	11,599.60

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

Bill To:

Accounts Payable WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States

Contracted Customer:

Charles Beckley Windber Area Elementary School 421 Sugar Maple Drive Windber PA 15963 United States

PO NUMBER:	2300029681
BILL NUMBER:	INV-170327
CONTRACT:	PQ 230421-280855
BILL DATE:	6/15/2023
SUBTOTAL:	\$183,103.60
SALES TAX:	\$0.00
TOTAL:	\$183,103.60
AMOUNT DUE:	\$0.00
DATE DUE:	7/15/2023

CUSTOMER ID	NAME	CURRENCY	TE	RMS	INVOICE	NUMBER
19249	Windber Area School District	USD	N	et 30	INV-	170327
PRODUCT	SERVICE/DESCRIPTION		SEQ#	QTY	PRICE	TOTAL PRICE
9781636024578- NIK	Amplify CKLA 2nd Ed G2 Complete Consuma	able Set_NS	1	315	\$34.20	\$10,773.00
9781636024936- NIK	Amplify CKLA 2nd Ed G1 Complete Consuma	able Set_NS	2	315	\$34.20	\$10,773.00
9781639484904- NIK	Amplify CKLA 2nd Ed G3 Consumable Set_NS	5	3	285	\$34.20	\$9,747.00
9781639487004- NIA	Amplify CKLA 2nd Ed GK Complete Teacher I	Kit_NS	4	5	\$2,300.00	\$11,500.00
9781639487011- NIA	Amplify CKLA 2nd Ed G1 Complete Teacher H	Kit_NS	5	5	\$2,100.00	\$10,500.00
9781639487028- NIA	Amplify CKLA 2nd Ed G2 Complete Teacher H	Kit_NS	6	5	\$2,000.00	\$10,000.00
9781639487035- NIA	Amplify CKLA 2nd Ed G3 Teacher Kit		7	2	\$750.00	\$1,500.00
9781639487042- NIA	Amplify CKLA 2nd Ed G4 Teacher Kit		8	2	\$700.00	\$1,400.00
9781639487585- NIK	Amplify CKLA GK Complete Classroom Kit		9	5	\$699.00	\$3,495.00
9781639487592- NIK	Amplify CKLA G1 Complete Classroom Kit		10	5	\$399.00	\$1,995.00
9781639487608- NIK	Amplify CKLA G2 Complete Classroom Kit		11	5	\$899.00	\$4,495.00
9781639487615- NIK	Amplify CKLA G3 Complete Classroom Kit		12	2	\$1,249.00	\$2,498.00
Invoice Payment Options: <u>Ordering Support</u>						1 of 3

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Please remit your payment to:

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

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781639487622- NIK	Amplify CKLA G4 Complete Classroom Kit	13	2	\$799.00	\$1,598.00
9781643836768- NIK	Amplify CKLA 2nd Ed GK Complete Consumable Set_NS	14	315	\$34.20	\$10,773.00
9781681613130- NIA	Amplify CKLA PreK Consumable Set	15	240	\$49.28	\$11,827.20
9781681615790- NIK	Amplify CKLA PreK Complete Classroom Kit	16	4	\$789.00	\$3,156.00
9781942010432- NIK	Amplify CKLA 2nd Ed G4 Consumable Set	17	255	\$34.20	\$8,721.00
9798885763622- NIA	Amplify CKLA 2nd Ed G5 Teacher Kit_NS	18	2	\$725.00	\$1,450.00
9798885763639- NIK	Amplify CKLA G5 Complete Classroom Kit_NS	19	2	\$974.00	\$1,948.00
9798885763684- NIK	Amplify CKLA 2nd Ed G5 Consumable Set_NS	20	285	\$34.20	\$9,747.00
CK02029	CKLA GK Interactive Classroom Student License	21	105	\$0.00	\$0.00
CK02030	CKLA G1 Interactive Classroom Student License	22	105	\$0.00	\$0.00
CK02031	CKLA G2 Interactive Classroom Student License	23	105	\$0.00	\$0.00
CK02032	CKLA G3 Interactive Classroom Student License	24	95	\$0.00	\$0.00
CK02033	CKLA G4 Interactive Classroom Student License	25	85	\$0.00	\$0.00
CK02034	CKLA G5 Interactive Classroom Student License	26	95	\$0.00	\$0.00
CK05089	CKLA 2nd Ed GK Dig Exp Teacher License _NS	27	5	\$0.00	\$0.00
CK05090	CKLA 2nd Ed G1 Dig Exp Teacher License _NS	28	5	\$0.00	\$0.00
CK05091	CKLA 2nd Ed G2 Dig Exp Teacher License _NS	29	5	\$0.00	\$0.00
CK05092	CKLA 2nd Ed G3 Dig Exp Teacher License _NS	30	2	\$0.00	\$0.00
CK05093	CKLA 2nd Ed G4 Dig Exp Teacher License _NS	31	2	\$0.00	\$0.00
CK05094	CKLA 2nd Ed G5 Dig Exp Teacher License _NS	32	2	\$0.00	\$0.00
CK05459	CKLA PreK Dig Exp Teacher License	33	4	\$0.00	\$0.00
CKLAMasterBundl eSH	Amplify Standard Shipping and Handling CKLA Physical Items	34	1	\$5,437.40	\$5,437.40
PT00091	Amplify CKLA 2nd Ed G3-5 Initial Training for Teachers (1 Day Onsite)	35	1	\$3,200.00	\$3,200.00



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

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
PT00102	Amplify CKLA 2nd Ed GK-2 Initial Training for Teachers (1 Day	36	1	\$3,200.00	\$3,200.00
P100102	Onsite)	30	ı	\$5,200.00	\$3,200.00
PT00116	Amplify CKLA 2nd Ed GK-5 Coaching (2 Day Consecutive Onsite)	37	2	\$4,800.00	\$9,600.00
PT00255	Amplify CKLA 2nd Ed GK-2 Enhancing Planning & Practice (1/2 Day Remote)	38	1	\$750.00	\$750.00
PT00277	Amplify CKLA 2nd Ed G3-5 Enhancing Planning & Practice (1/2 Day Remote)	39	1	\$750.00	\$750.00
PT00719	Amplify CKLA 2nd Ed GK-2 Small Group Instruction (1/2 Day Remote)	40	1	\$750.00	\$750.00
PT00720	Amplify CKLA 2nd Ed GK-2 Writing (1/2 Day Remote)	41	1	\$750.00	\$750.00
PT00722	Amplify CKLA 2nd Ed G3-5 Small Group Instruction (1/2 Day Remote)	42	1	\$750.00	\$750.00
PT00723	Amplify CKLA 2nd Ed G3-5 Writing (1/2 Day Remote)	43	1	\$750.00	\$750.00
PT01478	Boost Reading Getting Started for Teachers (Self-Paced Online Course)	44	5	\$49.00	\$245.00
SUP00089	Amplify Reading Site License ES (501-750 students)	45	1	\$29,025.00	\$29,025.00
			Subt	otal	\$183,103.60
			Disco	unt	
			Tax Total	(%)	\$0.00
			То	tal \$1	83,103.60



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

Bill To:

Accounts Payable WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States

Contracted Customer:

For Period: 7/1/2023 - 6/30/2024

PO NUMBER: 2400029961 INV-191982 **BILL NUMBER: CONTRACT**: PQ 220510-223398 **BILL DATE:** 8/9/2023 **SUBTOTAL:** \$8,716.50 **SALES TAX:** \$0.00 TOTAL: \$8,716.50 \$0.00 AMOUNT DUE: DATE DUE: 9/8/2023

CUSTOMER ID	NAME	CURRENCY	TE	RMS	INVOI	CE NUMBER
19249	Windber Area School District	USD	Ne	et 30	IN	/-191982
PRODUCT	SERVICE/DESCRIPTION	V	SEQ #	QTY	PRICE	TOTAL PRICE
MC00149	mCLASS®: Now What?® Tools Annual Stud	lent Subscription	1	585	\$3.83	\$2,240.55
MC00164	mCLASS® Platform Annual Student Subscr	ription	2	585	\$6.20	\$3,627.00
MC00226	mCLASS DIBELS 8th Edition (component)		3	585	\$4.18	\$2,445.30
MC00248	CPQ mCLASS Additional Assessment Meas	ures	4	585	\$0.69	\$403.65
				Subtotal		\$8,716.50
				Disc	count	
				Tax Tot	al (%)	\$0.00
				T	otal	\$8,716.50



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Bill To:

Accounts Payable WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States

Contracted Customer:

For Period: 7/1/2023 - 6/30/2024

PO NUMBER: 2400029964 INV-192065 **BILL NUMBER: CONTRACT**: PQ 230727-304200 **BILL DATE:** 8/9/2023 **SUBTOTAL:** \$1,200.00 **SALES TAX:** \$0.00 TOTAL: \$1,200.00 \$0.00 AMOUNT DUE: DATE DUE: 9/8/2023

CUSTOMER ID	NAME	CURRENCY	TE	RMS	INVOIC	E NUMBER
19249	Windber Area School District	USD	Ne	et 30	INV-	192065
PRODUCT	SERVICE/DESCRIPTIO	N	SEQ#	QTY	PRICE	TOTAL PRICE
PT01988	Amplify CKLA 2nd Ed PK OR K-2 OR 3-5 Initi Days Remote)	tial Training (1/2	1	1	\$1,200.00	\$1,200.00
					btotal count	\$1,200.00
				Tax Tot	:al (%)	\$0.00
				Т	otal	\$1,200.00



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Bill To:

Accounts Payable WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States

Contracted Customer:

Charles Beckley Windber Area Elementary School 421 Sugar Maple Drive Windber PA 15963 United States PO NUMBER: 2400

For Period: 9/1/2023 - 8/31/2024

2400030091 INV-203871 **BILL NUMBER: CONTRACT:** PQ 230907-318028 **BILL DATE:** 9/18/2023 **SUBTOTAL:** \$98.70 **SALES TAX:** \$0.00 TOTAL: \$98.70 \$0.00 AMOUNT DUE: DATE DUE: 10/18/2023

CUSTOMER ID	NAME	CURRENCY	TI	RMS	INVOIC	E NUMBER
19249	Windber Area School District	USD	N	et 30	INV	-203871
PRODUCT	SERVICE/DESCRIPTION	N	SEQ #	QTY	PRICE	TOTAL PRICE
9781640890015- NI	mCLASS DIBELS 8th Edition Kit - Grade 1		1	1	\$47.00	\$47.00
9781640890022- NI	mCLASS DIBELS 8th Edition Kit - Grade 2		2	1	\$47.00	\$47.00
mCLASSMasterBu ndleSH	Amplify Standard Shipping and Handling r Items	mCLASS Physical	3	1	\$4.70	\$4.70
				Sub	total	\$98.70
				Disc	count	
				Tax Tota	al (%)	\$0.00
				To	otal	\$98.70

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

Bill To:

Accounts Payable WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 **United States**

Contracted Customer:

Charles Beckley Windber Area Elementary School 421 Sugar Maple Drive Windber PA 15963 **United States**

For Period: 7/1/2023 - 6/30/2024

PO NUMBER: 2400030381 INV-246616 **BILL NUMBER: CONTRACT:** PQ 230803-306384 **BILL DATE:** 3/4/2024 **SUBTOTAL:** \$17,143.92 **SALES TAX:** \$0.00 **TOTAL:** \$17,143.92 \$0.00 AMOUNT DUE: DATE DUE: 4/3/2024

CUSTOMER ID	NAME	CURRENCY	TE	RMS	INVOIC	E NUMBER
19249	Windber Area School District	USD	Ne	et 30	INV-	246616
PRODUCT	SERVICE/DESCRIPTION		SEQ #	QTY	PRICE	TOTAL PRICE
9781636024578- NIK	Amplify CKLA 2nd Ed G2 Complete Consuma	ble Set_NS	1	10	\$38.00	\$380.00
9781636024936- NIK	Amplify CKLA 2nd Ed G1 Complete Consuma	ble Set_NS	2	10	\$38.00	\$380.00
9781639484904- NIK	Amplify CKLA 2nd Ed G3 Consumable Set_NS	5	3	10	\$38.00	\$380.00
9781639487004- NIA	Amplify CKLA 2nd Ed GK Complete Teacher H	Kit_NS	4	1	\$2,300.00	\$2,300.00
9781639487011- NIA	Amplify CKLA 2nd Ed G1 Complete Teacher R	Kit_NS	5	1	\$2,100.00	\$2,100.00
9781639487028- NIA	Amplify CKLA 2nd Ed G2 Complete Teacher R	Kit_NS	6	1	\$2,000.00	\$2,000.00
9781639487035- NIA	Amplify CKLA 2nd Ed G3 Teacher Kit		7	1	\$750.00	\$750.00
9781639487042- NIA	Amplify CKLA 2nd Ed G4 Teacher Kit		8	1	\$700.00	\$700.00
9781639487585- NIK	Amplify CKLA GK Complete Classroom Kit		9	1	\$699.00	\$699.00
9781639487592- NIK	Amplify CKLA G1 Complete Classroom Kit		10	1	\$399.00	\$399.00
9781639487608- NIK	Amplify CKLA G2 Complete Classroom Kit		11	1	\$899.00	\$899.00
9781639487615- NIK	Amplify CKLA G3 Complete Classroom Kit		12	1	\$1,249.00	\$1,249.00
	Invoice Paymei	nt Options: <u>Ordering</u>	Support			4 52



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

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9781639487622- NIK	Amplify CKLA G4 Complete Classroom Kit	13	1	\$799.00	\$799.00
9781643836768- NIK	Amplify CKLA 2nd Ed GK Complete Consumable Set_NS	14	10	\$38.00	\$380.00
9781942010432- NIK	Amplify CKLA 2nd Ed G4 Consumable Set	15	10	\$38.00	\$380.00
9798885763622- NIA	Amplify CKLA 2nd Ed G5 Teacher Kit_NS	16	1	\$725.00	\$725.00
9798885763639- NIK	Amplify CKLA G5 Complete Classroom Kit_NS	17	1	\$974.00	\$974.00
9798885763684- NIK	Amplify CKLA 2nd Ed G5 Consumable Set_NS	18	10	\$38.00	\$380.00
CKLAMasterBundl eSH	Amplify Standard Shipping and Handling CKLA Physical Items	19	1	\$1,269.92	\$1,269.92
			Sub	total	\$17,143.92
				ount	
			Tax Tota		\$0.00
			To	tal \$	17,143.92

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

Bill To:

Accounts Payable WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States

Contracted Customer: WINDBER AREA SCHOOL DISTRICT 2301 GRAHAM AVE WINDBER PA 15963 United States For Period: 7/1/2024 - 6/30/2030

PO NUMBER: 2400030506 INV-256609 **BILL NUMBER: CONTRACT:** PQ 231205-333245 **BILL DATE:** 5/6/2024 **SUBTOTAL:** \$45,388.60 **SALES TAX:** \$0.00 TOTAL: \$45,388.60 \$0.00 AMOUNT DUE: DATE DUE: 6/5/2024

CUSTOMER ID	NAME	CURRENCY	TE	RMS	INVOIC	E NUMBER
19249	Windber Area School District	USD	N	et 30	INV	-256609
PRODUCT	SERVICE/DESCRIPTION		SEQ#	QTY	PRICE	TOTAL PRICE
9780061862984- NI	Trade Book: Gris Grimly's Frankenstein		1	100	\$2.00	\$200.00
9780679755333- NI	Amplify ELA Student Text: A Raisin in the Sur	١	2	100	\$3.00	\$300.00
9781617007620- NI	Amplify ELA Student Text: Narrative of the Li Douglass Reader	ife of Frederick	3	100	\$1.00	\$100.00
9781620140109- NI	Amplify ELA Student Text: Summer of the Ma	ariposas	4	100	\$3.00	\$300.00
9781643830698- NI	Amplify ELA G6 UA Writing Journal: Dahl & N	larrative	5	600	\$1.00	\$600.00
9781643830704- NI	Amplify ELA G6 UB Writing Journal: Mysterie	s & Investigations	6	600	\$1.00	\$600.00
9781643830711- NI	Amplify ELA G6 UC Writing Journal: The Choo	colate Collection	7	600	\$1.00	\$600.00
9781643830728- NI	Amplify ELA G6 UD Writing Journal: The Gree	eks	8	600	\$1.00	\$600.00
9781643830735- NI	Amplify ELA G6 UE Writing Journal: Summer	of the Mariposas	9	600	\$1.00	\$600.00
9781643830742- NI	Amplify ELA G6 UF Writing Journal: The Titar	ic Collection	10	600	\$1.00	\$600.00
9781643830766- NI	Amplify ELA G6 Student Edition		11	600	\$9.00	\$5,400.00
9781643831046- NI	Amplify ELA G7 UA Writing Journal: Red Scar	f Girl & Narrative	12	600	\$1.00	\$600.00

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

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

PRODUCT	SERVICE/DESCRIPTION	SEQ#	QTY	PRICE	TOTAL PRICE
9781643831053- NI	Amplify ELA G7 UB Writing Journal: Character & Conflict	13	600	\$1.00	\$600.00
9781643831060- NI	Amplify ELA G7 UC Writing Journal: Brain Science	14	600	\$1.00	\$600.00
9781643831077- NI	Amplify ELA G7 UD Writing Journal: Poetry & Poe	15	600	\$1.00	\$600.00
9781643831084- NI	Amplify ELA G7 UE Writing Journal: The Frida & Diego Collection	16	600	\$1.00	\$600.00
9781643831091- NI	Amplify ELA G7 UF Writing Journal: The Gold Rush Collection	17	600	\$1.00	\$600.00
9781643831114- NI	Amplify ELA G7 Student Edition	18	600	\$9.00	\$5,400.00
9781643831398- NI	Amplify ELA G8 UA Writing Journal: Perspectives & Narrative	19	600	\$1.00	\$600.00
9781643831404- NI	Amplify ELA G8 UB Writing Journal: Liberty & Equality	20	600	\$1.00	\$600.00
9781643831411- NI	Amplify ELA G8 UC Writing Journal: Science & Science Fiction	21	600	\$1.00	\$600.00
9781643831428- NI	Amplify ELA G8 UD Writing Journal: Shakespeare's Romeo & Juliet	22	600	\$1.00	\$600.00
9781643831435- NI	Amplify ELA G8 UE Writing Journal: Holocaust: Memory & Meaning	23	600	\$1.00	\$600.00
9781643831442- NI	Amplify ELA 8F Writing Journal: The Space Race Collection	24	600	\$1.00	\$600.00
9781643831466- NI	Amplify ELA G8 Student Edition	25	600	\$9.00	\$5,400.00
9781643832449- NIA	Amplify ELA G6 Teacher Kit	26	1	\$0.00	\$0.00
9781643832456- NIA	Amplify ELA G7 Teacher Kit	27	1	\$0.00	\$0.00
9781643832463- NIA	Amplify ELA G8 Teacher Kit	28	1	\$0.00	\$0.00
ELA00593	Amplify ELA G6 Teacher License	29	1	\$0.00	\$0.00
ELA00617	Amplify ELA G6 Student License	30	100	\$57.00	\$5,700.00
ELA00644	Amplify ELA G7 Teacher License	31	1	\$0.00	\$0.00
ELA00668	Amplify ELA G7 Student License	32	100	\$57.00	\$5,700.00
ELA00695	Amplify ELA G8 Teacher License	33	1	\$0.00	\$0.00
	Invoice Payment Options: Ordering	g Support			

Invoice Payment Options: <u>Ordering Support</u>



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PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
ELA00719	Amplify ELA G8 Student License	34	100	\$57.00	\$5,700.00
ELAMasterBundle SH	Amplify Standard Shipping and Handling ELA Physical Items	35	1	\$388.60	\$388.60
PT00012	Amplify ELA Initial Training for Teachers (1 Day Onsite)	36	1	\$0.00	\$0.00
PT00272	Amplify ELA Strengthen: Focus Training (1 Hour Remote)	37	1	\$0.00	\$0.00
PT02001	Amplify ELA Strengthen Training (1/2 Day Remote)	38	2	\$0.00	\$0.00
			Sub	total	\$45,388.60
			Disc	ount	
			Tax Tota	ıl (%)	\$0.00
			To	tal	\$45,388.60



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

Bill To:

Accounts Payable WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States

Contracted Customer: WINDBER AREA SCHOOL DISTRICT 2301 GRAHAM AVE WINDBER PA 15963 United States PO NUMBER: 2500000121 **BILL NUMBER: INV-285832**CONTRACT: PQ 240313-346338

For Period: 7/1/2024 - 6/30/2025

BILL DATE: 8/5/2024 **SUBTOTAL:** \$7,916.40

SALES TAX: \$0.00 TOTAL: \$7,916.40

DATE DUE: 9/4/2024

AMOUNT DUE:

\$0.00

CUSTOMER ID	NAME	CURRENCY	Т	ERMS	INVOIC	E NUMBER
19249	Windber Area School District	USD	1	Net 30	INV	-285832
PRODUCT	SERVICE/DESCRIPTION		SEQ#	QTY	PRICE	TOTAL PRICE
9781636024936- NIK	Amplify CKLA 2nd Ed G1 Complete Consuma	able Set_NS	1	10	\$38.00	\$380.00
9781639487776- NIA	Amplify CKLA 2nd Ed GK Skills Teacher Print	Set_NS	2	1	\$1,100.00	\$1,100.00
9781639487783- NIA	Amplify CKLA 2nd Ed G1 Skills Teacher Print	Set_NS	3	1	\$1,100.00	\$1,100.00
9781639487790- NIA	Amplify CKLA 2nd Ed G2 Skills Teacher Print	Set_NS	4	1	\$1,000.00	\$1,000.00
9781681618654- NIA	Amplify CKLA 2nd Ed GK Knowledge Teache	r Print Set	5	1	\$1,000.00	\$1,000.00
9781681618661- NIA	Amplify CKLA 2nd Ed G1 Knowledge Teache	r Print Set	6	1	\$1,000.00	\$1,000.00
9781681618678- NIA	Amplify CKLA 2nd Ed G2 Knowledge Teache	r Print Set	7	1	\$1,000.00	\$1,000.00
9781681618685- NIA	Amplify CKLA 2nd Ed G3 Teacher Print Set		8	1	\$750.00	\$750.00
CKLAMasterBundl eSH	Amplify Standard Shipping and Handling Ck	(LA Physical Items	9	1	\$586.40	\$586.40
					ototal	\$7,916.40
				Disc Tax Tota	count al (%)	\$0.00
					otal	\$7,916.40
					Jear	47,510.40



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 WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States

Contracted Customer: WINDBER AREA SCHOOL DISTRICT 2301 GRAHAM AVE WINDBER PA 15963 United States

PO NUMBER:	2500000370
BILL NUMBER:	INV-288883
CONTRACT:	PQ 240702-373719
BILL DATE:	8/9/2024
SUBTOTAL:	\$546.20
SALES TAX:	\$0.00
TOTAL:	\$546.20
AMOUNT DUE:	\$0.00
DATE DUE:	9/8/2024

CUSTOMER ID	NAME	CURRENCY	TE	RMS	INVOI	E NUMBER
19249	Windber Area School District	USD	Ne	et 30	INV	-288883
PRODUCT	SERVICE/DESCRIPTION		SEQ #	QTY	PRICE	TOTAL PRICE
9780679755333- NI	Amplify ELA Student Text: A Raisin in the Su	ın	1	10	\$3.00	\$30.00
9781643831046- NI	Amplify ELA G7 UA Writing Journal: Red Sca	rf Girl & Narrative	2	10	\$1.00	\$10.00
9781643831053- NI	Amplify ELA G7 UB Writing Journal: Characte	er & Conflict	3	10	\$1.00	\$10.00
9781643831060- NI	Amplify ELA G7 UC Writing Journal: Brain Sc	cience	4	10	\$1.00	\$10.00
9781643831077- NI	Amplify ELA G7 UD Writing Journal: Poetry 8	& Poe	5	10	\$1.00	\$10.00
9781643831084- NI	Amplify ELA G7 UE Writing Journal: The Frid Collection	a & Diego	6	10	\$1.00	\$10.00
9781643831091- NI	Amplify ELA G7 UF Writing Journal: The Gold	d Rush Collection	7	10	\$1.00	\$10.00
9781643831114- NI	Amplify ELA G7 Student Edition		8	10	\$9.00	\$90.00
ELA00668	Amplify ELA G7 Student License		9	10	\$35.00	\$350.00
ELAMasterBundle SH	Amplify Standard Shipping and Handling EL	_A Physical Items	10	1	\$16.20	\$16.20
				Suk	total	\$546.20
					count	
				Tax Tot		\$0.00
	To the Co	ent Ontions: Ordering	Comment	To	otal	\$546.20



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 WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States

Contracted Customer:

WINDBER AREA SCHOOL DISTRICT 2301 GRAHAM AVE WINDBER PA 15963 United States PO NUMBER: 2500000418 **BILL NUMBER: INV-293532**CONTRACT: PQ 230809-307741

For Period: 7/1/2024 - 6/30/2025

BILL DATE: 8/22/2024 **SUBTOTAL:** \$8,716.50

SALES TAX: \$0.00 TOTAL: \$8,716.50

AMOUNT DUE:

DATE DUE: 9/21/2024

\$0.00

CUSTOMER ID	NAME	CURRENCY	TI	ERMS	INVOI	CE NUMBER
19249	Windber Area School District	USD	N	et 30	INV	/-293532
PRODUCT	SERVICE/DESCRIPTION	N	SEQ #	QTY	PRICE	TOTAL PRICE
MC00149	mCLASS®: Now What?® Tools Annual Stud	dent Subscription	1	585	\$4.00	\$2,340.00
MC00164	mCLASS® Platform Annual Student Subscr	ription	2	585	\$6.00	\$3,510.00
MC00226	mCLASS DIBELS 8th Edition (component)		3	585	\$4.20	\$2,457.00
MC00248	CPQ mCLASS Additional Assessment Meas	ures	4	585	\$0.70	\$409.50
				Sub	total	\$8,716.50
				Disc	ount	
				Tax Tota	al (%)	\$0.00
				To	otal	\$8,716.50



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 WINDBER AREA SCHOOL DISTRICT 2301 Graham Ave Windber PA 15963 United States

Contracted Customer:

Windber Area Elementary School 421 Sugar Maple Dr Windber PA 15963-2554 United States

PO NUMBER:	2500000730
BILL NUMBER:	INV-322099
CONTRACT:	PQ 240920-395199
BILL DATE:	11/20/2024
SUBTOTAL:	\$1,652.40
SALES TAX:	\$0.00
TOTAL:	\$1,652.40
AMOUNT DUE:	\$0.00
DATE DUE:	12/20/2024

CUSTOMER ID	NAME	CURRENCY	Т	ERMS	INVOI	CE NUMBER
19249	Windber Area School District	USD	١	Net 30	INV	/-322099
PRODUCT	SERVICE/DESCRIPTION		SEQ#	QTY	PRICE	TOTAL PRICE
9781636024585- NIK	Amplify CKLA 2nd Ed G2 Skills Consumable	Set_NS	1	15	\$32.00	\$480.00
9781636024936- NIK	Amplify CKLA 2nd Ed G1 Complete Consum	able Set_NS	2	15	\$38.00	\$570.00
9781636024943- NIK	Amplify CKLA 2nd Ed G1 Skills Consumable	Set_NS	3	15	\$32.00	\$480.00
CK02030	CKLA G1 Interactive Classroom Student Lice	ense	4	15	\$0.00	\$0.00
CKLAMasterBundl eSH	Amplify Standard Shipping and Handling Ch	KLA Physical Items	5	1	\$122.40	\$122.40
					ototal	\$1,652.40
					count	
				Tax Tot	al (%)	\$0.00
				T	otal	\$1,652.40

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800 Brooklyn, NY 11201 Phone: (800) 823-1969 Fax: (646) 403-4700 Quote #: Date: Expires On: Q-123992-1 3/19/2022 4/18/2022

Customer Contact Information Melanie Christy WINDBER AREA SCHOOL DISTRICT 814-467-4567 mchristy@windberschools.org Amplify Contact Information Janet Barry Inside Sales Representative jabarry@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Edition Kit - Kindergarten	5.00	\$47.00	\$235.00
mCLASS DIBELS 8th Edition Kit - Grade 1	4.00	\$47.00	\$188.00
mCLASS DIBELS 8th Edition Kit - Grade 2	4.00	\$47.00	\$188.00
mCLASS DIBELS 8th Edition Kit - Grade 3	4.00	\$47.00	\$188.00
mCLASS DIBELS 8th Edition Kit - Grade 4	5.00	\$47.00	\$235.00
mCLASS DIBELS 8th Edition Kit - Grade 5	4.00	\$47.00	\$188.00
mCLASS DIBELS 8th Ed with Dyslexia Screening - 1yr (2022-2023)	585.00	\$14.90	\$8,716.50
TOTAL			\$9,938.50

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
mCLASS w/ DIBELS 8th Ed Initial Training (1-Day Onsite)	1.00	\$3,200.00	\$1,600.00
TOTAL		\$3,200.00	\$1,600.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$61.10	\$61.10

GRAND TOTAL

\$11,599.60

Scope and Duration

Payment Terms:

This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
Page 1 of 5

Invoices in duplicate must be addressed to:

WINDBER AREA SCHOOL DISTRICT

VENNONA BROWN BUSINESS OFFICE 2301 GRAHAM AVENUE WINDBER, PA 15963

Phone: 814-467-4567 Ext: 808

Fax: 814-619-4178

Email:

V AMPLYFY

E 55 WASHINGTON STREET

N SUITE 800

D BROOKLYN, NY 11201

0

R Ph: Ext:

Fax:

State Contract #:

PURCHASE ORDER

PO #: 2200027266 Date: 05/10/2022

PO# MUST APPEAR ON ALL INVOICES, PACKAGES AND CORRESPONDENCE

Req: 0000207001 MELANIE CHRISTY

Bldg: WINDBER AREA ELEMENTARY SCHOOL

Ship Via:

S WINDBER AREA HIGH SCHOOL

H 2301 GRAHAM AVENUE

I WINDBER, PA 15963-1964

P

T Ph: 814-467-4567 Ext:

O Fax: 814-467-2123

Attention:

Seq	Item #	Catalog #/Description	Quantity	U/M	Unit Price	Gross
1		MCLASS DIBELS 8TH EDITION KIT -	5.00	EA	47.00	235.00
		KINDERGARTEN			i	
2	12	MCLASS DIBELS 8TH EDITION KIT - GRADE 1	4.00	EA	47.00	188.00
3		MCLASS DIBELS ITH EDITION KIT - GRADE 2	4.00	EA	47.00	188.00
4		MCLASS DIBELS 8TH EDITION KIT - GRADE 3	4.00	EA	47.00	188.00
5		MCLASS DIBELS 8TH EDITION KIT - GRADE 4	5.00	EA	47.00	235.00
6	1	MCLASS DIBELS 8TH EDITION KIT - GRADE 5	4.00	EA	47.00	188.00
7		MCLASS DIBELS 8TH EDITION WITH DYSLEXIA	585.00	EA	14.90	8,716.50
		SCREENING - 1 YEAR 2022 - 2023				
8		MCLASS W/DIBELS 8TH EDITION INITIAL	1.00	EA	1,600.00	1,600.00
9		TRANING (1 DAY ONSIGHT)			v.	
9	l.	SHIPPING & HANDLING	1.00		61.10	61.10
1		10-1241-610-000-00-000-000-000-0000				8,716.50
2		10-1241-610-000-00-000-000-000-0000				2,883.10
		Quote # Q-123992-1			e e	5.
Note:					TOTAL	11,599.60

Vanna J. Brown

Payment of invoices exceeding prices on PO will not be honored without authorization prior to shipment.

PURCHASE ORDER TERMS AND CONDITIONS

CANCELLED AFTER 60 DAYS-EXTENSION CONTACT B. O. RENDER SEPARATE INVOICE FOR EACH ORDER. ALL INVOICES MUST BE DIRECTED TO THE BUSINESS OFFICE. ONLY COMPLETED P. O. WILL BE AUTHORIZED FOR PAYMENT. OBTAIN CONSENT FOR PRICES INCREASES

NOTE: PURCHASER IS EXEMPT FROM

SALES AND USE TAX - EXEMPT ID: 76569107

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

License and Services Term:

- Licenses: 07/01/2022 until 06/30/2023.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

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

How to Order Our Products

Amplify would like to process your order as quickly as possible. 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 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:

- · Please email Accountsreceivable@amplify.com to request a secure credit card payment link
- Amplify accepts Visa and MasterCard payments.

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 <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. 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