



Parents' Bill of Rights for Data Privacy and Security

The Greater Johnstown School District ("District") is committed to ensuring student privacy as well as teacher/principal privacy in accordance with local, state and federal regulations and policies. To this end and pursuant to the New York Education Law § 2-d, and its implementing regulations (Commissioner's regulations Part 121), the District is providing the following Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information shall not be sold or released for any commercial purposes, including by any third-party contractor, or its employees, agents or subcontractors, that receive such information from the District pursuant to an agreement for services or products.
2. Parents have the right to inspect and review the complete contents of their child's educational record and may do so by contacting the records management officer, Larraina Carpenter, at 518-762-4611.
3. State and federal laws, such as NYS Education Law Section 2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by New York State is available for public review at <http://www.nysed.gov/student-data-privacy-security>, and by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints may be submitted to Dr. William Crankshaw, Superintendent of Schools at (518) 762-4611 or by email at wcrankshaw@johnstownschoools.org.
6. Parents have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's personally identifiable information occurs.
7. Educational agency workers that handle personally identifiable information will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect personally identifiable information.
8. Education agency contracts with vendors that receive personally identifiable information will address statutory and regulatory data privacy and security requirements.



Supplemental Information to the Parents' Bill of Rights for Data Privacy and Security

9. The District has entered into agreement with Amplify Education, Inc.(hereinafter “Contractor”), for which student data and/or teacher or principal data will be used or accessible by Contractor. Such use shall be for the exclusive purpose(s) of: provision of educational products and services
10. The duration of the contract or written agreement, shall commence on _____ and expire on 06/30/2024. At the expiration of this contract, unless otherwise renewed or extended, Contractor shall return all student and/or teacher/principal data it possesses to District, and shall destroy any remaining student and/or teacher/principal data in Contractor’s possession (including employees, subcontractors, assignees, agents). Upon returning or destroying the student and/or teacher/principal data, the Contractor shall provide written notice of same to the District.
11. The Contractor shall contractually ensure that any subcontractors or authorized persons or entities to whom the Contractor will disclose any student data or teacher/principal data, if any, shall abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and their implementing regulations (e.g., FERPA, Education Law § 2-d). The Contractor shall do so by informing its officers, employees, assignees and subcontractors of and training them on all applicable federal and New York State laws and regulations that shall be followed and adhered to at all times. The Contractor shall astutely monitor its officers, employees, assignees and subcontractors to ensure compliance.
12. A parent, student, eligible student, teacher or principal may challenge the accuracy of the student or teacher or principal data that is collected by the Contractor by contacting the Superintendent of Schools, and for student data by following the procedures under FERPA for a student record amendment, or for teacher/principal data by following applicable provisions of 8 NYCRR Part 30 and District’s Annual Professional Performance Review Plan. Contractor shall work with the District to correct and amend any such challenges/requests.
13. The Contractor shall protect all student data or teacher/principal data through security protections consistent with industry standards. The Contractor shall store any student data or teacher/principal data in a secure location and shall ensure such data will be protected and data security and privacy risks are mitigated, and shall use encryption protections on such data while in motion and at rest.
14. Contractor shall provide a data security and privacy plan to the Greater Johnstown School District. Such data security and privacy plan shall be approved by the Greater Johnstown School District and attached to the contract or written agreement before such contract or written agreement may commence. Contractor’s data security and privacy plan shall:
 - a. Memorialize where the student data or teacher or principal data will be stored, and shall describe it in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and security and privacy risks mitigated.
 - b. Describe the contractor’s plan to protect all student and teacher/principal data using encryption while in motion and at rest, and shall identify the encryption protection system/procedure.
 - c. Outline how the Contractor will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, in concert with the District’s data security and privacy policy;
 - d. Specify the administrative, operational and technical safeguards and practices it has in place to protect PII that it will receive under the contract;
 - e. Demonstrate that it complies with the requirements of 8 NYCRR § 121.3(c);
 - f. Specify how officers or employees of Contractor and its assignees who have access to student

data, or teacher or principal data receive or will receive training on the federal state laws governing confidentiality of such data prior to receiving access;

- g. Specify how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency; and
- h. Describe whether, how and when data will be returned to the District or destroyed by Contractor at the expiration of the contract or written agreement.

Richard Morris

06 / 27 / 2023

Signature of Contractor Representative Date

Austin Heroth

08 / 9 / 2023

Signature of School District Representative Date



Price Quote

Amplify

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

Quote #: Q-116681-2
 Date: 6/22/2023
 Expires On: 7/22/2023

Customer Contact Information
 Nicole Panton
 GREATER JOHNSTOWN SCH DIST
 (518) 762-4611
 npanton@johnstownschoools.org

Amplify Contact Information
 Jennifer Fosegan
 Senior Account Executive
 jfosegan@amplify.com

Grade K

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition GK Complete Classroom Kit Bundle - 1yr (2022-2023)	978-1-63948-748-6	5.00	\$2,999.00	\$14,995.00
CKLA 2nd Edition Grade K Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	978-1-63602-166-9	5.00	\$0.00	\$0.00
CKLA 2nd Edition Grade K Multimedia Hub Student License - 1yr (2022-2023)	978-1-63602-172-0	125.00	\$0.00	\$0.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)_2022	978-1-64383-676-8	125.00	\$38.00	\$4,750.00
TOTAL				\$19,745.00

Grade 1

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G1 Complete Classroom Kit Bundle - 1yr (2022-2023)	978-1-63948-753-0	5.00	\$2,499.00	\$12,495.00
CKLA 2nd Edition Grade 1 Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	978-1-63602-167-6	5.00	\$0.00	\$0.00
CKLA 2nd Edition Grade 1 Multimedia Hub Student License - 1yr (2022-2023)	978-1-63602-173-7	125.00	\$0.00	\$0.00

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_2022	978-1-63602-493-6	125.00	\$38.00	\$4,750.00
TOTAL				\$17,245.00

Grade 2

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G2 Complete Classroom Kit Bundle - 1yr (2022-2023)	978-1-63948-754-7	5.00	\$2,899.00	\$14,495.00
CKLA 2nd Edition Grade 2 Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	978-1-63602-168-3	5.00	\$0.00	\$0.00
CKLA 2nd Edition Grade 2 Multimedia Hub Student License - 1yr (2022-2023)	978-1-63602-174-4	125.00	\$0.00	\$0.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)_2022	978-1-63602-457-8	125.00	\$38.00	\$4,750.00
TOTAL				\$19,245.00

Grade 3

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit Bundle - 1yr (2022-2023)	978-1-63948-755-4	5.00	\$1,999.00	\$9,995.00
CKLA 2nd Edition Grade 3 Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	978-1-63602-169-0	5.00	\$0.00	\$0.00
CKLA 2nd Edition Grade 3 Multimedia Hub Student License - 1yr (2022-2023)	978-1-63602-175-1	125.00	\$0.00	\$0.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)_2022	978-1-63948-490-4	125.00	\$38.00	\$4,750.00
TOTAL				\$14,745.00

Grade 4

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G4 Complete Classroom Kit Bundle - 1yr (2022-2023)	978-1-63948-756-1	4.00	\$1,499.00	\$5,996.00

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition Grade 4 Teacher Resource Site & Multimedia Hub License - 1yr (2022-2023)	978-1-63602-170-6	4.00	\$0.00	\$0.00
CKLA 2nd Edition Grade 4 Multimedia Hub Student License - 1yr (2022-2023)	978-1-63602-176-8	100.00	\$0.00	\$0.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each)	978-1-942010-43-2	150.00	\$38.00	\$5,700.00
TOTAL				\$11,696.00

Grade 5

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G5 Complete Classroom Kit Bundle - 1yr (2022-2023)	978-1-63948-757-8	2.00	\$1,699.00	\$3,398.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)	978-1-942010-44-9	125.00	\$38.00	\$4,750.00
TOTAL				\$8,148.00

S & H

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$7,265.92	\$7,265.92

GRAND TOTAL **\$98,089.92**

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

Special Terms:

- FOR SHIPPED MATERIALS:

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

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit 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 where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

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

If submitting your order via sending a check:

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

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

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

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

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for

instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

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

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

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

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

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

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

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

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

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

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

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced

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

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

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

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

Quote #: Q-122717-1
 Date: 6/28/2022
 Expires On: 7/28/2022

Customer Contact Information
 Nicole Panton
 GREATER JOHNSTOWN SCH DIST
 (518) 762-4611
 npanton@johnstownschoools.org

Amplify Contact Information
 Jennifer Fosegan
 Senior Account Executive
 jfosegan@amplify.com

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition GK Skills Teacher Guide Set, All Units: 1-10 (1 of each)_2022	978-1-63948-777-6	3.00	\$1,100.00	\$3,300.00
CKLA 2nd Edition GK Knowledge Teacher Guide Set, All Domains: 1-12 (1 of each)	978-1-68161-865-4	3.00	\$1,000.00	\$3,000.00
CKLA 2nd Edition GK Skills Readers, All Units (1 of each)_2022	978-1-68391-787-8	20.00	\$19.96	\$399.20
CKLA 2nd Edition G1 Skills Teacher Guide Set, All Units: 1-7 (1 of each)_2022	978-1-63948-778-3	4.00	\$1,100.00	\$4,400.00
CKLA 2nd Edition G1 Knowledge Teacher Guide Set, All Domains: 1-11 (1 of each)	978-1-68161-866-1	4.00	\$1,000.00	\$4,000.00
CKLA 2nd Edition G1 Skills Readers, All Units (1 of each)_2022	978-1-63602-477-6	20.00	\$27.96	\$559.20
CKLA 2nd Edition G2 Skills Teacher Guide Set, All Units: 1-6 (1 of each)_2022	978-1-63948-779-0	5.00	\$1,000.00	\$5,000.00
CKLA 2nd Edition G2 Knowledge Teacher Guide Set, All Domains: 1-12 (1 of each)	978-1-68161-867-8	5.00	\$1,000.00	\$5,000.00
CKLA 2nd Edition G2 Skills Readers, All Units (1 of each)_2022	978-1-63602-442-4	20.00	\$23.96	\$479.20

PRODUCT	ISBN	QUANTITY	PRICE	TOTAL PRICE
CKLA 2nd Edition G3 TG Set, All Units: 1-11, Cursive Activity Book (1 of each)	978-1-68161-868-5	4.00	\$750.00	\$3,000.00
CKLA 2nd Edition G3 Readers, All Units (1 of each)	978-1-68391-223-1	20.00	\$44.00	\$880.00
CKLA 2nd Edition G4 Teacher Guide Set, All Units: 1-8, Cursive Activity Book (1 of each)	978-1-68161-869-2	2.00	\$700.00	\$1,400.00
CKLA 2nd Edition G4 Readers, All Units (1 of each)	978-1-68391-224-8	20.00	\$19.96	\$399.20
CKLA 2nd Edition G5 Teacher Guide Set, All Units: 1-9, U7 Character Card Set (1 of each)	978-1-68161-870-8	2.00	\$725.00	\$1,450.00
CKLA 2nd Edition G5 Readers, All Units (1 of each)	978-1-68391-225-5	20.00	\$23.96	\$479.20
Amplify ELA G6 Teacher Edition Set A-F	978-1-64383-051-3	2.00	\$210.00	\$380.00
TOTAL				\$34,126.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$2,737.48	\$2,737.48

GRAND TOTAL \$36,863.48

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

Special Terms:

- FOR SHIPPED MATERIALS:

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

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit 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 where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

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

If submitting your order via sending a check:

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

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

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

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

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for

instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

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

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

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

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

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

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

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

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

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

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

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced

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

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

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

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

Quote #: Q-184816-2
Date: 6/22/2023
Expires On: 7/22/2023

Customer Contact Information

Nicole Panton
Greater Johnstown Sch Dist
(518) 762-4611
npanton@johnstownschoools.org

Amplify Contact Information

Jennifer Fosegan
Senior Account Executive
jfosegan@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Ed Annual Student License - 1yr (2023-2024)	286.00	\$14.90	\$4,261.40
TOTAL			\$4,261.40

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

GRAND TOTAL **\$4,261.40**

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>

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Terms & Conditions

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2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this

Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

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

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

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

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

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

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

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced

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

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

Amplify Education, Inc. - Confidential Information



Customer Privacy Policy

Last Revised: October 30, 2020

Amplify Education, Inc. ("**Amplify**") is leading the way in next-generation K-12 curriculum and assessment. Amplify's programs provide teachers with powerful tools that help them understand and respond to the needs of every student and use data in a way that is safe, secure, and effective.

This Customer Privacy Policy ("**Privacy Policy**") or ("**Policy**") describes how Amplify collects, uses, and discloses personal information and data through the provision of its education products and services ("**Products**"), including Amplify CKLA, Amplify ELA, Amplify Science, Amplify Math, Amplify Reading, Amplify Fractions, mCLASS and any other product or service that links to this Customer Privacy Policy, to its users (K-12 students, educators, staff and families) and School Customers (School Districts and State Agencies, as defined below). In the course of providing the Products to the Customer, Amplify may collect or have access to "education records," as defined by the federal Family Educational Rights and Privacy Act of 1974 ("**FERPA**") and personal information that is directly related to an identifiable student (collectively, "**Student Data**"). This Policy does not apply to [Amplify's company website](#); information collected from users of the website is governed by our [website privacy policy](#).

We consider Student Data to be confidential and we collect and use Student Data solely for the purpose of providing our Products to, or on behalf of, our School Customer and for the purposes set out in this Privacy Policy and Customer Agreements. We take numerous measures to maintain the security and confidentiality of Student Data collected or stored by Amplify on behalf of our School Customers, and we enable our School Customers to control the use, access, sharing and retention of the data. Our collection and use of Student Data is governed by our Agreements with our School Customers, including this Privacy Policy, and applicable laws including FERPA, the Children's Online Privacy Protection Act ("**COPPA**"), as well as other applicable federal, state and local privacy laws and regulations ("**Applicable Laws**"). With respect to FERPA, Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing its Products, and such Student Data is owned and controlled by the School Customer.

Amplify is also an early adopter and proud signatory of the Student Privacy Pledge, an industry-wide pledge to safeguard privacy and security of student data. For more information on the pledge, see <https://studentprivacypledge.org/>.

There may be different contractual terms or privacy policies in place with some of our School Customers. Such other terms or policies may supersede this Policy for information collected or

released under those terms. If you have any questions as to which legal agreement or privacy policy controls the collection and use of your information, please contact us using the information provided below.

1. Definitions. Capitalized terms not defined in this section or above will have the meaning set forth by Applicable Laws.

- a. **“Agreement”** means the underlying contractual Agreement between Amplify and the School Customer.
- b. **“Authorized Users”** means K-12 students, educators, staff and families using Amplify’s Products pursuant to an Agreement.
- c. **“School Customer”** means the School District or State Agency that is the party to the Agreement to provide the Amplify Products to the School Customer’s Authorized Users.
- d. **“School District”** means a local education agency, school network, independent school, or other regional education system.
- e. **“State Agency”** means the educational agency primarily responsible for the supervision of public elementary and secondary schools in any of the 50 states, the Commonwealth of Puerto Rico, the District of Columbia or other territories and possessions of the United States, as well as a national or regional ministry or department of education in other countries, as applicable.
- f. **“Student Data”** means any information that directly relates to an identifiable current or former student that Amplify collects, receives, or generates in the course of providing the Products to or on behalf of a School Customer. Student Data may include personal information from a student’s “educational records,” as defined by FERPA.

2. Student Data Collected. Amplify receives Student Data in two ways: (i) from our School Customers to implement the use of our Products and (ii) from Authorized Users.

a. Information provided by our School Customers

- Most of Amplify’s educational Products require some basic information about who is in a classroom and who teaches the class. This roster information, including name, email address, grade level, and school ID numbers, is provided to Amplify by our School Customers either directly from the School Customer’s student information system or via a third party with whom the School Customer contracts to provide that information.
- Our Customers may also choose to provide additional student demographic data (e.g. socio-economic status, race, national origin) and other school records (e.g. grades, attendance, assessment results) to Amplify for tailoring

individual learning programs or enabling additional reporting capabilities through Amplify Products. For example, a School District may wish to analyze student literacy assessment results based on English Language Learner status in order to better differentiate classroom instruction, and in that case may provide that data along with other roster information.

b. Information collected through our Products.

- **Schoolwork and student generated content.** We collect information contained in student assignments and assessments, including information in responses to instructional activities and participation in collaborative or interactive features of our Products. As part of the digital learning experience, some of our Products may enable students to write texts and create and upload images, video and audio recordings.
- **Teacher comments and feedback.** Some of our Products may enable educators to provide scores, written comments, or other feedback about student responses or student course performance.

c. Other Personal Information Collected

- **School Customer Information.** We collect personal information when a teacher, administrator or other authorized person associated with a School District or State Agency Customer creates an account or uses our Products or communicates with us. This could include contact information, such as a name, phone number, email address, as well as information about the individual's school and location.
- **Parent and Guardian Information.** From time to time, we may collect personal information from or about a Student's parent or legal guardian. This information may be provided by a School Customer or directly by the parent or guardian who communicates with us or creates an account.

d. Device and Usage Data.

- Depending on the Product, we may collect certain information about the device used to connect to our Product, such as device type and model, browser configurations and persistent identifiers, such as IP addresses and unique device identifiers. We may collect device diagnostic information, such as battery level, usage logs and error logs as well as usage, viewing and technical information, such as the number of requests a device makes, to ensure proper system capacity for all Authorized Users. We may collect geolocation information from a user's device, or may approximate device location based on other metrics, like an IP address. Some of our Products use "cookies," Web beacons, HTML5 local storage and other similar technologies to collect and store such data. We use this information to

remember returning users and facilitate ease of login, to customize the function and appearance of the Products, and to improve the learning experience. This information also helps us to track product usage for various purposes including website optimization, to ensure proper system capacity, troubleshoot and fix errors, provide technical assistance and customer support, provide and monitor the effectiveness of our Products, monitor and address security concerns, and to compile analytics for product improvement and other internal purposes.

- With respect to cookies, you may be able to reject cookies through your browser or device controls, but doing so may negatively impact your experience as some features may not work properly. To learn more about browser cookies, including how to manage or delete them, check the “Help,” “Tools” or similar section of your browser. If we link or combine device and usage information with personal information we have collected directly from users that relates to or identifies a particular individual, we will treat the combined information as personal information.
- **Third party website tracking.** Amplify does not track students across third-party websites and does not respond to Do Not Track (DNT) signals. Amplify does not permit third party advertising networks to collect information from or about Students using Amplify educational Products for the purpose of serving targeted advertising across websites and over time and Amplify will never use Student Data for targeted advertising.

3. Use of Student Data. Amplify uses Student Data collected from, or on behalf of, a School Customer to support the learning experience, to provide the Products to the School Customer and to ensure secure and effective operation of our Products, including:

- a. to provide and improve our educational Products and to support School Customers’ and Authorized Users’ activities;
- b. for purposes requested or authorized by the School Customer or as otherwise permitted by Applicable Laws;
- c. for adaptive or personalized learning purposes, provided that Student Data is not disclosed;
- d. for customer support purposes, to respond to the inquiries and fulfill the requests of our School Customers and their Authorized Users;
- e. to enforce product access and security controls; and
- f. to conduct system audits and improve protections against the misuse of our Products, or to detect and prevent fraud and other harmful activities.

Amplify may use de-identified data as described in Section 5 below.

4. Disclosure of Student Data. We only share or disclose Student Data as needed to provide the Products under the Agreement and as required by law, including but not limited to the following:

- a. as directed or permitted by the School Customer;
- b. to other Authorized Users of the School Customer entitled to access such data in connection with the Products;
- c. to our service providers, subprocessors, or vendors who have a legitimate need to access such data in order to assist us in providing our Products, such as platform, infrastructure, and application software. We contractually bind such parties to protect Student Data in a manner consistent with those practices set forth in this Policy;
- d. to comply with the law, respond to requests in legal or government enforcement proceedings (such as complying with a subpoena), protect our rights in a legal dispute, or seek assistance of law enforcement in the event of a threat to our rights, security or property or that of our affiliates, customers, Authorized Users or others;
- e. in the event Amplify or all or part of its assets are acquired or transferred to another party, including in connection with any bankruptcy or similar proceedings, provided that successor entity will be required to comply with the privacy protections in this Policy with respect to information collected under this Policy, or we will provide School Customers with notice and an opportunity to opt-out of the transfer of Student Data by deleting such data prior to the transfer; and
- f. except as restricted by Applicable Laws or contracts with our School Customers, we may also share Student Data with Amplify's affiliated education companies, provided that such disclosure is solely for the purposes of providing Products and at all times is subject to this Policy.

5. De-Identified Data.

- a. Amplify may use de-identified or aggregate data for purposes allowed under FERPA and other Applicable Laws, to research, develop and improve educational sites, services and applications and to demonstrate the effectiveness of the Amplify Products. We may also share de-identified data with research partners to help us analyze the information for product improvement and development purposes.
- b. Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual. We de-identify Student Data in compliance with Applicable Laws and in accordance with the

guidelines of NIST SP 800-122. Amplify has implemented internal procedures and controls to protect against the re-identification of de-identified Student Data. Amplify does not disclose de-identified data to its research partners unless that party has agreed in writing not to attempt to re-identify such data.

6. Prohibitions; Advertising; Advertising limitations. Amplify will not:

- sell Student Data to third parties;
- use or disclose Student Data to inform, influence or enable targeted advertising to a student based on Student Data or information or data inferred over time from the student's usage of the Products;
- use Student Data to develop a profile of a student for any purpose other than providing the Products to a School Customer, or as authorized by a parent or legal guardian;
- use Student Data for any commercial purpose other than provide the Products to the School Customer, as authorized by the School Customer or the parent or guardian, or as permitted by Applicable Laws.

Amplify may, from time to time, provide customized content, advertising and commercial messages to School Customers, teachers, school administrators or other non-student users, provided that such advertisements shall not be based on Student Data. Amplify may use Student Data to recommend educational products or services to users, or to notify users about new educational product updates, features, or services.

7. External Third-Party Services.

- a. This Privacy Policy applies solely to Amplify's Products and practices. Amplify School Customers and Authorized Users may choose to connect or use our Products in conjunction with third party services and Products. Additionally, our sites and Products may contain links to third party websites or services. This Policy does not address, and Amplify is not responsible for, the privacy, information, or other practices of such third parties. Customers should carefully consider which third party applications to include among the Products and services they provide to students and vet the privacy and data security standards of those providers.
- b. Users may be able to login to our Products using third-party sign-in services such as Clever or Google. These services authenticate your identity and provide you with the option to share certain personal information with us, including your name and email address, to pre-populate our account sign-up form. If you choose to enable a third party to share your third-party account credentials with Amplify, we may obtain personal information via that mechanism. You may configure your accounts on these third party platform services to control what information they share.

8. Security.

- a. Amplify maintains a comprehensive information security program and uses industry standard administrative, technical, operational and physical measures to safeguard Student Data in its possession against loss, theft and unauthorized use, disclosure or modification. Amplify performs periodic risk assessments of its information security program and prioritizes the remediation of identified security vulnerabilities. Please see amplify.com/security for a detailed description of Amplify's security program.
- b. In the event Amplify discovers or is notified that Student Data within our possession or control was disclosed to, or acquired by, an unauthorized party, we will investigate the incident, take steps to mitigate the potential impact, and notify the School Customer in accordance with Applicable Laws.
- c. Amplify's servers are hosted in and managed and controlled by us from the United States and are not intended to subject Amplify to the laws or jurisdiction of any jurisdiction other than that of the United States. If you are a user located outside the United States, you understand and consent to having Student Data collected and maintained by Amplify processed in the United States. United States data protection and other relevant laws may not be the same as those in your jurisdiction. This includes the use of cookies and other tracking technologies as described above.

9. Review and correction.

- a. FERPA requires schools to provide parents with access to their children's education records, and parents may request that the school correct records that they believe to be inaccurate or misleading.
- b. If you are a parent or guardian and would like to review, correct or update your child's data stored in our Products, contact your School District. Amplify will work with your School District to enable your access to and, if applicable, correction of your child's education records.
- c. If you have any questions about whom to contact or other questions about your child's data, you may contact us using the information provided below.

10. Student Data retention. We will retain Student Data for the period necessary to fulfill the purposes outlined in this Policy and our agreement with that School Customer. We do not knowingly retain Student Data beyond the time period required to support a School Customer's educational purpose, unless authorized by the School Customer. Upon notice from our School Customers, Amplify will return, delete, or destroy Student Data stored by Amplify in accordance with applicable law and customer requirements. We may not be able to fully delete all data in all circumstances, such as information retained in technical support records, customer service records, back-ups and similar business records. Unless

otherwise notified by our School Customer, we will delete or de-identify Student Data after termination of our Agreement with the School Customer.

11. COPPA. We do not knowingly collect personal information from a child under 13 unless and until a School Customer has authorized us to collect such information through the provision of Products on the School Customer's behalf. We comply with all applicable provisions of the Children's Online Privacy Protection Act ("COPPA"). To the extent COPPA applies to the information we collect, we process such information for educational purposes only, at the direction of the partnering School District or State Agency and on the basis of educational institutional consent. Upon request, we provide the School Customer the opportunity to review and delete the personal information collected from students. If you are a parent or guardian and have questions about your child's use of the Products and any personal information collected, please direct these questions to your child's school.

12. Updates to this policy. We may change this Policy in the future. For example, we may update it to comply with new laws or regulations, to conform to industry best practices, or to reflect changes in our product offerings. When these changes do not reflect material changes in our practices with respect to use and/or disclosure of Student Data, such changes to the Policy will become effective when we post the revised Policy on our website. In the event there are material changes in our practices that would result in Student Data being used in a materially different manner than was disclosed when the information was collected, we will notify School Customers affected by the changes via the email contact information provided by the customer and provide an opportunity to opt-out before such changes take effect.

13. Contact us

If you have questions about this Policy, please contact us at:

- Email: privacy@amplify.com
- Mail: Amplify Education, Inc.

55 Washington St., Ste 800

Brooklyn, NY, 11201

Attn: General Counsel

Supplemental Disclosures

Nevada. This section applies if you are a resident of the state of Nevada. While Amplify does not sell personal information, as defined in Nevada law, Nevada residents may email a request for no sale of their personally identifiable information to privacy@amplify.com.

California. This section applies to you if you are a resident of the state of California and for purposes of this section the term "personal information" has the meaning provided by the California Consumer Privacy Act (the "CCPA"). Residents of California may be entitled to certain rights with respect to personal information that we collect about them under the CCPA: the Right to Know, the Right to Request Deletion and the Right to Opt-Out of Personal Information Sales. You also have the right to be free of discrimination for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide you the Products or engage with you in the same manner. To request to exercise your California consumer rights, please contact us at privacy@amplify.com with the subject line "California Rights Request."

Note for students and other users who engage with Amplify in connection with a School Customer's use of Amplify: Because Amplify provides the Products to School Customers as a "School Official," we collect, retain, use and disclose Student Data only for or on behalf of our School Customers for the purpose of providing the Products specified in our agreement with the Customer and for no other commercial purpose. Accordingly, we act as a "service provider" for our School Customers under the CCPA. If you have any questions or would like to exercise your California rights, please contact your School directly.

Amplify.

Information Security at Amplify

Information Security at Amplify

Last Revised: June 18, 2020

1. Service Overview

As a provider of technology solutions to schools, Amplify's commitment to data privacy and security is essential to our organization. This overview of Amplify's Information Security Program describes physical, technical and administrative safeguards Amplify implements to protect student personal information in our care. While it is not possible to completely secure against all threats, we believe that by following the industry best practices described below, we provide appropriate protections for student personal information in our care.

Company Profile

Amplify Education, Inc. ([Amplify](#)) is a privately held company founded in 2000 as Wireless Generation. Amplify's products include curriculum and instruction, assessment and intervention, professional development services and consulting services for K-12 education.

Service Hosting

Amplify leverages Amazon Web Services (AWS) as its cloud hosting provider. Within AWS, Amplify utilizes Virtual Private Clouds (VPCs), which provide an isolated cloud environment within the AWS infrastructure. External network traffic to a VPC is managed via gateway and firewall rules, which are maintained in source code control to ensure that the configuration remains in compliance with Amplify security policy. In addition, the production VPCs and the development VPCs are isolated from each other and maintained in separate AWS accounts.

2. Policies & Standards

Information Security Program

Amplify maintains a comprehensive information security program based on the industry recognized ISO27002 series and the NIST 800-53 Rev. 4 family of information security controls. These provide a robust framework of best practices from which an organization can build its security policies and protocols based on identified risks, compliance requirements, and business needs. They cover critical practice areas, including access control, configuration management, incident response, security training, and other information security domains.

Governance

Amplify's Information Security Committee has primary responsibility for the development, maintenance, and implementation of the Amplify information security program. The Information Security Committee is responsible for all information risk management activities within the company and is composed of technology, business and legal leaders from the organization. The Committee includes a dedicated Director of Security and a program manager to oversee, direct and coordinate its activities.

Policy Execution

Adherence to the internal Amplify information security policy is an obligation of every Amplify employee. Amplify conducts a series of internal monitoring procedures to verify compliance with internal information security policies, and all Amplify employees undergo annual criminal background checks. In addition, any third-party contractors who come into contact with systems that may contain student personal information are contractually bound to maintain security and privacy of the data.

3. Data Access Controls

Access Control

Amplify's access control principles dictate that all student personal information we store on behalf of customers is only accessible to district-authorized users and to a limited set of internal Amplify users who may only access the data for purposes authorized by the district. Districts maintain control over their internal users and may grant or revoke access. In limited circumstances and strictly for the purposes of supporting school districts and maintaining the functionality of systems, certain Amplify users may access Amplify systems with student personal information. All such access to student personal information by Amplify technicians or customer support requires both authentication and authorization to view the information.

Encryption

- *In transit:* Amplify encrypts all student personal information in transit over public connections, using Transport Layer Security (TLS), commonly known as SSL, using industry-standard ciphers, algorithms, and key sizes.

- *At rest:* Amplify encrypts student personal information at rest using the industry-standard AES-256 encryption algorithm.

4. Application Security by Design

Building the right roles into applications

Permissions within Amplify applications are designed on the principle that school districts control access to all student data. To facilitate this, Amplify applications are designed so that roles and permissions flow from the district to the individual user. For example, applications that offer schools a way to collect and report on assessment results have a web interface that requires district administrators to authorize individuals to view student personal information.

Security controls within applications are used to ensure that the desired privacy protections are technically enforced within the system. For example, if a principal is supposed to see only the data related to his or her school, Amplify ensures that, throughout the design and development process, our products restrict principals from seeing records for any students outside his or her school.

To make sure Amplify applications properly enforce permissions and roles, our development teams conduct reviews early in the design process to ensure roles and permissions are an essential component of the design of new applications.

Building security controls into applications

Amplify applications are also developed to minimize security vulnerabilities and ensure industry-standard application security controls are in place.

As part of the development process, Amplify has a set of application security standards that all applications handling student personal information are required to follow, including:

- Student personal information is secured using industry standard encryption when in transit between end-users and Amplify systems.
- Applications are built with password brute-force attack prevention.
- User sessions expire after a fixed period of time

We also conduct manual and automated static code analysis as well as dynamic application security testing to preemptively identify vulnerabilities published by industry leaders such as

OWASP (Open Web Application Security Project).

5. Proactive Security

Vulnerability Assessments

Amplify periodically engages a security consulting firm to conduct risk assessments, aimed at identifying and prioritizing security vulnerabilities. The Information Security Committee coordinates remediation of the vulnerabilities. The security consulting firm also provides ongoing advice on current risks and advises on remediation of vulnerabilities and incident response.

Penetration Testing

Amplify engages third-party firms to continually conduct application penetration testing. The purpose of this testing is to test for application security vulnerabilities in the production environment. We work with third party penetration testing program partners. Third-party testing involves a combination of automated and manual testing.

Vulnerability Management

Amplify maintains a comprehensive vulnerability management program based on the proactive functions of the NIST Cybersecurity Framework Core:

- Identify – Develop the organizational understanding to manage cybersecurity risk to systems, assets, data, and capabilities.
- Protect – Develop and implement the appropriate safeguards to ensure delivery of critical infrastructure services.
- Detect – Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.

The implementation of these functions includes:

- Risk Assessment conducted by industry-leading third parties
- External vulnerability scans conducted by industry-leading third parties
- Internal vulnerability scans and configuration scans
- Intrusion Detection Systems

- Penetration testing conducted by third parties

Endpoint Security

Access to production systems at Amplify is restricted to a limited set of internal Amplify users to support technical infrastructure, troubleshoot customer issues, or other purposes authorized by the district. In addition, Amplify is completing implementation of two-factor authentication methods for access to all production systems. Two-factor authentication involves a combination of something only the user knows and something only the user can access. For example, two-factor authentication for administrative access could involve entering a password as well as entering a one-time passcode sent via text message to the administrator's mobile phone. The use of two-factor authentication reduces the possibility that an unauthorized individual could use a compromised password to access a system.

Infrastructure Security

Network filtering technologies are used to ensure that production environments with student personal information are properly segmented from the rest of the network. Production environments only have limited external access to enable customers to use our web interfaces and other services. In addition, Amplify uses firewalls to ensure that development servers have no access to production environments.

Other measures that Amplify takes to secure its operational environment include system monitoring to detect anomalous activity that could indicate potential attacks and breaches.

Security Training

At Amplify, we believe that protecting student personal information is the responsibility of all employees. We implemented a comprehensive information security training program that all employees undergo upon initial hire, with an annual refresher training. We also provide information security training for specific departments based on role.

6. Reactive Security

Monitoring

Amplify implemented intrusion detection and prevention systems (IDS/IPS) to monitor the network and report anomalous activity for appropriate resolution.

Incident Response

Amplify maintains a comprehensive Security Incident Response Policy Plan, which sets out roles, responsibilities and procedures for reporting, investigation, containment, remediation and notification of security incidents.

7. Compliance

Audits

In addition to penetration testing and other proactive security testing and monitoring outlined above, Amplify has successfully completed a SOC 2 Type 2 examination of controls relevant to security. The examination is formally known as a Type 2 Independent Service Auditor's Report on Controls Relevant to Security. It was conducted by Schellman & Company, LLC and covers the period from April 1, 2019 to March 31, 2020. The report states that Amplify's systems meet the criteria for the security principle and opine on management's description of the organization's system and the suitability of the design of controls to protect against unauthorized access, use, or modification.

The Type 2 report also opines on the operating effectiveness of controls over the review period. This means that our auditors confirmed that we have continued to follow established security controls over the period of time of the review.

Certifications

SOC 2: Amplify successfully completed the SOC 2 Type 2 examination of controls relevant to security (see above, under "Audits").

Privacy

Amplify's products are built to facilitate district compliance with applicable data privacy laws, including FERPA and state laws related to the collection, access and review and disclosure of student data. Amplify's [Customer Privacy Policy](#) describes the types of information collected and maintained on behalf of our school district customers and limitations on use and sharing of that data. Amplify is also an early adopter and proud signatory of the [Student Privacy Pledge](#), an industry-wide pledge to safeguard privacy and security of student data.

8. Supporting Documentation

In the course of customer security assessment, the following documentation can be provided by Amplify upon customers' request:

- Penetration Testing Report
- SOC 2 Type 2 Report

New York Data Privacy and Security Addendum

The purpose of this Addendum is to facilitate educational agency compliance with New York State Education Law section 2-d and regulations promulgated thereunder (“NY Education Privacy Laws”), including the requirement under section 121.2 of the regulations that each educational agency shall ensure that it has provisions in its contracts with third party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with federal and state law and the educational agency’s data security and privacy policy.

This Addendum supplements Amplify’s Terms and Conditions for use of Amplify products licensed by the educational agency available at <https://amplify.com/customer-terms> (the “Agreement”).

For the purposes of this Agreement, “breach,” “commercial or marketing purpose,” “disclose or disclosure,” “education records,” “encryption,” “personally identifiable information,” “release,” “student data,” “teacher or principal data,” “unauthorized disclosure or unauthorized release” will be as defined by NY Education Privacy Laws.

1. **Bill of Rights for Data Privacy and Security.** In accordance with section 121.3 of the regulations, Amplify hereby agrees to comply with the parents bill of rights for data privacy and security (“bill of rights”) as promulgated by the educational agency. In accordance with section 121.3(c) of the regulations, see Attachment A for supplemental information to the bill of rights.
2. **Data Security and Privacy Plan.** In accordance with Section 121.6 of the regulations, see Attachment B for Amplify’s data security and privacy plan.
3. **Third Party Contractor Compliance.** In accordance with Section 121.9 of the regulations, Amplify as a third-party contractor that will receive student data or teacher or principal data, represents and covenants that Amplify will:
 - (1) adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
 - (2) comply with the data security and privacy policy of the educational agency with whom it contracts; Education Law § 2-d; and this Part 121;
 - (3) limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;
 - (4) not use the personally identifiable information for any purpose not explicitly authorized in its contract;
 - (5) not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student: (i) except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or (ii) unless required by statute or court order and the third-party contractor provides a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the

information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.

- (6) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
- (7) use encryption to protect personally identifiable information in its custody while in motion or at rest; and
- (8) not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;
- Where Amplify engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on Amplify by state and federal law and this Agreement shall apply to the subcontractor.

4. Reports and Notifications of Breach and Unauthorized Release. In accordance with section 121.10 of the regulations, Amplify will:

- promptly notify the educational agency of any breach or unauthorized release of personally identifiable information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach;
- cooperate with educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.
- where a breach or unauthorized release is attributed to Amplify, Amplify shall pay for or promptly reimburse the educational agency for the full cost of such notification. In compliance with this section, notifications shall be clear, concise, use language that is plain and easy to understand, and to the extent available, include: a brief description of the breach or unauthorized release, the dates of the incident and the date of discovery, if known; a description of the types of personally identifiable information affected; an estimate of the number of records affected; a brief description of the educational agency's investigation or plan to investigate; and contact information for representatives who can assist parents or eligible students that have additional questions.

5. General.

- The laws of the State of New York shall govern the rights and duties of Amplify and the educational agency.
- If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
- This Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the parties concerning student, teacher and principal data.

ACKNOWLEDGED AND ACCEPTED:

BY: 

Name: Catherine MacKay

Title: President and Chief Operating Officer

ATTACHMENT A

SUPPLEMENTAL INFORMATION FOR THE BILL OF RIGHTS

1. *The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract:*

The purposes for which Amplify will use student, teacher, or principal data are described in Amplify's Customer Privacy Policy, available at <https://amplify.com/customer-privacy/>.

2. *How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; Education Law §2-d):*

Amplify requires all subcontractors or other authorized persons with access to student, teacher, or principal data to agree in writing to abide by all applicable state and federal laws and regulations. Additionally, as between Amplify and the educational agency, Amplify takes full responsibility for the actions of any such parties.

3. *The duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be destroyed):*

The Agreement will last for the time period described in the applicable purchasing document, unless earlier terminated in accordance with the Agreement. Student, teacher, or principal data will be returned or destroyed in accordance with whichever is the sooner of 1) the period necessary to fulfill the purposes outlined in Amplify's Privacy Policy and the Agreement, 2) applicable state and federal laws and regulations, or 3) the educational agency's option and direction.

4. *If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected:*

A parent, student, eligible student, teacher or principal may contact the education agency directly to discuss the correction of any such erroneous information. If Amplify receives a request to review student data in Amplify's possession directly from such a party, Amplify agrees to refer that individual to the educational agency and to notify the educational agency within a reasonable time of receiving such a request. Amplify agrees to work cooperatively with the education agency to permit a parent, student, eligible student, teacher or principal to review student, teacher, or principal data that has been shared with Amplify and correct any erroneous information therein.

5. *Where the student data or teacher or principal data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated:*

Amplify leverages Amazon Web Services (AWS) as its cloud hosting provider. Further information regarding Amplify's security program can be found on Amplify's Information Security page at <https://amplify.com/security>.

6. *Address how the data will be protected using encryption while in motion and at rest:*

In transit: Amplify encrypts all student personal information in transit over public connections, using Transport Layer Security (TLS), commonly known as SSL, using industry-standard ciphers, algorithms, and key sizes.

At rest: Amplify encrypts student personal information at rest using the industry-standard AES-256 encryption algorithm.

ATTACHMENT B

DATA SECURITY AND PRIVACY PLAN

In accordance with Section 121.6 of the regulations, the following is Amplify's data security and privacy plan:

1. *Outline how the third-party contractor will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, consistent with the educational agency's data security and privacy policy:*

Amplify's privacy policy, available at amplify.com/customer-privacy/, outlines how Amplify's practices enable its customers to control use, access, sharing and retention of personal information in compliance with FERPA and other applicable privacy laws and regulations. Upon request, Amplify will also certify compliance with the educational agency's data security and privacy policy.

2. *Specify the administrative, operational and technical safeguards and practices it has in place to protect personally identifiable information that it will receive under the contract:*

Administrative, operational and technical safeguards and practices to protect PII under the Agreement are described in Amplify's Information Security page at <https://amplify.com/security>.

3. *Demonstrate that it complies with the requirements of Section 121.3(c) of this Part 121:*

The supplemental information required by Section 121.3(c) of this Part 121 are attached to this Addendum as Attachment A.

4. *Specify how officers or employees of the third-party contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access:*

Amplify has a comprehensive information security training program that all employees and individuals with access to Amplify systems undergo upon initial hire or engagement, with an annual refresher training. We also provide information security training for specific departments based on role.

5. *Specify if the third-party contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected:*

Amplify may use independent contractors engaged by Amplify in the ordinary course of business or for purposes that are incidental or ancillary to the provision of services under the Agreement. Amplify requires all subcontractors with access to student, teacher, or principal data to agree in writing to abide by all applicable state and federal laws and regulations. Additionally, as between Amplify and the educational agency, Amplify takes full responsibility for the actions of any such parties.

6. *Specify how the third-party contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency:*

If there has been an unauthorized release, disclosure or acquisition of the educational agency's student, teacher, or principal data, Amplify will notify the educational agency in accordance with applicable laws and regulations. Such notification will include the following steps: Amplify will notify the educational agency after Amplify determines that the educational agency's student, teacher, or principal data were released, disclosed, or acquired without authorization, (a "Security Incident"), without unreasonable delay, subject to applicable law and authorization of law enforcement personnel, if applicable. To the extent known, Amplify will identify in such a notification the following: (i) the nature of the Security Incident, (ii) the steps Amplify has executed to investigate the Security Incident, (iii) the type(s) of personally identifiable information that was subject to the unauthorized disclosure, release, or acquisition, (iv) the cause of the Security Incident, if known, (v) the actions Amplify has done or will do to remediate any deleterious effect of the Security Incident, and (vi) the corrective action Amplify has taken or will take to prevent a future Security Incident.

7. *Describe whether, how and when data will be returned to the educational agency, transitioned to a successor contractor, at the educational agency's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires.*

Upon the termination or expiration of the Agreement and upon the educational agency's request, student, teacher, or principal data will be returned, transitioned, and/or destroyed in accordance with 1) Amplify's Privacy Policy and the Agreement, 2) applicable state and federal laws and regulations, and 3) in accordance with the educational agency's direction.