55 Washington Street, Suite 900
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T: 800.886.9126 F: 646.403.4700
www.amplify.com

Amplify Price Quote

PQ Number	PQ# 150204-67716	Created Date	2/4/2015
		Quote Expiration Date	3/6/2015

Prepared By	Susan Macdonald	Contact Name	Sonal Patel
Title	Account Representative	Account Name	San Leandro Unified School District
On behalf of:	Andres Valadez	Phone	(510) 667-6204
Phone	800 823 1969 ext 250	Email	spatel@slusd.us
E-mail	smacdonald@amplify.com		

Product	Quantity	Sales Price	Total Price
CKLA Skills and Listening and Learning Kit (Grd K)	7.00	$2,495.00	$17,465.00
CKLA Skills and Listening and Learning Kit (Grd 1)	7.00	$2,895.00	$20,265.00
CKLA Skills and Listening and Learning Kit (Grd 2)	7.00	$2,395.00	$16,765.00
CKLA Skills and Listening and Learning Kit (Grd 3)	7.00	$2,495.00	$17,465.00
CKLA Complete Kit (Grd 4)	7.00	$1,499.00	$10,493.00
CKLA Complete Kit (Grd 5)	7.00	$1,499.00	$10,493.00

Subtotal	$92,946.00
Total Price	$92,946.00
Shipping & Handling	$7,435.68
Grand Total	$100,381.68

Scope and Duration

- This Proposal is valid for thirty (30) days.
- Prices do not include sales tax, if applicable.
- 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
- Payment terms, net 30 days.
- Kits are non-returnable. Expedited shipping is available at extra charge.
- Term of Training and Professional Development: Services listed herein to be used within one year of purchase.

Grade Level	K; 1; 2; 3; 4; 5;
Participating Schools	District wide purchase

This Price Quote is subject to the Standard Terms & Conditions of Amplify Education, Inc. Issuance of a purchase order or payment

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pursuant to this Price Quote shall be deemed acceptance of such Terms & Conditions.

Complimentary Training

WIth the purchase of Core Knowledge Language Arts Products, you may be entitled to complimentary training. The number of days you may be entitled to are listed below if applicable. Please confirm all details with your sales representative.

Complimentary Training Sessions	5

Terms & Conditions

1. **Scope**. Amplify Education, Inc. ("**Amplify**") and Customer wish to enter into the agreement created by the price quote, proposal, order form or renewal letter associated with 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 following products or services, as specified on the Quote: assessment software and content, digital and print curriculum and instructional materials, hardware devices, and professional development materials and services (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 standard Terms of Use, 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 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 Amplify with a then-current tax exemption certificate in advance of the delivery, license or performance of any Product, as applicable. 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, orders are non-refundable, non-returnable and non-exchangeable, except in the case of defective or missing materials reported by Customer within 14 days of receipt.

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6. **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.

7. **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.

8. **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 other applicable 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.

9. **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.

10. **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 LIMITNG 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. THIS AGREEMENT DOES NOT CREATE ANY RELATIONSHIP BETWEEN CUSTOMER AND ANY PROVIDER OF THIRD PARTY CONTENT AND SOFTWARE, AND NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY AMPLIFY WITH RESPECT TO ANY THIRD PARTY CONTENT OR SOFTWARE.

11. **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.

12. **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

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and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay Amplify any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless such fees were paid in advance for services not yet rendered at the time of termination. 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.

13. **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

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 and MasterCard Only). 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 paying via purchase order:

- To expedite your order, please email all documents to IncomingPO@amplify.com or fax it to (646) 403-4700.
- Purchase Orders can also be mailed to our Order Management Department.

If paying via credit card:

- 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 payments.*

If paying via 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 pay via Purchase Order or Credit Card.

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 900, 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

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email.

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