

## **ADDENDUM**

This Addendum is agreed and entered into by and between the **Boone County School District** (“District”) and Amplify Education, Inc. (“Vendor”), and is intended to amend, modify, and supplement the Amplify Customer Terms & Conditions available at <https://amplify.com/customer-terms>(hereinafter, the “Agreement”).

**WHEREAS**, the Vendor is providing educational or digital services to the Boone County Board of Education and, by extension, the District; and

**WHEREAS**, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

**WHEREAS**, the Vendor and District desire to enter into this Addendum for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations, and to amend, modify, and supplement the Agreement previously entered into; and

**NOW THEREFORE**, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties’ Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

**Section 1.     Definitions for Addendum.** For the purpose of this Addendum, the following definitions shall apply:

- 1.1 “Confidential Student Information” shall mean all information, whether PII or directory information included in the Education Records provided to or accessed by Vendor pursuant to the terms of the Parties’ Agreement.
- 1.2 “District Data” shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties’ Agreement.
- 1.3 “Education Records” shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

- 1.4 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in education records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

**Section 2. Student Privacy Acknowledgements.** The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to Vendor, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the collection and storage of certain District Data and Confidential Student Information, as set forth in Section 1 of this Addendum; (d) the Vendor is under the direct control of the District with respect to the use and maintenance of District Data and Confidential Student Information provided to it pursuant to the Parties’ Agreement; and (e) Vendor is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties’ Agreement.

**Section 3. Vendor’s Obligations.** Vendor acknowledges and agrees to the following: (a) Vendor is acting as a contractor to the District in performing the function, either directly under the terms of the Agreement and this Addendum, or indirectly through Vendor’s interfaces with another District contractor; (b) Vendor uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such as the student, his or herself, the student’s guardian, and the District) shall have access to the District Data in Vendor’s possession or control; and (c) Vendor uses reasonable methods to ensure that no third parties, except for Vendor’s third parties and subcontractors necessary to provide services under the Agreement shall have access to Confidential Student Information or Education Records in its control unless written authorization to distribute such information is provided by the District.

**Section 4. Ownership of Data.** As between District and Vendor, the District retains ownership of all Confidential Information, District Data, Education Records, and PII provided to Vendor pursuant to the Parties’ Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

**Section 5. Data Transmission.** The Vendor shall ensure the secure transmission of Confidential Student Information exchanged during the course of this agreement. All Confidential Student Information transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion

which comply, as appropriate, with National Institute of Standards and Technology (“NIST”) Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards (“FIPS”) 140-2 validated, to protect the confidentiality and integrity of the transmitted Confidential Student Information. In the event of any security incidents leading to a Security Breach (as defined below) affecting Confidential Student Information while in transit, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact as set forth in Section 8 of this Addendum.

**Section 6. Security of Data at Rest.** Vendor acknowledges that it is responsible for implementing industry standard measures to safeguard data at rest. This includes, but is not limited to, encryption of stored data, physical/logical access controls, regular security audits, and the prohibition of storing any data onto a personally owned device. All District Data must be stored in a secure environment, with access limited to authorized personnel only. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States. In the event of any security incidents leading to a Security Breach (as defined below) affecting data at rest, the Vendor agrees to notify the Client within 72 hours of discovery of such Security Breach and promptly take necessary remedial actions to mitigate the impact.

**Section 7. Prohibition Against Use of Student or District Likeness.** Vendor acknowledges and agrees that it may not disseminate the District’s name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District. Except to the extent necessary to deliver the services under the Agreement, Vendor further acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the District, student, or, if the student is a minor, the student’s parent/guardian. Vendor shall not in any case process Student Confidential Information to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purpose, and shall not sell, disclose, or otherwise process Student Confidential Information for any commercial purpose as defined by KRS 365.734.

**Section 8. Security Breach Remediation and Notice.** Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a security breach as defined by KRS 61.931 (“Security Breach”), Vendor shall notify the District in the most expedient time possible and without unreasonable delay, but within seventy-two (72) hours of determination of a Security Breach relating to the personal information in the possession of Vendor. The notice to the District shall

include all information the Vendor has with regard to the Security Breach at the time of notification. In the event of a Security Breach relating to the personal information in the possession of Vendor, Vendor shall bear the full cost of the legally required notification and investigation requirements set forth in KRS 61.933. In the event of a confirmed breach and solely to the extent required by applicable law, Vendor agrees to retain an independent IT consulting firm, to provide requisite forensic/recovery/notification services in a manner similar to that provided for by the Commonwealth Office of Technology's recommended data breach response plan. Vendor agrees to comply with all applicable provisions of KRS 61.931–.934 pertaining to the prevention of, investigation of, response to, and remediation of any and all such Security Breaches.

**Section 9. Cloud Computing Service Providers.** If Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person other than an educational institution that operates a cloud computing service”), Vendor agrees that: (a) Vendor shall not process Confidential Student Information or student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the District; (b) Vendor shall not in any case process Confidential Student Information to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purposes; (c) Vendor shall not sell, disclose, or otherwise process Confidential Student Information for any commercial purpose; and (d) via the execution of this Agreement, Vendor certifies to the District that it will comply with KRS 365.734(2).

**Section 10. Advertising Limitations.** Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the services as set forth in the Parties' Agreement. This section does not prohibit Vendor from using Confidential Student Information or District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement.

**Section 11. Open Records.** Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein.

Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

**Section 12. Law Enforcement or Court-Mandated Disclosures.** Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Information or Education Records held by the Vendor pursuant to the Parties' Agreement, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the Board's compliance with the confidentiality requirement of federal or state law.

**Section 13. Data Protection Upon Conclusion of Contract.** Upon termination, cancellation, expiration, or other conclusion of the Parties' Agreement, Vendor shall delete all Student Confidential Information in the possession of Vendor, its subcontractors, or agents to the District, unless the District, within ninety (90) days of such termination, requests in writing that such Student Confidential Information is returned to District.. Vendor shall complete such return or destruction within ninety (90) days of receiving written notice or contract termination, and, upon District's request, shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such request.

**Section 14. Insurance.** Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, Vendor shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Boone County Board of Education as additional insured in the Description of Operations section of the Certificate of Insurance.

**Section 15. Equitable Relief.** Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

**Section 16. Governance.** The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

**Section 17. Effect of Addendum.** The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be

bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

**IN WITNESS WHEREOF**, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

**BOONE COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**Amplify Education, Inc.**

By: Melissa Ulan

Date: 03 / 26 / 2024

Printed Name: Melissa Ulan

Title/Position: SVP Product, Literacy



## Price Quote

### Amplify

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

Quote #: Q-352340-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Andrew Gatewood  
Boone Co School District  
859-334-4440  
andrew.gatewood@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Burlington Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	5	\$0.00	\$14,995.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	208	\$790.40	\$7,113.60
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	5	0	\$2,300.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	104	\$4,992.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	104	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$8,082.40	\$22,533.60

**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	5	\$0.00	\$12,495.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	196	\$744.80	\$6,703.20
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	98	\$4,704.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	98	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$7,748.80	\$19,623.20

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	5	\$0.00	\$14,495.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	224	\$851.20	\$7,660.80
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	112	\$5,376.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	112	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	5	\$0.00	\$475.00
TOTAL					\$8,527.20	\$22,630.80



**Grade 3**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	5	\$0.00	\$9,995.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	222	\$843.60	\$7,592.40
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	111	\$5,328.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	111	\$0.00	\$0.00
TOTAL					\$8,471.60	\$17,587.40

**Grade 4**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	5	\$0.00	\$7,495.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	226	\$858.80	\$7,729.20
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	113	\$5,424.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	113	\$0.00	\$0.00
TOTAL					\$8,582.80	\$15,224.20

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	5	\$0.00	\$8,495.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	254	\$965.20	\$8,686.80
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	127	\$6,096.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	127	\$0.00	\$0.00
CKLA 2nd Edition G5 Readers, All Units (1 of each)_NS	979-8-88576-373-8	\$23.96	0	2	\$0.00	\$47.92
TOTAL					\$9,361.20	\$17,229.72

#### Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$9,590.63	\$4,795.31	\$4,795.32

TOTAL DISCOUNT	\$55,569.31
GRAND TOTAL	\$119,624.24

#### Scope and Duration

##### Payment Terms:

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

##### License and Services Term:

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

##### Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

### Quote Special Terms

Boost Reading included with CKLA Kits

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

CKLA Dig Exp Included with Consumables

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

Free-with-Order Teacher Digital Experience License with Kit

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

### How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](#) available at [amplify.com/acceptable-use](#) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](#)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.
7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.
8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.
9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.
10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).
11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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

Amplify Education, Inc. - Confidential Information

**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."





## Price Quote

### Amplify

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

Quote #: Q-352400-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Deshae Barnhorst  
Boone Co School District  
(859) 283-1003  
(859) 426-9000  
deshae.barnhorst@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Collins Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	5	\$0.00	\$14,995.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	184	\$699.20	\$6,292.80
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	5	0	\$2,300.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	92	\$4,416.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	92	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$7,415.20	\$21,712.80



**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	5	\$0.00	\$12,495.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	218	\$828.40	\$7,455.60
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	109	\$5,232.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	109	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$8,360.40	\$20,375.60

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	4	\$0.00	\$11,596.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	186	\$706.80	\$6,361.20
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	93	\$4,464.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	93	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	4	\$0.00	\$380.00
TOTAL					\$7,010.80	\$18,337.20

**Grade 3**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	4	\$0.00	\$7,996.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	192	\$729.60	\$6,566.40
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	96	\$4,608.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	96	\$0.00	\$0.00
TOTAL					\$7,177.60	\$14,562.40

**Grade 4**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	2	\$0.00	\$2,998.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	172	\$653.60	\$5,882.40
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	2	0	\$920.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	86	\$4,128.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	86	\$0.00	\$0.00
CKLA 2nd Edition G4 Readers, All Units (1 of each)	978-1-68391-224-8	\$19.96	0	36	\$0.00	\$718.56
TOTAL					\$5,701.60	\$9,598.96

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	2	\$0.00	\$3,398.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	172	\$653.60	\$5,882.40
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	2	0	\$920.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	86	\$4,128.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	86	\$0.00	\$0.00
CKLA 2nd Edition G5 Readers, All Units (1 of each)_NS	979-8-88576-373-8	\$23.96	0	36	\$0.00	\$862.56
<b>TOTAL</b>					<b>\$5,701.60</b>	<b>\$10,142.96</b>

**Shipping & Handling**

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$7,920.09	\$3,960.05	\$3,960.04

<b>TOTAL DISCOUNT</b>	<b>\$45,327.25</b>
<b>GRAND TOTAL</b>	<b>\$98,689.96</b>

**Scope and Duration****Payment Terms:**

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

**License and Services Term:**

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

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

### Quote Special Terms

**Boost Reading included with CKLA Kits**

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

**CKLA Dig Exp Included with Consumables**

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

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

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

### How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.
7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.
8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.
9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.
10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).
11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE

NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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





**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."



## Price Quote

### Amplify

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

Quote #: Q-352408-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Kim Simpson  
Boone Co School District  
859-384-7200  
kimberly.simpson@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Erpenbeck Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	5	\$0.00	\$14,995.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	244	\$927.20	\$8,344.80
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	5	0	\$2,300.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	122	\$5,856.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	122	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$9,083.20	\$23,764.80

**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	5	\$0.00	\$12,495.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	254	\$965.20	\$8,686.80
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	127	\$6,096.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	127	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	5	\$0.00	\$425.00
CKLA 2nd Edition G1 Skills Readers, All Units (1 of each)_NS	978-1-63602-477-6	\$27.96	0	2	\$0.00	\$55.92
TOTAL					\$9,361.20	\$21,662.72

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	5	\$0.00	\$14,495.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	256	\$972.80	\$8,755.20
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	128	\$6,144.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	128	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	5	\$0.00	\$475.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)_NS	978-1-63602-442-4	\$23.96	0	3	\$0.00	\$71.88
TOTAL					\$9,416.80	\$23,797.08

### Grade 3

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	5	\$0.00	\$9,995.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	224	\$851.20	\$7,660.80
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	112	\$5,376.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	112	\$0.00	\$0.00
TOTAL					\$8,527.20	\$17,655.80

### Grade 4

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	5	\$0.00	\$7,495.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	242	\$919.60	\$8,276.40
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	121	\$5,808.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	121	\$0.00	\$0.00
TOTAL					\$9,027.60	\$15,771.40

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	5	\$0.00	\$8,495.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	272	\$1,033.60	\$9,302.40
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	136	\$6,528.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	136	\$0.00	\$0.00
CKLA 2nd Edition G5 Readers, All Units (1 of each)_NS	979-8-88576-373-8	\$23.96	0	11	\$0.00	\$263.56
<b>TOTAL</b>					<b>\$9,861.60</b>	<b>\$18,060.96</b>

**Shipping & Handling**

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$10,110.59	\$5,055.30	\$5,055.29

<b>TOTAL DISCOUNT</b>	<b>\$60,332.90</b>
<b>GRAND TOTAL</b>	<b>\$125,768.05</b>

**Scope and Duration****Payment Terms:**

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

**License and Services Term:**

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

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

### Quote Special Terms

**Boost Reading included with CKLA Kits**

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

**CKLA Dig Exp Included with Consumables**

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

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

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

### How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).



5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.
7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.
8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.
9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.
10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).
11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE



NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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



**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."



## Price Quote

### Amplify

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

Quote #: Q-352420-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Ryan Burch  
Boone Co School District  
(859) 283-1003  
(859) 426-9000  
ryan.burch@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Florence Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	5	\$0.00	\$14,995.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	210	\$798.00	\$7,182.00
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	5	0	\$2,300.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	105	\$5,040.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	105	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$8,138.00	\$22,602.00

**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	5	\$0.00	\$12,495.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	214	\$813.20	\$7,318.80
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	107	\$5,136.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	107	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$8,249.20	\$20,238.80

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	5	\$0.00	\$14,495.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	228	\$866.40	\$7,797.60
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	114	\$5,472.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	114	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	5	\$0.00	\$475.00
TOTAL					\$8,638.40	\$22,767.60

**Grade 3**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	4	\$0.00	\$7,996.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	186	\$706.80	\$6,361.20
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	93	\$4,464.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	93	\$0.00	\$0.00
TOTAL					\$7,010.80	\$14,357.20

**Grade 4**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	4	\$0.00	\$5,996.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	188	\$714.40	\$6,429.60
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	94	\$4,512.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	94	\$0.00	\$0.00
TOTAL					\$7,066.40	\$12,425.60

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	4	\$0.00	\$6,796.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	196	\$744.80	\$6,703.20
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	98	\$4,704.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	98	\$0.00	\$0.00
TOTAL					\$7,288.80	\$13,499.20

#### Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$8,842.72	\$4,421.36	\$4,421.36

TOTAL DISCOUNT	\$50,812.96
GRAND TOTAL	\$110,311.76

#### Scope and Duration

##### Payment Terms:

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

##### License and Services Term:

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

##### Special Terms:

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

## Quote Special Terms

Boost Reading included with CKLA Kits

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

CKLA Dig Exp Included with Consumables

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

Free-with-Order Teacher Digital Experience License with Kit

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

## How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions



1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](#) available at [amplify.com/acceptable-use](#) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](#)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify’s written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](https://amplify.com/customer-requirements).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO

CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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

Amplify Education, Inc. - Confidential Information

**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."



## Price Quote

### Amplify

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

Quote #: Q-356522-3  
Date: 3/26/2024  
Expires On: 4/25/2024

### Customer Contact Information

Jennifer Patrick  
Boone Co School District  
(859) 283-1003  
(859) 426-9000  
jennifer.patrick@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### GK

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 2yrs (2024-2026)	\$38.00	0	230	\$874.00	\$7,866.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	\$48.00	0	115	\$5,520.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	\$32.00	0	115	\$3,680.00	\$0.00
TOTAL				\$10,074.00	\$7,866.00

### G1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 2yrs (2024-2026)	\$38.00	0	240	\$912.00	\$8,208.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	\$48.00	0	120	\$5,760.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	\$32.00	0	120	\$3,840.00	\$0.00
TOTAL				\$10,512.00	\$8,208.00

### G2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 2yr (2024-2026)	\$2,899.00	0	1	\$0.00	\$2,899.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 2yrs (2024-2026)	\$38.00	0	250	\$950.00	\$8,550.00
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 2yr (2024-2026)	\$196.00	1	0	\$196.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	\$48.00	0	125	\$6,000.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	\$0.00	0	125	\$0.00	\$0.00
TOTAL				\$7,146.00	\$11,449.00

### G3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 2yrs (2024-2026)	\$38.00	0	250	\$950.00	\$8,550.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	\$48.00	0	125	\$6,000.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	\$32.00	0	125	\$4,000.00	\$0.00
TOTAL				\$10,950.00	\$8,550.00

### G4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 2yrs (2024-2026)	\$38.00	0	230	\$874.00	\$7,866.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	\$48.00	0	115	\$5,520.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	\$32.00	0	115	\$3,680.00	\$0.00
TOTAL				\$10,074.00	\$7,866.00

### G5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 2yr (2024-2026)	\$1,699.00	0	1	\$0.00	\$1,699.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 2yrs (2024-2026)	\$38.00	0	250	\$950.00	\$8,550.00
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 2yr (2024-2026)	\$196.00	1	0	\$196.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	\$48.00	0	125	\$6,000.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	\$0.00	0	125	\$0.00	\$0.00
TOTAL				\$7,146.00	\$10,249.00

### Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$4,775.84	\$0.00	\$4,775.84

TOTAL DISCOUNT	\$55,902.00
GRAND TOTAL	\$58,963.84

### Scope and Duration

#### Payment Terms:

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

#### License and Services Term:

- Licenses: 07/01/2024 until 06/30/2026.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

#### Special Terms:

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

### Quote Special Terms

#### Promotional Pricing

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

### How to Order Our Products

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

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

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



**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

**Terms & Conditions**

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or



mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD.** Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under

applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand

and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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

Amplify Education, Inc. - Confidential Information

**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."



## Price Quote

### Amplify

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

Quote #: Q-352429-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Kathy Gutzwiller  
Boone Co School District  
(859) 283-1003  
(859) 426-9000  
kathy.gutzwiller@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Kelly Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	2	\$0.00	\$5,998.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	102	\$387.60	\$3,488.40
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	2	0	\$920.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	51	\$2,448.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	51	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	2	\$0.00	\$170.00
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)_NS	978-1-68391-787-8	\$19.96	0	1	\$0.00	\$19.96
TOTAL					\$3,755.60	\$9,676.36

**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	2	\$0.00	\$4,998.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	96	\$364.80	\$3,283.20
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	2	0	\$920.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	48	\$2,304.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	48	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	2	\$0.00	\$170.00
<b>TOTAL</b>					<b>\$3,588.80</b>	<b>\$8,451.20</b>

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	2	\$0.00	\$5,798.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	118	\$448.40	\$4,035.60
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	2	0	\$920.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	59	\$2,832.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	59	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	2	\$0.00	\$190.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)_NS	978-1-63602-442-4	\$23.96	0	9	\$0.00	\$215.64
TOTAL					\$4,200.40	\$10,239.24

### Grade 3

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	2	\$0.00	\$3,998.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	120	\$456.00	\$4,104.00
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	2	0	\$920.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	60	\$2,880.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	60	\$0.00	\$0.00
CKLA 2nd Edition G3 Readers, All Units (1 of each)	978-1-68391-223-1	\$44.00	0	10	\$0.00	\$440.00
TOTAL					\$4,256.00	\$8,542.00

### Grade 4

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	2	\$0.00	\$2,998.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	100	\$380.00	\$3,420.00
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	2	0	\$920.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	50	\$2,400.00	\$0.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	50	\$0.00	\$0.00
TOTAL					\$3,700.00	\$6,418.00

#### Grade 5

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	2	\$0.00	\$3,398.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	88	\$334.40	\$3,009.60
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	2	0	\$920.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	44	\$2,112.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	44	\$0.00	\$0.00
TOTAL					\$3,366.40	\$6,407.60

#### Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$4,168.45	\$2,084.23	\$2,084.22

TOTAL DISCOUNT	\$24,951.43
GRAND TOTAL	\$51,818.62

#### Scope and Duration

##### Payment Terms:

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



License and Services Term:

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

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

**Quote Special Terms**

**Boost Reading included with CKLA Kits**

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

**CKLA Dig Exp Included with Consumables**

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

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

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

**How to Order Our Products**

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade

secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](https://amplify.com/customer-requirements).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES

RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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



**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."



## Price Quote

### Amplify

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

Quote #: Q-352444-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Stephanie Stambaugh  
Boone Co School District  
(859) 283-1003  
(859) 426-9000  
stephanie.stambaugh@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Longbranch Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	7	\$0.00	\$20,993.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	344	\$1,307.20	\$11,764.80
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	7	0	\$3,220.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	172	\$8,256.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	172	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	7	\$0.00	\$595.00
TOTAL					\$12,783.20	\$33,352.80



**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	7	\$0.00	\$17,493.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	330	\$1,254.00	\$11,286.00
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	7	0	\$3,220.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	165	\$7,920.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	165	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	7	\$0.00	\$595.00
TOTAL					\$12,394.00	\$29,374.00

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	7	\$0.00	\$20,293.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	306	\$1,162.80	\$10,465.20
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	7	0	\$3,220.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	153	\$7,344.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	153	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	7	\$0.00	\$665.00
TOTAL					\$11,726.80	\$31,423.20



**Grade 3**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	7	\$0.00	\$13,993.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	330	\$1,254.00	\$11,286.00
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	7	0	\$3,220.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	165	\$7,920.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	165	\$0.00	\$0.00
TOTAL					\$12,394.00	\$25,279.00

**Grade 4**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	6	\$0.00	\$8,994.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	344	\$1,307.20	\$11,764.80
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	6	0	\$2,760.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	172	\$8,256.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	172	\$0.00	\$0.00
CKLA 2nd Edition G4 Readers, All Units (1 of each)	978-1-68391-224-8	\$19.96	0	22	\$0.00	\$439.12
TOTAL					\$12,323.20	\$21,197.92

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	3	\$0.00	\$5,097.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	370	\$1,406.00	\$12,654.00
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	3	0	\$1,380.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	185	\$8,880.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	185	\$0.00	\$0.00
CKLA 2nd Edition G5 Readers, All Units (1 of each)_NS	979-8-88576-373-8	\$23.96	0	110	\$0.00	\$2,635.60
<b>TOTAL</b>					<b>\$11,666.00</b>	<b>\$20,386.60</b>

**Shipping & Handling**

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$13,496.38	\$6,748.19	\$6,748.19

<b>TOTAL DISCOUNT</b>	<b>\$80,035.39</b>
<b>GRAND TOTAL</b>	<b>\$167,761.71</b>

**Scope and Duration****Payment Terms:**

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

**License and Services Term:**

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

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

### Quote Special Terms

**Boost Reading included with CKLA Kits**

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

**CKLA Dig Exp Included with Consumables**

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

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

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

### How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.
7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.
8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.
9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.
10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).
11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE

NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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





**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."





## Price Quote

### Amplify

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

Quote #: Q-352454-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Kelly Smith  
Boone Co School District  
859-334-7000  
kelly.smith@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### North Pointe Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	4	\$0.00	\$11,996.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	132	\$501.60	\$4,514.40
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	4	0	\$1,840.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	66	\$3,168.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	66	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	4	\$0.00	\$340.00
TOTAL					\$5,509.60	\$16,850.40

**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	4	\$0.00	\$9,996.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	156	\$592.80	\$5,335.20
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	78	\$3,744.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	78	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	4	\$0.00	\$340.00
TOTAL					\$6,176.80	\$15,671.20

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	4	\$0.00	\$11,596.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	198	\$752.40	\$6,771.60
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	99	\$4,752.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	99	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	4	\$0.00	\$380.00
TOTAL					\$7,344.40	\$18,747.60

**Grade 3**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	4	\$0.00	\$7,996.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	120	\$456.00	\$4,104.00
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	60	\$2,880.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	60	\$0.00	\$0.00
TOTAL					\$5,176.00	\$12,100.00

**Grade 4**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	4	\$0.00	\$5,996.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	160	\$608.00	\$5,472.00
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	80	\$3,840.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	80	\$0.00	\$0.00
TOTAL					\$6,288.00	\$11,468.00

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	4	\$0.00	\$6,796.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	144	\$547.20	\$4,924.80
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	72	\$3,456.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	72	\$0.00	\$0.00
TOTAL					\$5,843.20	\$11,720.80

#### Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$7,201.28	\$3,600.64	\$3,600.64

TOTAL DISCOUNT	\$39,938.64
GRAND TOTAL	\$90,158.64

#### Scope and Duration

##### Payment Terms:

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

##### License and Services Term:

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

##### Special Terms:

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

## Quote Special Terms

Boost Reading included with CKLA Kits

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

CKLA Dig Exp Included with Consumables

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

Free-with-Order Teacher Digital Experience License with Kit

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

## How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](#) available at [amplify.com/acceptable-use](#) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](#)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify’s written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](https://amplify.com/customer-requirements).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO



CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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

Amplify Education, Inc. - Confidential Information



**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."



## Price Quote

### Amplify

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

Quote #: Q-352451-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Chris Ritzi  
Boone Co School District  
859-282-4620  
chris.ritzi@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Ockerman Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	6	\$0.00	\$17,994.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	264	\$1,003.20	\$9,028.80
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	6	0	\$2,760.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	132	\$6,336.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	132	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	6	\$0.00	\$510.00
TOTAL					\$10,099.20	\$27,532.80

**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	6	\$0.00	\$14,994.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	256	\$972.80	\$8,755.20
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	6	0	\$2,760.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	128	\$6,144.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	128	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	6	\$0.00	\$510.00
TOTAL					\$9,876.80	\$24,259.20

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	6	\$0.00	\$17,394.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	276	\$1,048.80	\$9,439.20
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	6	0	\$2,760.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	138	\$6,624.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	138	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	6	\$0.00	\$570.00
TOTAL					\$10,432.80	\$27,403.20

**Grade 3**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	6	\$0.00	\$11,994.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	282	\$1,071.60	\$9,644.40
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	6	0	\$2,760.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	141	\$6,768.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	141	\$0.00	\$0.00
TOTAL					\$10,599.60	\$21,638.40

**Grade 4**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	5	\$0.00	\$7,495.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	252	\$957.60	\$8,618.40
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	126	\$6,048.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	126	\$0.00	\$0.00
CKLA 2nd Edition G4 Readers, All Units (1 of each)	978-1-68391-224-8	\$19.96	0	1	\$0.00	\$19.96
TOTAL					\$9,305.60	\$16,133.36

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	5	\$0.00	\$8,495.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	280	\$1,064.00	\$9,576.00
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	140	\$6,720.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	140	\$0.00	\$0.00
TOTAL					\$10,084.00	\$18,071.00

**Shipping & Handling**

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$11,292.48	\$5,646.24	\$5,646.24

TOTAL DISCOUNT

\$66,044.24

GRAND TOTAL

\$140,684.20

**Scope and Duration****Payment Terms:**

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

**License and Services Term:**

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

**Special Terms:**

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.

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

### Quote Special Terms

Boost Reading included with CKLA Kits

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

CKLA Dig Exp Included with Consumables

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

Free-with-Order Teacher Digital Experience License with Kit

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

### How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

- 1. Scope.** These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.
- 2. License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.
- 3. Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
- 4. Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).
- 5. Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts

that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](https://amplify.com/customer-requirements).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH



THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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

**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."



## Price Quote

### Amplify

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

Quote #: Q-352442-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Lisa Resing  
Boone Co School District  
(859) 283-1003  
(859) 426-9000  
lisa.resing@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Steeplechase Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	4	\$0.00	\$11,996.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	178	\$676.40	\$6,087.60
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	4	0	\$1,840.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	89	\$4,272.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	89	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	4	\$0.00	\$340.00
TOTAL					\$6,788.40	\$18,423.60

**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	4	\$0.00	\$9,996.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	178	\$676.40	\$6,087.60
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	89	\$4,272.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	89	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	4	\$0.00	\$340.00
TOTAL					\$6,788.40	\$16,423.60

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	4	\$0.00	\$11,596.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	190	\$722.00	\$6,498.00
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	95	\$4,560.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	95	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	4	\$0.00	\$380.00
TOTAL					\$7,122.00	\$18,474.00

**Grade 3**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	4	\$0.00	\$7,996.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	200	\$760.00	\$6,840.00
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	100	\$4,800.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	100	\$0.00	\$0.00
TOTAL					\$7,400.00	\$14,836.00

**Grade 4**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	4	\$0.00	\$5,996.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	234	\$889.20	\$8,002.80
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	117	\$5,616.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	117	\$0.00	\$0.00
CKLA 2nd Edition G4 Readers, All Units (1 of each)	978-1-68391-224-8	\$19.96	0	17	\$0.00	\$339.32
TOTAL					\$8,345.20	\$14,338.12

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	4	\$0.00	\$6,796.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	220	\$836.00	\$7,524.00
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	110	\$5,280.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	110	\$0.00	\$0.00
CKLA 2nd Edition G5 Readers, All Units (1 of each)_NS	979-8-88576-373-8	\$23.96	0	10	\$0.00	\$239.60
<b>TOTAL</b>					<b>\$7,956.00</b>	<b>\$14,559.60</b>

**Shipping & Handling**

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$8,129.19	\$4,064.59	\$4,064.60

<b>TOTAL DISCOUNT</b>	<b>\$48,464.59</b>
<b>GRAND TOTAL</b>	<b>\$101,119.52</b>

**Scope and Duration****Payment Terms:**

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

**License and Services Term:**

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

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

### Quote Special Terms

**Boost Reading included with CKLA Kits**

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

**CKLA Dig Exp Included with Consumables**

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

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

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

### How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).



5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.
7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.
8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.
9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.
10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).
11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE

NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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



**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."



## Price Quote

### Amplify

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

Quote #: Q-352427-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Eric Blankenship  
Boone Co School District  
(859) 283-1003  
(859) 426-9000  
eric.blankenship@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Stephens Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	5	\$0.00	\$14,995.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	196	\$744.80	\$6,703.20
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	5	0	\$2,300.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	98	\$4,704.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	98	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$7,748.80	\$22,123.20

**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	5	\$0.00	\$12,495.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	210	\$798.00	\$7,182.00
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	105	\$5,040.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	105	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$8,138.00	\$20,102.00

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	4	\$0.00	\$11,596.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	176	\$668.80	\$6,019.20
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	88	\$4,224.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	88	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	4	\$0.00	\$380.00
TOTAL					\$6,732.80	\$17,995.20

**Grade 3**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	5	\$0.00	\$9,995.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	216	\$820.80	\$7,387.20
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	108	\$5,184.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	108	\$0.00	\$0.00
TOTAL					\$8,304.80	\$17,382.20

**Grade 4**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	2	\$0.00	\$2,998.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	160	\$608.00	\$5,472.00
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	2	0	\$920.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	80	\$3,840.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	80	\$0.00	\$0.00
CKLA 2nd Edition G4 Readers, All Units (1 of each)	978-1-68391-224-8	\$19.96	0	30	\$0.00	\$598.80
TOTAL					\$5,368.00	\$9,068.80

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	2	\$0.00	\$3,398.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	198	\$752.40	\$6,771.60
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	2	0	\$920.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	99	\$4,752.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	99	\$0.00	\$0.00
CKLA 2nd Edition G5 Readers, All Units (1 of each)_NS	979-8-88576-373-8	\$23.96	0	49	\$0.00	\$1,174.04
<b>TOTAL</b>					<b>\$6,424.40</b>	<b>\$11,343.64</b>

**Shipping & Handling**

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$8,192.63	\$4,096.32	\$4,096.31

<b>TOTAL DISCOUNT</b>	<b>\$46,813.12</b>
<b>GRAND TOTAL</b>	<b>\$102,111.35</b>

**Scope and Duration****Payment Terms:**

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

**License and Services Term:**

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.



Special Terms:

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

### Quote Special Terms

**Boost Reading included with CKLA Kits**

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

**CKLA Dig Exp Included with Consumables**

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

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

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

### How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.
7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.
8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.
9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.
10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).
11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE

NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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



**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."



## Price Quote

### Amplify

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

Quote #: Q-352415-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

David Fuller  
Boone Co School District  
(859) 283-1003  
(859) 426-9000  
david.fuller@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Thornwilde Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	5	\$0.00	\$14,995.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	224	\$851.20	\$7,660.80
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	5	0	\$2,300.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	112	\$5,376.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	112	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$8,527.20	\$23,080.80



**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	5	\$0.00	\$12,495.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	246	\$934.80	\$8,413.20
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	123	\$5,904.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	123	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	5	\$0.00	\$425.00
TOTAL					\$9,138.80	\$21,333.20

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	5	\$0.00	\$14,495.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	212	\$805.60	\$7,250.40
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	106	\$5,088.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	106	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	5	\$0.00	\$475.00
TOTAL					\$8,193.60	\$22,220.40



**Grade 3**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	5	\$0.00	\$9,995.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	246	\$934.80	\$8,413.20
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	123	\$5,904.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	123	\$0.00	\$0.00
TOTAL					\$9,138.80	\$18,408.20

**Grade 4**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	5	\$0.00	\$7,495.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	254	\$965.20	\$8,686.80
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	127	\$6,096.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	127	\$0.00	\$0.00
CKLA 2nd Edition G4 Readers, All Units (1 of each)	978-1-68391-224-8	\$19.96	0	2	\$0.00	\$39.92
TOTAL					\$9,361.20	\$16,221.72

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	5	\$0.00	\$8,495.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	212	\$805.60	\$7,250.40
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	5	0	\$2,300.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	106	\$5,088.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	106	\$0.00	\$0.00
TOTAL					\$8,193.60	\$15,745.40

**Shipping & Handling**

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$9,784.55	\$4,892.27	\$4,892.28

TOTAL DISCOUNT	\$57,445.47
GRAND TOTAL	\$121,902.00

**Scope and Duration****Payment Terms:**

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

**License and Services Term:**

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

**Special Terms:**

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.

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

### Quote Special Terms

Boost Reading included with CKLA Kits

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

CKLA Dig Exp Included with Consumables

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

Free-with-Order Teacher Digital Experience License with Kit

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

### How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

- 1. Scope.** These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.
- 2. License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.
- 3. Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
- 4. Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).
- 5. Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts

that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](https://amplify.com/customer-requirements).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH

THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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

**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."





## Price Quote

### Amplify

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

Quote #: Q-352401-1  
Date: 3/11/2024  
Expires On: 4/10/2024

### Customer Contact Information

Renee Turner  
Boone Co School District  
renee.turner@boone.kyschools.us

### Amplify Contact Information

Melissa Hauke  
Account Executive - Kentucky  
mhauke@amplify.com

### Yealey Elementary

5 Year Teacher Digital, 2 Year Student Digital, 2 Year Student Print  
Boost Reading: 1 Year Licenses Free

### Kindergarten

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-748-6	\$2,999.00	0	4	\$0.00	\$11,996.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-64383-676-8	\$38.00	0	218	\$828.40	\$7,455.60
CKLA 2nd Ed GK Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-769-2	\$460.00	4	0	\$1,840.00	\$0.00
CKLA GK Dig Exp Student License - 2yr (2024-2026)	978-1-63602-775-3	\$48.00	0	109	\$5,232.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	109	\$0.00	\$0.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	4	\$0.00	\$340.00
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)_NS	978-1-68391-787-8	\$19.96	0	9	\$0.00	\$179.64
TOTAL					\$7,900.40	\$19,971.24



**Grade 1**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G1 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-753-0	\$2,499.00	0	4	\$0.00	\$9,996.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-493-6	\$38.00	0	216	\$820.80	\$7,387.20
CKLA 2nd Ed G1 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-770-8	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G1 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-776-0	\$48.00	0	108	\$5,184.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	108	\$0.00	\$0.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	4	\$0.00	\$340.00
CKLA 2nd Edition G1 Skills Readers, All Units (1 of each)_NS	978-1-63602-477-6	\$27.96	0	8	\$0.00	\$223.68
TOTAL					\$7,844.80	\$17,946.88

**Grade 2**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed G2 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-754-7	\$2,899.00	0	4	\$0.00	\$11,596.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63602-457-8	\$38.00	0	196	\$744.80	\$6,703.20
CKLA 2nd Ed G2 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-771-5	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G2 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-777-7	\$48.00	0	98	\$4,704.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	98	\$0.00	\$0.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	4	\$0.00	\$380.00
TOTAL					\$7,288.80	\$18,679.20

### Grade 3

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-755-4	\$1,999.00	0	4	\$0.00	\$7,996.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	978-1-63948-490-4	\$38.00	0	198	\$752.40	\$6,771.60
CKLA 2nd Ed G3 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-772-2	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G3 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-778-4	\$48.00	0	99	\$4,752.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	99	\$0.00	\$0.00
TOTAL					\$7,344.40	\$14,767.60

### Grade 4

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit_NS - 5yr (2024-2029)	978-1-63948-756-1	\$1,499.00	0	4	\$0.00	\$5,996.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each) Total Qty over 5yrs (2024-2029)	978-1-942010-43-2	\$38.00	0	196	\$744.80	\$6,703.20
CKLA 2nd Ed G4 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-773-9	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G4 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-779-1	\$48.00	0	98	\$4,704.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	98	\$0.00	\$0.00
TOTAL					\$7,288.80	\$12,699.20

**Grade 5**

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit_NS - 5yr (2024-2029)	979-8-88576-375-2	\$1,699.00	0	4	\$0.00	\$6,796.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)_NS Total Qty over 5yrs (2024-2029)	979-8-88576-368-4	\$38.00	0	204	\$775.20	\$6,976.80
CKLA 2nd Ed G5 Dig Exp Teacher License _NS - 5yr (2024-2029)	978-1-63602-774-6	\$460.00	4	0	\$1,840.00	\$0.00
CKLA G5 Dig Exp Student License - 2yr (2024-2026)	978-1-63602-780-7	\$48.00	0	102	\$4,896.00	\$0.00
Boost Reading Student License - 1yr (2024-2025)	978-1-954216-45-7	\$0.00	0	102	\$0.00	\$0.00
CKLA 2nd Edition G5 Readers, All Units (1 of each)_NS	979-8-88576-373-8	\$23.96	0	2	\$0.00	\$47.92
TOTAL					\$7,511.20	\$13,820.72

**Shipping & Handling**

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$8,204.10	\$4,102.05	\$4,102.05

TOTAL DISCOUNT	\$49,280.45
GRAND TOTAL	\$101,986.89

**Scope and Duration****Payment Terms:**

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

**License and Services Term:**

- Licenses: 07/01/2024 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

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

### Quote Special Terms

**Boost Reading included with CKLA Kits**

Please note that the above pricing reflects one year of 25 Boost Reading Student Licenses included free with order with every purchase of a CKLA Complete Classroom kit.

**CKLA Dig Exp Included with Consumables**

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

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

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

### How to Order Our Products

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

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

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

**If submitting a purchase order:**

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

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

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

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

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

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

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

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.
7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.
8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.
9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.
10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).
11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE

NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

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





**As of March 2024**

**Rider to Amplify Education Inc.'s Terms and Conditions for Boone County School District**

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Boone County School District relating to Amplify's assessment and curriculum products:

**Paragraph 13, Term; Termination**

The following sentence will be added to the beginning of this Section: "This Agreement will remain in effect until terminated by either party for any reason upon (30) days' prior written notice to the other party."

**License and Services Term:**

The following language will replace the corresponding section of the Amplify price quote to which this rider is attached:

"Licenses: until 06/30/2029. Customer may terminate this Agreement on either of the following five dates before license expiration, if notice is provided to Amplify at least 30 days prior to such date:

- If terminated on 6/30/2024, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 1-year licenses.
- If terminated on 6/30/2025, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 2-year licenses
- If terminated on 6/30/2026, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 3-year licenses.
- If terminated on 6/30/2027, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 4-year licenses.
- If terminated on 6/30/2028, Amplify will refund Customer the total amounts above, less Amplify's then-current list price for equivalent 5-year licenses."