



DESOTO ISD, TX -Amplio Reading Intervention - 2023/24 - Renewal

Desoto ISD

200 E BELT LINE RD
DESOTO, TX 75115
Dallas County

Amplio Learning Technologies Inc.
600 N Broad Street Suite 5
#3443
Middletown, Delaware 19709
United States

Stephanie Fuller

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Reference: 20231213-121331680

Quote created: December 13, 2023

Quote expires: February 11, 2024

Products & Services

PRODUCTS & SERVICES	QUANTITY	DESCRIPTION	UNIT PRICE	PRICE
Amplio Platform Reading Subscription	29	Per Student/Per School Year	\$200.00 / year	\$5,800.00 / year
SUMMARY				
Annual subtotal				\$5,800.00

**Total	\$5,800.00
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Comments

Contract #20-22

Per Year in line item(s)= Per Order Form Term

Order Form Term Period: September 1, 2023 to June 30, 2024

**Final amount subject to Section 3.b of the terms

Purchase terms

1. By executing this Order Form, Entity hereby agrees to the provisions of this Order Form and the provisions of Amplio's Terms and Conditions, SaaS Service Level Agreement ("SLA"), and Privacy Policy, which can be found at <https://go.ampliolearning.com/legal/>.
2. Services:
 1. **Amplio Platform Subscription** means user licenses for the applicable product of Amplio's Platform and includes implementation and technical support and training, all in accordance with the SLA. Only MTA or Esperanza trained interventionists may use the Educator license of the Reading product. Platform Subscriptions are purchased for the applicable school year (August 1 through July 31). Platform Subscriptions will renew for successive one (1) year periods at Amplio's "then current" pricing, unless either party gives notice of termination at least sixty (60) calendar days prior to the conclusion of the then current term. 1 Educator license is granted free of charge per 10 Student licenses, per product.
 2. **Training**
 1. **Speech and Language Training.** Training includes a 1-hour virtual kick-off for both Virtual and Onsite Training. Virtual Training means 2 hours of live online group training focused on features and functions of the Platform, such as program selection, caseload management, data tracking and documentation. Onsite Training means a 4-hour onsite group workshop (up to 25 participants), focused on features and functions of the Platform.
 2. **MTA Dyslexia Curriculum Training** means a 3-hour self-directed online learning module followed by 3-8 days of live online or onsite (as applicable) group curriculum training with a Qualified Instructor (each day, 8 hours). Number of participants depends on training purchased.
 3. Entity will schedule the dates of training courses by contacting Amplio at least 4 weeks in advance at support@ampliolearning.com. Each party may change or cancel any scheduled course up to 3 / 10 business days prior to the scheduled date of any virtual / onsite course, as applicable. If a course cannot be rescheduled, Entity may be entitled to a refund of any fee paid in respect of the canceled services, but shall not otherwise be entitled to any compensation, costs, losses or damages arising from such cancellation.
 3. **Annual Onboarding Support** means guidelines, instructional materials, coordination and consultative support regarding best practices for Clever/Classlink setup, Educator and Student onboarding, licensure assignment, caseloads setup, and school management.
3. Billing and Payment:
 1. Services are billed in advance.
 2. Billing is according to the quantities detailed in the Order Form for each type of Services, or if higher, according to the actual number served during the applicable period.
 3. Payment terms for all Services are Net 30. Delayed payment shall incur a default charge of 1.5% per month, or the maximum legal interest rate, whichever is lower.
 4. Payment to be made by check payable to Amplio Learning Technologies Inc. or via wire transfer to the following bank account: Bank Name: Bank of America, Account No. 446053156183, Routing Number: 052001633
 5. The prices and fees listed in the Order Form are exclusive of all taxes and Amplio shall have no liability for any taxes other than taxes on Amplio's net income. If applicable, a copy of your Sales Tax Exemption Certificate must be returned with this Order Form.
4. Sub-Processors. Entity acknowledges and agrees that Amplio may engage Sub-Processors to perform its obligations hereunder, in accordance with Amplio's Privacy Policy. A list of Sub-Processors may be provided upon request.
5. Entity may terminate this Order Form by giving Amplio 30 days prior written notice, provided however that Entity shall remain liable for all payments for the remainder of the Term and Entity shall not be entitled to any refund or credit for any unused term.
6. The following sections from Amplio's Terms and Conditions, shall apply also to all Services, with the necessary changes and modifications: End User Responsibility, Right to Use, Ownership and Intellectual Property Rights, Confidentiality, Information Security and Privacy Protection, Export Compliance and Anti-Corruption, Term and Termination, Disclaimer, Warranties and Limitations on Liability, Indemnity and Miscellaneous.

Accepted and Agreed. Each of Amplio and Entity have executed this Order Form by their duly authorized representative.

Signature

Date

Printed name

Amplio

Signature

Date

Printed name