



Price Quote

Amplify

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 Brooklyn, NY 11201
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Quote #: Q-127117-2
 Date: 4/5/2022
 Expires On: 5/5/2022

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1 Year Consumables

Kindergarten

Language Studio- 75 total Activity Books (30 come with Language Studio Classic, 45 extra added)

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA Grade K Language Studio Student Activity Books, All Volumes 1-3 (1 of each)	978-1-68391-002-2	\$25.00	0	45	\$0.00	\$1,125.00
CKLA Grade K Language Studio Classic	978-1-68391-000-8	\$299.00	0	6	\$0.00	\$1,794.00
CKLA 2nd Edition GK Complete Classroom Kit Bundle - 7yr (2022-2029)	978-1-63948-748-6	\$2,999.00	0	30	\$0.00	\$89,970.00
CKLA 2nd Edition GK Skills & Knowledge Activity Books, Classroom Pack (1 of each)	978-1-64383-676-8	\$38.00	0	650	\$0.00	\$24,700.00
CKLA Trade Book Collection: Grade K	978-1-68391-153-1	\$85.00	0	30	\$0.00	\$2,550.00
TOTAL					\$0.00	\$120,139.00

Grade 1

Language Studio- 75 total Activity Books (30 come with Language Studio Classic, 45 extra added)

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA Grade 1 Language Studio Student Activity Books, All Volumes 1-3 (1 of each)	978-1-68391-005-3	\$25.00	0	45	\$0.00	\$1,125.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA Grade 1 Language Studio Classic	978-1-68391-003-9	\$299.00	0	6	\$0.00	\$1,794.00
CKLA 2nd Edition G1 Complete Classroom Kit Bundle - 7yr (2022-2029)	978-1-63948-753-0	\$2,499.00	0	30	\$0.00	\$74,970.00
CKLA 2nd Edition G1 Skills & Knowledge Activity Books, All Units and Domains (1 of each)	978-1-63602-493-6	\$38.00	0	605	\$0.00	\$22,990.00
CKLA Trade Book Collection: Grade 1	978-1-68391-154-8	\$85.00	0	30	\$0.00	\$2,550.00
TOTAL					\$0.00	\$103,429.00

Grade 2

Language Studio- 75 total Activity Books (30 come with Language Studio Classic, 45 extra added)

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA Grade 2 Language Studio Student Activity Books, All Volumes 1-3 (1 of each)	978-1-68391-008-4	\$25.00	0	45	\$0.00	\$1,125.00
CKLA Grade 2 Language Studio Classic	978-1-68391-006-0	\$299.00	0	6	\$0.00	\$1,794.00
CKLA 2nd Edition G2 Complete Classroom Kit Bundle - 7yr (2022-2029)	978-1-63948-754-7	\$2,899.00	0	30	\$0.00	\$86,970.00
CKLA 2nd Edition G2 Skills & Knowledge Activity Books, All Units and Domains (1 of each)	978-1-63602-457-8	\$38.00	0	655	\$0.00	\$24,890.00
CKLA Trade Book Collection: Grade 2	978-1-68391-155-5	\$95.00	0	30	\$0.00	\$2,850.00
TOTAL					\$0.00	\$117,629.00

Grade 3

Language Studio- 75 total Activity Books (30 come with Language Studio Complete Kit, 45 extra added)

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CA CKLA Grade 3 Language Studio Activity Books, All Volumes 1-3 (1 of each)	978-1-942010-28-9	\$25.00	0	45	\$0.00	\$1,125.00
CA CKLA Grade 3 Language Studio Complete Kit	978-1-68161-800-5	\$399.00	0	6	\$0.00	\$2,394.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Edition G3 Complete Classroom Kit Bundle - 7yr (2022-2029)	978-1-63948-755-4	\$1,999.00	0	30	\$0.00	\$59,970.00
CKLA 2nd Edition G3 Activity Books, All Units (1 of each)	978-1-63948-490-4	\$38.00	0	610	\$0.00	\$23,180.00
TOTAL					\$0.00	\$86,669.00

Grade 4 Language Studio- 75 total Activity Books (30 come with Language Studio Complete Kit, 45 extra added)

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CA CKLA Grade 4 Language Studio Activity Books, All Volumes 1-4 (1 of each)	978-1-942010-33-3	\$25.00	0	45	\$0.00	\$1,125.00
CA CKLA Grade 4 Language Studio Complete Kit	978-1-68161-801-2	\$499.00	0	6	\$0.00	\$2,994.00
CKLA 2nd Edition G4 Complete Classroom Kit Bundle - 7yr (2022-2029)	978-1-63948-756-1	\$1,499.00	0	30	\$0.00	\$44,970.00
CKLA 2nd Edition G4 Activity Books, All Units (1 of each)	978-1-942010-43-2	\$38.00	0	630	\$0.00	\$23,940.00
TOTAL					\$0.00	\$73,029.00

Grade 5 Language Studio- 75 total Activity Books (30 come with Language Studio Complete Kit, 45 extra added)

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CA CKLA Grade 5 Language Studio Activity Books, All Volumes 1-4 (1 of each)	978-1-942010-32-6	\$25.00	0	45	\$0.00	\$1,125.00
CA CKLA Grade 5 Language Studio Complete Kit	978-1-68161-802-9	\$499.00	0	6	\$0.00	\$2,994.00
CKLA 2nd Edition G5 Complete Classroom Kit Bundle - 7yr (2022-2029)	978-1-63948-757-8	\$1,699.00	0	30	\$0.00	\$50,970.00
CKLA 2nd Edition G5 Activity Books, All Units (1 of each)	978-1-942010-44-9	\$38.00	0	615	\$0.00	\$23,370.00
TOTAL					\$0.00	\$78,459.00

Grade 6

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA G6 Teacher Blended Package (7yr license 2022-2029)	978-1-64383-049-0	\$180.00	8	7	\$1,440.00	\$1,260.00
Amplify ELA G6: Student Blended Package (7yr license 2022-2029)	978-1-64383-065-0	\$77.60	0	650	\$0.00	\$50,440.00
TOTAL					\$1,440.00	\$51,700.00

Special Education

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
CKLA 2nd Ed GK Single Student Kit_2022 - 7yr (2022-2029)	978-1-63948-726-4	\$2,399.00	0	15	\$0.00	\$35,985.00
CKLA 2nd Ed G1 Single Student Kit_2022 - 7yr (2022-2029)	978-1-63948-727-1	\$2,399.00	0	15	\$0.00	\$35,985.00
CKLA 2nd Ed G2 Single Student Kit_2022 - 7yr (2022-2029)	978-1-63948-728-8	\$2,399.00	0	15	\$0.00	\$35,985.00
CKLA 2nd Ed G3 Single Student Kit_2022 - 7yr (2022-2029)	978-1-63948-729-5	\$999.00	0	15	\$0.00	\$14,985.00
CKLA 2nd Edition G4 Single Student Kit - 7yr (2022-2029)	978-1-68161-827-2	\$999.00	0	15	\$0.00	\$14,985.00
CKLA 2nd Edition G5 Single Student Kit - 7yr (2022-2029)	978-1-68161-828-9	\$999.00	0	15	\$0.00	\$14,985.00
Amplify ELA G6 Teacher Blended Package (7yr license 2022-2029)	978-1-64383-049-0	\$180.00	5	0	\$900.00	\$0.00
TOTAL					\$900.00	\$152,910.00

Language Studio Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA Language Studio National GK-2 Initial Training (1/2 Day Remote)	1.00	\$750.00	\$0.00	\$750.00

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA Language Studio California Edition G3-5 Initial (1/2 Day Remote)	1.00	\$750.00	\$0.00	\$750.00
TOTAL		\$1,500.00	\$0.00	\$1,500.00

ELA Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA: Initial Training for Teachers (1 Day Onsite)	1.00	\$3,200.00	\$3,200.00	\$0.00
TOTAL		\$3,200.00	\$3,200.00	\$0.00

Amplify Reading Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Reading GK-5 Initial Training (TOT) (2.5-Hours Remote)	1.00	\$950.00	\$0.00	\$950.00
TOTAL		\$950.00	\$0.00	\$950.00

CKLA PD Year 1

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed GK-2 Enhancing Planning & Practice (1/2 Day Remote)	1.00	\$750.00	\$0.00	\$750.00
CKLA 2nd Ed Strengthening Consultation Session (Three 1 Hour Remote)	7.00	\$1,000.00	\$0.00	\$7,000.00
Amplify CKLA 2nd Ed G3-5 Enhancing Planning & Practice (1/2 Day Remote)	1.00	\$750.00	\$0.00	\$750.00
Amplify CKLA 2nd Ed G3-5 Initial Training for Teachers (1 Day Onsite)	4.00	\$3,200.00	\$12,800.00	\$0.00
Amplify CKLA 2nd Ed GK-5 Initial Training for Leaders (1/2 Day Onsite)	1.00	\$2,500.00	\$0.00	\$2,500.00
Amplify CKLA 2nd Ed GK-2 Initial Training for Teachers (1 Day Onsite)	4.00	\$3,200.00	\$12,800.00	\$0.00
TOTAL		\$11,400.00	\$25,600.00	\$11,000.00

CKLA PD Year 2

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed GK-5 Enhancing Observations for Leaders (1/2 Day Remote)	1.00	\$750.00	\$0.00	\$750.00
Amplify CKLA 2nd Ed GK-2 Small Group Instruction (1/2 Day Remote)	1.00	\$750.00	\$0.00	\$750.00

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify CKLA 2nd Ed G3-5 Small Group Instruction (1/2 Day Remote)	1.00	\$750.00	\$0.00	\$750.00
Amplify CKLA 2nd Ed GK-2 Initial Training for Teachers (1 Day Onsite)	1.00	\$3,200.00	\$0.00	\$3,200.00
Amplify CKLA 2nd Ed G3-5 Initial Training for Teachers (1 Day Onsite)	1.00	\$3,200.00	\$0.00	\$3,200.00
TOTAL		\$8,650.00	\$0.00	\$8,650.00

S & H

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$59,765.97	\$14,941.49	\$44,824.48

TOTAL DISCOUNT \$46,081.49
 GRAND TOTAL \$850,888.48

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

Special Terms:

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

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, 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 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
- Amplify accepts Visa and MasterCard payments.

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 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 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 fax or email.

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

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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.

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

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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

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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.

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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!

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