

PURCHASE ORDER**I. MATERIALS**

- (1) The Materials to be provided ("Materials") by AMPLIFY EDUCATION, INC ("Vendor") consist of: AMPLIFY SCIENCE 8-YEAR IMPLEMENTATION PACKAGE – GRADES 6-8 CLASSROOM BUNDLES, DIGITAL SUBSCRIPTION AND ONE YEAR OF SCIENCE KITS.
- (2) The Materials provided pursuant to this Purchase Order ("PO") shall be approved, permitted and inspected according to [i.e. California Department of Education] standard practices.

II. COMPENSATION FOR MATERIALS

- (1) Vendor's total compensation for Materials provided under this PO ("Contract Price") is Six Hundred Thirty Seven Thousand Nine Hundred Ninety Six Dollars and Seventy Five Cents (\$637,996.75). to be paid as progress payments.

III. SCHEDULE FOR PROVISION OF MATERIALS

- (1) Vendor shall provide the initial materials for Year 1 of Implementation, partially by June 30, 2019 and the remaining materials for Year 1 by July 15, 2019. Subsequent schedule for provisions of materials for the remaining implementation years will be coordinated by Vendor and District prior to start of each school year.

IV. TERMS AND CONDITIONS

- (1) Vendor shall provide the Materials in accordance with the terms and conditions of this PO, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- (2) PO number must appear on all invoices and correspondence. Send invoices in duplicate to PLEASANTON UNIFIED SCHOOL DISTRICT, 4665 BERNAL AVENUE PLEASANTON, CALIFORNIA 94566, ATTN: ACCOUNTS PAYABLE, immediately upon performance.
- (3) Changes made to printed Terms and Conditions on this PO are null and void unless approved in writing by the District PURCHASING DEPARTMENT.
- (4) Vendor must comply with Appendix A.
- (5) Vendor has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Sections 15 and 25 relating to indemnification and limitation of District's liability.

AMPLIFY EDUCATION, INC

Vendor

Signature

5/01/19

Date

Richard Morris, Chief Financial Officer
Print Name & TitlePLEASANTON UNIFIED SCHOOL DISTRICT

District

Signature

Date

David Haglund, Ed.D. Superintendent
Print Name & Title

GENERAL TERMS AND CONDITIONS

- 1. DEFINITIONS:** "District": Pleasanton Unified School District. "Vendor": Entity providing Materials pursuant to this PO. "Materials": All materials, equipment, and supplies that the Vendor must provide pursuant to this PO. "Parties": District and Vendor. "PO" or "Contract": Includes these General Conditions.
- 2. PO FORCE AND EFFECT:** District is not responsible for materials provided without the authority of an order on this form. This PO shall supersede and control over all inconsistent provisions in any proposal. The provisions of this PO (which may include attachments) constitute the entire agreement between Vendor and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this PO shall, whether oral or written, be a part of this agreement. No modification of this PO shall be effective unless it is in writing. This PO shall supersede all other prior purchase orders and agreements between Vendor and District with respect to the work and services described herein. This PO may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Vendor. The headings in this PO are for convenience only and do not affect the construction of this PO.
- 3. FIRM PRICE:** Prices/quotations set forth in Vendor's proposals must be firm and shall be in effect for a period of not less than 45 days.
- 4. CONTRACT PRICE:** The Contract Price must include all taxes, surcharges and shipping. Vendor must notify the District Purchasing Department prior to delivery of any difference from the Vendor's proposal. Vendor's failure to notify the District of an increase in price shall constitute a waiver to any price adjustment and no change to the Contract Price shall be made.
- 5. MATERIALS:** Unless otherwise specified, all Materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 6. WARRANTY/QUALITY:** Unless specified otherwise, Vendor, manufacturer, or their assigned agents shall guarantee Materials against defects or failures for a minimum of one (1) year from final payment. All Materials must comply with California energy, conservation, environmental, and educational standards.
- 7. ALTERNATES:** No deviations from the specified items listed in the PO shall be made without District's prior written approval. When the name of a manufacturer, brand or make is used in describing any item, products of equal quality will be considered unless otherwise stated. The District shall be the sole judge of whether alternate products are acceptable.
- 8. CHANGE IN SCOPE OF PO:** Vendor agrees that District may request changes, reductions, or additions to the Materials. The Contract Price shall be adjusted by reasonable valuations of the cost. Vendor shall provide District with all information to substantiate the cost. District shall not accept any change in the Materials, price, or any other matter affecting the provision of Materials unless District approves the change in advance by a written, executed change order.
- 9. TIME IS OF THE ESSENCE:** Time is of the essence in each Contract provision and condition.
- 10. DELIVERIES:** Unless otherwise indicated on the PO, the delivery of all Materials shall be F.O.B. destination in Pleasanton, California, and accompanied by all necessary MSDS(s).
- 11. FAILURE TO DELIVER:** If Vendor fails to deliver any Materials in the manner or within the time called for by the PO, such Materials may be bought from any source by the District and, if the price of such Materials is greater than the Contract Price, the excess price will be charged to and collected from the Vendor.
- 12. PAYMENT:** Unless otherwise specified, Vendor shall submit an invoice for Materials under the Contract. District shall make payment for Materials in a lump sum within thirty (30) days of delivery to and approval by authorized District agents of all invoices and evidence required by District. District may deduct from payment amounts to protect District from loss because of: (1) sums spent by District performing Vendor's obligations; (2) stop payment notices; (3) unauthorized deviations from Contract; and (4) any other sums which District may recover from Vendor under the Contract or state law.
- 13. RECORDS:** District shall have the right to audit the Vendor's work records. Vendor shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Vendor shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Vendor. Vendor shall maintain all documents and records prepared by or furnished to Vendor during the course of providing the Materials for at least three (3) years following provision of the Materials, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but

are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its PO, and invoices, payrolls, records and all other data related to matters covered by this PO. Vendor shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of PO shall have the same rights conferred to District by this paragraph. Such rights shall be specifically enforceable.

14. INDEPENDENT CONTRACTOR: Vendor is an independent contractor and does not act as District's agent in any capacity. Vendor is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this PO regarding direction apply to and concern the result of the Vendor's provision of Materials not the means, methods, or scheduling of the provision of Materials. Vendor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Materials under this PO. Vendor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this PO as District's responsibility.

15. INDEMNIFICATION: To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, and volunteers ("indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions ("Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, infringement of patents, copyrights or trademarks, or otherwise, arising out of, connected with, or resulting from performance of the Contract unless Claims are caused wholly by the sole negligence or willful misconduct of indemnified parties. District may reject any legal representation that Vendor proposes to defend District.

16. PERMITS, LICENSES & REGISTRATION: Vendor and its employees, agents, and subcontractors shall maintain in force, at Vendor's sole cost, all licenses, permits and registration required for furnishing the Materials.

17. COMPLIANCE WITH LAWS: Vendor shall give all notices and comply with all laws, ordinances, rules and regulations concerning the Materials ("Laws"). If Vendor provides any Materials that do not comply with the Laws, without first notifying District, Vendor shall bear all costs.

18. OWNERSHIP OF RESULTS: Any interest (including copyright interests) of Vendor, or its subcontractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Vendor or its Subconsultants for the District under this PO, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this PO shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Vendor or its Subconsultants under this Agreement are not works for hire under U.S. law, Vendor hereby assigns to District all copyrights to such works. With District's prior written approval, Vendor may retain and use copies of such works for reference and as documentation of experience and capabilities.

19. ANTI-DISCRIMINATION: In connection with any District contracts, there shall be no discrimination against any employee because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Vendor agrees to comply with applicable laws including, but not limited to the California Fair Employment Practice Act (Gov. Code, § 12900 et seq.).

20. ANTI-TRUST CLAIM: Vendor shall assign to District all rights, title, and interest to all causes of action under § 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to a contract or subcontract. This assignment shall become effective when District tenders final payment to Vendor, without further acknowledgment.

21. CONFLICT OF INTEREST: Vendor certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

22. CONFIDENTIALITY: Any information, whether proprietary or not, made known to or discovered by Vendor during or in connection with the provision of Materials under this PO, will be kept confidential and not be disclosed to any other person. Vendor will immediately notify District in writing if it is requested to disclose any information made known to or discovered by it during or in connection with the provision of Materials under this PO. These conflicts of interest, confidentiality and limitations shall remain fully effective indefinitely after termination of provision of Materials to the District hereunder.

23. CONTRACT INTERPRETATION: Should any questions arise as to the meaning and intent of the Contract, the matter shall be referred to the Purchasing Director, Pleasanton Unified School District, whose written resolution of the question in each instance shall be final.

24. DISPUTES: In the event of a dispute between the Parties as to the provision of Materials, Contract interpretation, or payment, the Parties shall attempt to resolve the dispute by mediation, if mutually agreeable. The demand for mediation shall be made within ninety (90) days after initial written notice, and the demand shall not be made later than the time for Vendor to submit its request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Vendor's right to bring a civil action against the District.

25. LIMITATION OF DISTRICT'S LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of in connection with this Contract.

26. TERMINATION: District may terminate the Contract immediately upon District's written notice to Vendor. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.

27. LIQUIDATED DAMAGES: Intentionally omitted.

28. ATTORNEY FEE/COSTS: Should litigation be necessary to enforce any term or provisions, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

29. GOVERNING LAW: The Contract shall be governed by and construed in accordance with California laws with venue in the District's County.

30. EXECUTION: This Contract shall be deemed to have been executed in the City of Pleasanton, Santa Clara County, California.

31. BINDING CONTRACT: The Contract shall be binding upon the Parties and their successors and assigns, and inure to the benefit of the Parties, successors and assigns.

32. ASSIGNMENT OF CONTRACT: Vendor shall not assign or transfer any of its rights, burdens, duties, or obligations under the Contract without District's prior written consent.

33. DISTRICT WAIVER: District's waiver of any term, condition, covenant (term) or of a breach of any term shall not constitute waiver of any other term or of a breach of any other term.

34. LIMITATIONS: Except as expressly provided in this Contract, nothing in this PO shall operate to confer rights or benefits on persons or entities not party to this PO. As between the parties to this PO, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this PO, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

35. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Every provision required by law to be in the Contract shall be deemed to be inserted and the Contract shall be read and enforced as though included.

36. INVALID TERM: If a Court determined any Contract term to be illegal, invalid or unenforceable, the legality of the remaining terms shall not be affected, and the illegal term will not be part of the Contract.

37. ENTIRE CONTRACT: This PO and the documents expressly incorporated herein set forth the entire contract between the Parties and supersedes all prior agreements or understandings between the Parties concerning the subject of this PO. Where a conflict exists between provision(s) in a District-prepared form of agreement that is expressly incorporated into this PO, the provision(s) of that agreement shall control. In all other instances where a conflict exists between the provision(s) of this PO and an incorporated document, the provision(s) of this PO shall control.

APPENDIX

Appendix included in this Purchase Order:

A. QUOTE

Amplify Science Quote for Pleasanton USD

Summary Roll Up by Grade

Prepared for: Pleasanton Unified School District (CA)
8 years licensing; 1 years notebooks; no kit refills

Date prepared: May 1, 2019
End date: May 2027

This quote includes all materials and licenses required to support your adoption of Amplify Science.

8-YEAR ADOPTION				
Grade Level	Item Description	Sales Price	Qty	Total Price
Grade 6	Grade 6 Classroom Bundle includes all materials required to deliver nine units of instruction over an 8-year period: - Materials Kits (nonconsumables for 40 students and consumables for 5 classroom uses or 200 students) - Student investigation notebooks (25 copies each of 9 unit-specific notebooks; total of 300 students) - Digital teacher's access - NGSS Benchmark Assessments	\$4,017.16	12	\$48,205.92
	Grade 6 Print Teacher's Guides 1 copy each of 9 unit-specific teacher guides	FWO	12	\$0.00
	Grade 6 Print Teacher's Guides - Additional Support Staff 1 copy each of 9 unit-specific teacher guides	\$336.00	4	\$1,344.00
	Grade 6 Student Digital Access 8-year student license	\$89.00	1,221	\$108,669.00
	Grade 6 Student Investigation Notebooks with Article Compilation 25 copies each of 9 unit-specific notebooks (remaining 921 students in Year 1)	\$753.48	37	\$27,878.76
	Grade 6 Total			\$186,097.68
Grade 7	Grade 7 Classroom Bundle includes all materials required to deliver nine units of instruction over an 8-year period: - Materials Kits (nonconsumables for 40 students and consumables for 5 classroom uses or 200 students) - Student investigation notebooks (25 copies each of 9 unit-specific notebooks; total of 300 students) - Digital teacher's access - NGSS Benchmark Assessments	\$4,410.28	12	\$52,923.36
	Grade 7 Print Teacher's Guides 1 copy each of 9 unit-specific teacher guides	FWO	12	\$0.00
	Grade 7 Print Teacher's Guides - Additional Support Staff 1 copy each of 9 unit-specific teacher guides	\$336.00	4	\$1,344.00
	Grade 7 Student Digital Access 8-year student license	\$89.00	1,237	\$110,093.00
	Grade 7 Student Investigation Notebooks with Article Compilation 25 copies each of 9 unit-specific notebooks (remaining 937 students in Year 1)	\$753.48	38	\$28,632.24
	Grade 7 Total			\$192,992.60
Grade 8	Grade 8 Classroom Bundle includes all materials required to deliver nine units of instruction over an 8-year period: - Materials Kits (nonconsumables for 40 students and consumables for 5 classroom uses or 200 students) - Student investigation notebooks (25 copies each of 9 unit-specific notebooks; total of 300 students) - Digital teacher's access - NGSS Benchmark Assessments	\$4,701.48	12	\$56,417.76
	Grade 8 Print Teacher's Guides 1 copy each of 9 unit-specific teacher guides	FWO	12	\$0.00
	Grade 8 Print Teacher's Guides - Additional Support Staff 1 copy each of 9 unit-specific teacher guides	\$336.00	4	\$1,344.00
	Grade 8 Student Digital Access 8-year student license	\$89.00	1,306	\$116,234.00
	Grade 8 Student Investigation Notebooks with Article Compilation 25 copies each of 9 unit-specific notebooks (remaining 1,006 students in Year 1)	\$753.48	41	\$30,892.68
	Grade 8 Total			\$204,888.44
Subtotal				\$583,978.72
Sales Tax (9.25%)				\$54,018.03
Grand Total				\$637,996.75

The Grand Total stated above will be paid as the following progress payments (as referenced in the Purchase Order Section II):

- 50% on or before June 15, 2019
- 50% on or before July 15, 2019



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: 800.886.9126
Fax: 646.403.4700

Quote #: Q-01327-14
Date: 4/9/2019 12:48 AM
Expires On: 5/9/2019

END DATE: MAY 2027

Customer Contact Information

Jenifer Perazzo
PLEASANTON UNIFIED SCHOOL DIST
(925) 462-5500
jperazzo@pleasantonusd.net

Amplify Contact Information

Lisa Marinovich
Account Executive
(831) 461-4187
lmarinovich@amplify.com

PRODUCT	DESCRIPTION	QUANTITY	ISBN	LIST PRICE	TOTAL PRICE
Amplify Science Middle School: Grade 6 Integrated Course Model Kit and Student Investigation Notebooks (25 qty per unit)		12.00	978-1-64482-492-4	\$4,017.16	\$48,205.92
Amplify Science Middle School: Grade 7 Integrated Course Model Kit and Student Investigation Notebooks (25 qty per unit)		12.00	978-1-64482-494-8	\$4,410.28	\$52,923.36
Amplify Science Middle School: Grade 8 Integrated Course Model Kit and Student Investigation Notebooks (25 qty per unit)		12.00	978-1-64482-496-2	\$4,701.48	\$56,417.76
Amplify Science Middle School: G6 California - Digital Student Annual License - EIGHT YEAR	Eight year access to digital Student license for California Integrated Model for Grade 6. Includes the following nine units: Microbiome; Metabolism; Metabolism Engineering Internship; Traits and Reproduction; Thermal Energy; Ocean, Atmosphere, and Climate; Weather Patterns; Earth's Changing Climate; Earth's Changing Climate Engineering Internship	1,221.00	978-1-64333-500-1	\$89.00	\$108,669.00

PRODUCT	DESCRIPTION	QUANTITY	ISBN	LIST PRICE	TOTAL PRICE
Amplify Science Middle School: G7 California - Digital Student Annual License - EIGHT YEAR	Eight year access to digital Student license for California Integrated Model for Grade 7. Includes the following nine units: Geology on Mars; Plate Motion; Plate Motion Engineering Internship; Rock Transformations; Phase Change; Phase Change Engineering Internship; Chemical Reactions; Populations and Resources; Matter and Energy in Ecosystems	1,237.00	978-1-64333-508-7	\$89.00	\$110,093.00
Amplify Science Middle School: G8 California - Digital Student Annual License - EIGHT YEAR	Eight year access to digital Student license for California Integrated Model for Grade 8. Includes the following nine units: Harnessing Human Energy; Force and Motion; Force and Motion Engineering Internship; Magnetic Fields; Light Waves; Natural Selection; Natural Selection Engineering Internship; Evolutionary History	1,306.00	978-1-64333-516-2	\$89.00	\$116,234.00
Amplify Science Middle School: Grade 6 Integrated Course Model Student Investigation Notebooks (25 qty per unit)		37.00	978-1-64482-493-1	\$753.48	\$27,878.76
Amplify Science Middle School: Grade 7 Integrated Course Model Student Investigation Notebooks (25 qty per unit)		38.00	978-1-64482-495-5	\$753.48	\$28,632.24
Amplify Science Middle School: Grade 8 Integrated Course Model Student Investigation Notebooks (25 qty per unit)		41.00	978-1-64482-497-9	\$753.48	\$30,892.68
Amplify Science MS: Integrated Grade 6 Benchmark Assessments, 8 year student license (PDF and/or QTI) - Field Test	Amplify to provide PDF file and/or digital QTI file for access.	1,221.00		\$0.00	\$0.00
Amplify Science MS: Integrated Grade 7 Benchmark Assessments, 8 year student license (PDF and/or QTI) - Field Test	Amplify to provide PDF file and/or digital QTI file for access.	1,237.00		\$0.00	\$0.00
Amplify Science MS: Integrated Grade 8 Benchmark Assessments, 8 year student license (PDF and/or QTI) - Field Test	Amplify to provide PDF file and/or digital QTI file for access.	1,306.00		\$0.00	\$0.00

PRODUCT	DESCRIPTION	QUANTITY	ISBN	LIST PRICE	TOTAL PRICE
Amplify Science Middle School: G6 California - Digital Teacher's Guide Annual License - EIGHT YEAR	Eight year access to digital version of the Teacher's Guide for California Integrated Model for Grade 6. Includes the following nine units: Microbiome; Metabolism; Metabolism Engineering Internship; Traits and Reproduction; Thermal Energy; Ocean, Atmosphere, and Climate; Weather Patterns; Earth's Changing Climate; Earth's Changing Climate Engineering Internship	12.00	978-1-64333-476-9	\$540.00	\$0.00
Amplify Science Middle School: G7 California - Digital Teacher's Guide Annual License - EIGHT YEAR	Eight year access to digital version of the Teacher's Guide for California Integrated Model for Grade 7. Includes the following nine units: Geology on Mars; Plate Motion; Plate Motion Engineering Internship; Rock Transformations; Phase Change; Phase Change Engineering Internship; Chemical Reactions; Populations and Resources; Matter and Energy in Ecosystems	12.00	978-1-64333-484-4	\$540.00	\$0.00
Amplify Science Middle School: G8 California - Digital Teacher's Guide Annual License - EIGHT YEAR	Eight year access to digital version of the Teacher's Guide for California Integrated Model for Grade 8. Includes the following nine units: Harnessing Human Energy; Force and Motion; Force and Motion Engineering Internship; Magnetic Fields; Light Waves; Natural Selection; Natural Selection Engineering Internship; Evolutionary History	12.00	978-1-64333-492-9	\$540.00	\$0.00
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)		12.00	978-1-64333-964-1	\$336.00	\$0.00
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)		12.00	978-1-64333-965-8	\$336.00	\$0.00
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)		12.00	978-1-64333-966-5	\$336.00	\$0.00
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)		4.00	978-1-64333-964-1	\$336.00	\$1,344.00

PRODUCT	DESCRIPTION	QUANTITY	ISBN	LIST PRICE	TOTAL PRICE
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)		4.00	978-1-64333-965-8	\$336.00	\$1,344.00
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)		4.00	978-1-64333-966-5	\$336.00	\$1,344.00

SUB TOTAL	\$583,978.72
SALES TAX 9.25%	\$ 54,018.03
GRAND TOTAL	\$637,996.75

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: 50% of the fees specified in the Quote are due on or before June 15, 2019 and the remaining 50% on or before July 15 2019.
- 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: One year beginning on the subscription start date set forth on invoice.
- 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 IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com 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.

End Date: May 2027

The Grand Total stated above will be paid as the following progress payments (as referenced in the Purchase Order Section II):

50% on or before June 15, 2019

50% on or before July 15, 2019

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.

Customer 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, 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. 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, fires, floods, strikes, civil disturbances or terrorism, 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