



## Order Form

This Order Form is subject to the terms set forth below.

### Details

Order Form Effective Date		10/18/2021			
Entity		Mt. Diablo Unified School District			
Street address		1936 Carlotta Dr.			
City	Concord	State	CA	Zip	94519
Professional contact name & position		Dr. Wendi Aghily, Chief, Pupil Services and Special Education			
Email	aghilyw@mdusd.org	Phone	925-682-8000 x 4047	Fax	925-674-0514
Billing contact name & position		Dr. Wendi Aghily, Chief, Pupil Services and Special Education			
Email	aghilyw@mdusd.org	Phone	925-682-8000 x 4047	Fax	925-674-0514

### Term

Start date	10/18/2021	10/17/2022	[12 calendar months]
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### Service - Check Boxes for Relevant Service:

Service	Basic
Platform Subscription	Committed No. of Student seats: 140 \$850/student seat/year: \$119,000
Live Online Training (25 staff)	1 Hour Included
Onsite Training	3 Days (\$2500/Day): \$7500
SpEd Solutions Consultant	\$9,880
Custom Dashboard	1 Dashboard Included
IEP Integration	IEP Integration Included
Ancillary Services	\$90/hour
Dyslexia Certification	\$1,500 per interventionist

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Total Year 1 Investment	\$136,380
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## Terms

- 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"), Privacy Policy, and, if applicable, AncillaryServices Level Agreement; all of which can be found at <https://www.ampliolearning.com/>. Any additional, conflicting or different terms offered by Entity in a purchase order or otherwise shall be deemed null and void.
- Services:
  - Platform Subscription means user seats for Amplio's Platform, and includes technical support, training, an Onboarding Specialist and an Adoption Specialist, all in accordance with the SLA.
  - SpEd Solutions Consultant provides up to 50 hours of analysis of current Entity practices and customized recommendations regarding integration and implementation of the Platform.
  - Custom Dashboard means a customized dashboard consisting of Platform data items, charts and tables, as agreed with Entity.
  - IEP Integration means integration between the Platform and the Entity's IEP system, as agreed with Entity.
  - Ancillary Services may include services such as the provision of treatment sessions and evaluations, compensatory services, ESY and remote supervision. Details of the AncillaryServices to be provided under the Order Form shall be agreed upon in advance and in writing by Entity and Amplio. Unless otherwise expressly noted, all AncillaryServices are provided remotely, through the use of the Platform.
  - Dyslexia Certification means a live, 1.5 hour online course, for MTA or Esperanza trained Interventionists. The course trains new users on the digital curriculum structure as well as features and functions of the Platform, such as caseload management, scheduling, data tracking and documentation.
- Billing and Payment:
  - Except as set forth herein, all Services are billed in advance. Platform Subscription is billed according to the committed volume of Student seats, or if higher, according to the number of registered Students. Billing will be in monthly installments in advance for the following month, and if the number of Registered Students exceeds the committed number of Students, the difference shall be billed in the following month. Ancillary Services are billed based on the actual hours of direct and indirect Ancillary Services provided during the previous month. All Ancillary Services are billed by the 5<sup>th</sup> of the calendar month.
  - 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.
  - Payment to be made by check payable to Amplio Learning Technologies Inc. or via wire transfer to the following bank account: Bank Name: Silicon Valley Bank, Account No. 3302459316, Routing Number:121140399
  - 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.
- Termination and Renewal:

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- 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 then current term of the Order Form and Entity shall not be entitled to any refund or credit for any unused term.
- Services will automatically renew for succeeding terms of one year each, unless Entity actively terminates in writing at least 30 days prior to the end of the Initial Period.

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

Amplio Learning Technologies Inc.  
("Amplio")

Entity

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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