



5214F Diamond Heights Blvd #3255
San Francisco, CA 94131
Remit Email: orders@amiralearning.com
Quote Date : 8/27/2024
Proposal No.: Q-66576

Prepared by: Heather Tennyson
Contract Term: 12 Months
Start Date: 9/01/2024
End Date: 8/31/2025
Proposal Expiration: 9/30/2024

Customer Contact: Diane Fix
Customer Name: Stillwater Public Schools
Address: 314 S Lewis St
ACCOUNTS PAYABLE
Stillwater, OK, 74074-3515

Product Description	Quantity	Annual Price	Months	Total
OK Amira K-2	1395	0	12	\$0.00
OK Amira 3-5	1385	0	12	\$0.00
Amira Suite Teacher License	305	0	12	\$0.00

Amount Due (PO Amount):	\$0.00
-------------------------	--------

IMPORTANT: Do not allow licensed product (as defined in said terms and conditions) to be installed or used without reading the terms and conditions of this agreement. If you are not willing to accept these terms and conditions, you must return the licensed product to Amira Learning within ten (10) days of receipt. By installing and using the licensed product as permitted by this license or ordering services (as defined below), you are agreeing to be bound by the terms of this agreement.



Istation	District
Signature	Signature
_____	_____
Printed Signature:	Printed Signature:
_____	_____
Title:	Title:
_____	_____
Dated:	Dated:
_____	_____

Please review and return this cost proposal with your signed Purchase Order to orders@amiralearning.com. Please include the Proposal Number above on your Purchase Order.

This cost proposal is for the purchase of the AMIRA software subscription and services set forth above, and is subject to and incorporates by reference the terms and conditions for the applicable products located at: <https://amiralearning.com/terms-conditions.html> (the "Agreement"). By signing the attached Purchase Order, Customer represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this cost proposal and agrees to be bound by the terms of the Agreement, (b) it has reviewed and agree to the enumeration of the services included with the subscription, and (c) it has full power and authority to accept the Agreement and this cost proposal. The use of all software and delivery of any services provided for herein will be subject to the terms and conditions between ESC Region 4 ("Customer") and Amira Learning, Inc (AMIRA). All capitalized terms used in this proposal have the meanings stated in the Agreement, unless stated otherwise.

Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that AMIRA receives your Purchase Order. No modification of the Agreement shall be affected by Customer's use of any order form, purchase order, acknowledgement or other form containing additional or different terms.



Research

Educators

Support

Sign In

Schedule a
Demo

Amira Learning Inc. Terms and Conditions

Last Updated: August 2023

The following Amira Terms and Conditions (these "Terms") apply to the purchase of all Amira Products, Services and Pilots. Additional terms and conditions may pertain to the use of specified platforms or products. In the event that Amira is an authorized licensor of any Digital Products owned by third parties, the Terms of Use and Privacy Policies associated with such third-party products may apply.

In addition to these Terms, the [Privacy Policy](https://amiralearning.com/privacy-policy.html) at <https://amiralearning.com/privacy-policy.html> (the "Privacy Policy") applies to how AMIRA may process information provided as part of the Products. Customer acknowledges and agrees that by accessing or using the Products, AMIRA may receive certain information about Customer and/or Participants, including personal information, as set forth in the Privacy Policy, and AMIRA may collect, use, disclose, store, share, and process such personal information in accordance with such Privacy Policy.

GENERAL TERMS APPLICABLE TO ALL PRODUCTS

CONTRACT. The ordering or acceptance of any Products purchased from Amira Learning Inc. (AMIRA) or its applicable subsidiaries or affiliates (collectively, "AMIRA") by any purchaser (each a "Customer") shall constitute an agreement to these standard terms and conditions set forth herein (the "Terms"). These Terms, together with the terms and conditions published by AMIRA in the AMIRA Order Document(s) (if applicable to Customer's purchase) collectively constitute the sole agreement between the parties relating to the subject matter



Research

Educators

Sign In

Schedule a
Demo

shall not be binding on AMIRA.

1. BILLING AND PAYMENT. All amounts owing from Customer to AMIRA with respect to any Products purchased from AMIRA are due within thirty (30) days of the date set forth on AMIRA's invoice. Accounts must be current before subsequent shipments will be made. Past due accounts are subject to a one percent (1%) monthly finance charge.
2. PRICES, AND TERMS. AMIRA's list prices and other terms shown are subject to change, with a ninety (90) days' written notice to the Customer prior to the change.
3. CUSTOMER RETURNS. All Software is sold on a non-refundable basis.
4. TAXES. Customer is required to pay any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the net income of Amira as applicable. AMIRA shall have no liability for any tax required to be billed, collected, and/or remitted by Customer as a result of sales of Products made by Customer, and Customer shall defend, indemnify, and hold harmless AMIRA against all losses, penalties, interest, and expense (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes.
5. COMPLIANCE WITH LAWS. Customer shall comply with all applicable laws and regulations applicable to the purchase and use of Products and/or the resale of Products.
6. AMIRA'S INTELLECTUAL PROPERTY RIGHTS. The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of AMIRA or its licensors and is protected by copyright and other intellectual property rights. And that except for the limited license rights expressly provided herein, Amira Learning and its suppliers have and will retain all rights, title and interest in and to the Software (including all intellectual property rights) and all copies, modifications and derivative works thereof (including as may reflect any suggestions or feedback received from Customer). Customer acknowledges that it is obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise.



Research

Educators

Sign In

Schedule a
Demo

Information" provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by Amira Learning (or its agents), performance information relating to the Software, and the terms and conditions of this Agreement will be deemed Confidential Information of Amira Learning without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 8 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 7. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief.

8. Any subscription to software under these Terms is for the time period or term listed in the applicable AMIRA Order Document(s). If Customer wishes to extend any subscription or license term(s), a purchase order, change order, or amendment is to be negotiated for additional fees.



Research

Educators

Support

Sign In

Schedule a
Demo

Software Products that are self-hosted in whole or in part, upon expiration or termination of the applicable subscription term, Customer must immediately cease using the Software Product, delete or destroy any copies of the Software Product and, if requested, confirm to AMIRA that the Customer has complied with these requirements.

10. Customer acknowledges that Software Products may include security technology to ensure that they may only be used in accordance with the applicable license rights.

11. Customer may not: (1) re-sell, rent or lease a Software Product or any part of it; (2) copy any part of a Software Product, except where specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Software Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Software Product, or deploy a Software Product on more devices or at more sites, than are authorized by these Terms and the applicable the AMIRA order form, or (5) sub-license the Software Products except as permitted by AMIRA in item 12 below.

12. AMIRA acknowledges that Customer will link to the web-based Software Products as a feature in Customer's product, in which AMIRA gives express and irrevocable authorization to use, therefore, not representing breach in Amira's Intellectual Property Rights or Confidential Information.

13. As noted in the AMIRA Privacy Policy, the Customer has full ownership of the audio of Customer's student, as to Customer develop its material and product, as well as to utilize it on Customer's marketing. It is the Customer's responsibility to manage any student privacy concerns related to Customer's use of the data.

14. Customer will own any tangible media (e.g., CD, DVD, tape, etc.) on which Software Product(s) are supplied.

15. In connection with Customer's use of Software Products, see AMIRA's Privacy Policy. Please note that in some instances there are other specific privacy policies that may apply to certain AMIRA Software Products. In such cases, you should refer to the applicable privacy policy for that Software Product(s).



Research

Educators

[Sign In](#)

[Schedule a Demo](#)

17. **PURCHASE AUTHORIZATION.** By ordering Products, Customer represents and warrants that it has complied with any and all of its own requirements necessary to authorize the purchase. Customer is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all Products.

18. **EQUAL OPPORTUNITY CLAUSE.** AMIRA does not and Customer shall not engage in any discriminatory practices based on race, color, religion, national origin, or physical or mental disability.

19. **FORCE MAJEURE.** AMIRA shall not be deemed in default of its obligations to Customer to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials and supplies, or any other cause beyond its reasonable control.

20. **ASSIGNMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement (or any part thereof) without the advance written information of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except if notified under this Section 19 will be null and void.

21. **SOLVENCY.** By ordering and accepting delivery of Products, Customer represents to AMIRA that Customer is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Customer orders and/or accepts delivery of any Products while insolvent, Customer shall immediately return all such Products to AMIRA, and any and all Products en route to Customer at such time shall be returned immediately upon Customer's receipt thereof. Events which shall be deemed to establish Customer's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Customer and/or Customer's admission of its inability to pay its debts when due.

22. **CLAIMS.** All claims relating to any shipment and/or applicable invoice and/or Products must be made in writing within 30 days of the date of the invoice. Any request for proof of



Research

Educators

Support

Sign In

Schedule a
Demo

its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all losses, costs and expenses (including reasonable outside attorneys' fees and expenses) incurred in defending any claim, judgment or proceeding relating to or arising out of: (a) Customer's breach or alleged breach of its representations, warranties, obligations and agreements contained in these Terms; and/or (b) the distribution, resale and promotion of Products by Customer

24. DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY. ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND AMIRA EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AMIRA AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY CUSTOMER. AMIRA SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, AMIRA'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. AMIRA DOES NOT GUARANTEE THAT ANY SOFTWARE PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. AMIRA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND SOFTWARE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AMIRA SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF SOFTWARE PRODUCTS. IN NO EVENT SHALL AMIRA BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AMIRA AND CUSTOMER'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT



Research

Educators

Sign In

Schedule a
Demo

25. SEVERABILITY. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind.

26. GOVERNING LAW; JURISDICTION AND VENUE. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS THEREOF, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. THE JURISDICTION AND VENUE FOR ACTIONS RELATED TO THE SUBJECT MATTER HEREOF WILL BE THE STATE AND UNITED STATES FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, AND BOTH PARTIES HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS.

27. EXPORT. Import duties, taxes and customs clearance fees relating to Products shipped outside the United States will be borne by Customer. Export laws and regulations of the United States apply to all Products. Customer agrees that export control laws govern its use of the Software Products and related services (including technical data) and any Software Products deliverables provided to Customer by AMIRA, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). For Products exported outside the United States, Customer agrees that it will not import or allow a third party to import such Products into the United States.

28. CERTAIN DEFINITIONS. "Product(s)" professional development products, CDs, DVDs, videos, other audio/ video/multimedia products, subscription services, software licenses and any other products that Customer may acquire from AMIRA. Products may include either Software Products, Print Products, other Physical Products or both. "Software Product(s)" means non-tangible, digital versions of Products. "Physical Product(s)" means any Product versions that are not Software Products, including Print Products books, other printed materials, and the physical media (CDs, DVDs, videos, other audio/ video/multimedia products) that carry copies of any Software Product(s) delivered to Customer, and any other physical copies of Products.

GENERAL TERMS APPLICABLE TO ALL SERVICES



Research

Educators

Support

Sign In

Schedule a
Demo

set forth herein, these terms, together with any exhibits, attachments, Order Documents, and other referenced or linked documentation, the "Agreement," collectively constitute the sole agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing by both AMIRA and Customer. Any contrary or inconsistent terms to this Agreement appearing on purchase orders, acknowledgments, or other documents of Customer or oral stipulations shall not be binding on AMIRA.

1. **Definitions.** Capitalized terms shall be defined as set forth below or elsewhere in this Agreement.

a. "Customer" means the legal entity identified on the purchasing or registration materials. For purposes of this Agreement, Customer includes affiliates specifically listed in a purchase order or in other purchasing or registration materials. Such affiliates agree to be bound by the terms of this Agreement. Customer is responsible for compliance with the terms of this Agreement by all affiliates, subsidiaries and subdivisions purchasing Services hereunder.

b. "AMIRA Materials" means any and all materials provided by AMIRA in the course of delivering the Services, including without limitation, documentation, training materials, professional development materials, program and technical implementation materials, PowerPoints, handouts, books, and webinars.

c. "Participant(s)" means affiliates or employees of the Customer who will be engaging in the Services being provided by AMIRA.

d. "Order Document(s)" means the AMIRA cost proposal or AMIRA quotation, order form and the Agreement.

e. "Purchase Order" means purchase order or other Customer ordering document.

f. "Services" means the services specified in the purchase order or other ordering documents or Statement of Work(s), which may include training, professional development, coaching, "Getting Started" and implementation training, software integration, software implementation, software development and other engineering work performed by AMIRA for Customer as agreed to by the parties, under this Agreement.



Research

Educators

Sign In

Schedule a
Demo

- support
- i. for Services invoiced upon delivery of the Service, the earlier to expire of (x) the Customer's funding for such Services or (y) twenty-four months from the date of acceptance of this Agreement; or
 - ii. for Services billed in advance of delivery and paid within thirty (30) days after receipt of an invoice, the Term shall be twenty-four months from the date of the acceptance of this Agreement.

Under extraordinary circumstances and upon mutual written consent of AMIRA and Customer, the original term-month Term may be extended for an additional twelve-month period up to the expiration date of the Customer's funding.

2. Purchase Order and Payment Terms. Purchase Order. At least thirty (30) days prior to the first date of Services, Customer shall provide AMIRA with a Purchase Order. If Customer's purchase practice is not to provide a Purchase Order, Customer agrees that it shall sign a Services Summary or contract and make prompt payment under the terms set forth herein for all Services delivered to Customer by AMIRA.

a. Services Logistics Detail. No less than thirty (30) days before a Services Date, Customer shall provide to AMIRA the following information: shipping address for materials, the address and other pertinent details (e.g., room number) of Services delivery sites, and the number of Participants for each day of Services to be delivered. AMIRA reserves the right to charge Customer expedited shipping charges if additional shipping or handling charges are incurred by AMIRA, or to reschedule the Services without penalty, as a result of Customer's failure to provide the necessary information within this timeframe.

b. Payment Terms. Unless an alternative billing schedule has been agreed to by the parties, all fees are due and payable no later than thirty (30) days after each consulting day is delivered and invoiced or thirty (30) days after receipt of an invoice for Services billed in advance of delivery. Late payments shall be subject to a 1% monthly finance charge.

3. Services Delivery Dates: Scheduling, Rescheduling and Cancellation. Dates To Be Determined. Dates "to be determined" ("TBD Dates") must be delivered within the Term of this Agreement. Fees paid for any TBD Dates not consumed within the Term will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact AMIRA at least six



Research

Educators

Sign In

Schedule a
Demo

a. Date Changes/Rescheduling/
Support

- i. Services Dates, once scheduled, may be changed only upon the mutual agreement of AMIRA and the Customer. In addition to rescheduling fees, any change to the dates or the type of Services herein may change the fees that will be charged.
- ii. Any date change requests must be received by AMIRA from the Customer no less than thirty (30) days prior to the scheduled Services Date. All rescheduled Services Dates must be delivered within the Term of this Agreement. All rescheduled Services Dates not consumed within the Term of this Agreement will be forfeited by the Customer and no refund of any prepaid fees shall be given.
- iii. For any Services Date changes made at any time by Customer for any reason, Customer shall reimburse AMIRA 100% of any out-of-pocket travel or other ancillary costs spent by AMIRA in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked).

b. Cancellation.

- i. Customer may terminate this Agreement and/or cancel Services without incurring any cancellation fee prior to the scheduling of a Services Date or assignment of the consultant delivering the Services by providing AMIRA no less than thirty (30) days' written notice prior to the Services Date.
- ii. Cancellations received from Customer less than thirty (30) days prior to the Services Date shall result in payment by Customer of a cancellation fee of 50% of the fees for the canceled Services. Cancellations received from Customer less than seven (7) days in advance of the Services Date shall result in payment by Customer of a cancellation fee of 75% of the fees for the canceled Services.
- iii. Cancellations received from Customer less than 24 hours prior to the Services Date, or if Customer is absent from the scheduled Service ("no-show"), shall result in payment by Customer of a cancellation fee of 100% of the fees for the canceled Services.
- iv. If a cancellation involves more than one Service Date, any cancellation fees shall be prorated accordingly. In all cases, Customer shall pay for any Services actually delivered.



Research

Educators

Sign In

Schedule a
Demo

Agreement (Support level already booked).

c. Technical Support and Integration Work. The foregoing rescheduling and cancellation terms may not apply to technical support and integration work. Rescheduling and cancellation terms for such work shall be provided by AMIRA in conjunction with such work.

4. **Force Majeure.** Services may be canceled or rescheduled without penalty by either Customer or AMIRA because of a natural disaster, terrorist attack, act of God, war, civil commotion, strikes, labor disputes, or other unforeseeable circumstance that is beyond the control of either AMIRA or Customer and makes it impossible to hold the scheduled Services.

5. **Confidentiality.** Customer acknowledges that in the course of performing the Services under this Agreement, representatives of AMIRA may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of AMIRA are proprietary and confidential information of AMIRA. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the AMIRA Materials other than the use that is intended by AMIRA through its provision of the Services.

6. **Ownership and Use of Services.** AMIRA owns and retains all right, title and interest in and to AMIRA Materials, software, documentation, training and implementation materials, methodology, names of the Services, all parts of the presentations and other materials provided in connection with AMIRA Services (collectively, "AMIRA IP"). AMIRA grants to Customer a personal, nonexclusive license to use the AMIRA IP for its own non-commercial, incidental use as contemplated herein. Customer and the Participants are strictly prohibited from reproduction or distribution of the AMIRA Materials or AMIRA IP without prior written permission from AMIRA. Customer and Participants may not make use of the AMIRA Materials or AMIRA IP in any manner other than the use intended by AMIRA through its provision of the Services. All data of the Customer is the property of the Customer.

a. The trademarks Amira, Amira Learning, the names of the courses, and all parts of the presentations and the materials for the courses are owned solely by Amira Learning Inc. with all rights, including reproduction rights and copyrights, reserved to Amira Learning Inc.



Research

Educators

Sign In

Schedule a
Demo

Customer and Support Affiliates.

c. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of AMIRA, and considering the exception given to Customer's product, as stated in item 12 and 13. Participants must also refrain from using their cell phones and other electronic devices during the presentation of the Services. To ensure the quality of the Services for other Participants, Participants may be asked to leave if they engage in this activity.

7. Independent Contractor. AMIRA and Customer are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between AMIRA and Customer.

8. Disclaimer of Warranties and Indemnities; Limitation of Liability. ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND AMIRA EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AMIRA AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST REASONABLE LOSSES INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF SERVICES BY CUSTOMER IF NOT EXPRESSLY PERMITTED IN THIS AGREEMENT. AMIRA WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. AMIRA SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE SERVICES, INCLUDING, WITHOUT LIMITATION, AMIRA'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. AMIRA DOES NOT GUARANTEE THAT ANY SERVICES WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. AMIRA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AMIRA SHALL NOT BE LIABLE FOR



Research

Educators

Sign In

Schedule a Demo

WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AMIRA'S AND CUSTOMER'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

9. GOVERNING LAW; JURISDICTION AND VENUE. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS THEREOF, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. THE JURISDICTION AND VENUE FOR ACTIONS RELATED TO THE SUBJECT MATTER HEREOF WILL BE THE STATE AND UNITED STATES FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, AND BOTH PARTIES HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS.

10. **Entire Agreement and Amendment.** This Agreement, including any attachments or exhibits, other than any terms and conditions applying to the provision of product support and hosting services, constitutes the entire agreement between the parties concerning the Services, and can only be amended by a writing signed by authorized representatives of AMIRA and Customer.



Amira Learning

More Info

Support

Other

About Us

Amira en Español

Help Center

Terms & Conditions

Next Gen EdTech

Dyslexia

Contact Us

Privacy Policy

Testimonials

Accessibility

Careers

Multilingual Learners





Research

Educators

Support

Sign In

Schedule a
Demo

This site is protected by reCAPTCHA Enterprise and the Google [Privacy Policy](#) and [Terms of Service](#) apply.

© 2023 All Rights Reserved



5214F Diamond Heights Blvd #3255
San Francisco, CA 94131
Remit Email: orders@amiralearning.com
Quote Date : 8/27/2024
Proposal No.: Q-66576

Prepared by: Heather Tennyson

Customer Contact: Diane Fix

Contract Term: 12 Months

Customer Name: Stillwater Public Schools

Start Date: 9/01/2024

Address: 314 S Lewis St
ACCOUNTS PAYABLE

End Date: 8/31/2025

Stillwater, OK, 74074-3515

Proposal Expiration: 9/30/2024

Product Description	Quantity	Annual Price	Months	Total
OK Amira K-2	1395	0	12	\$0.00
OK Amira 3-5	1385	0	12	\$0.00
Amira Suite Teacher License	305	0	12	\$0.00

Amount Due (PO Amount):	\$0.00
-------------------------	--------

IMPORTANT: Do not allow licensed product (as defined in said terms and conditions) to be installed or used without reading the terms and conditions of this agreement. If you are not willing to accept these terms and conditions, you must return the licensed product to Amira Learning within ten (10) days of receipt. By installing and using the licensed product as permitted by this license or ordering services (as defined below), you are agreeing to be bound by the terms of this agreement.



Istation

District

Signature

Signature

Printed Signature:

Printed Signature:

Title:

Title:

Dated:

Dated:

Please review and return this cost proposal with your signed Purchase Order to orders@amiralearning.com. Please include the Proposal Number above on your Purchase Order.

This cost proposal is for the purchase of the AMIRA software subscription and services set forth above, and is subject to and incorporates by reference the terms and conditions for the applicable products located at:

<https://amiralearning.com/terms-conditions.html> (the "Agreement"). By signing the attached Purchase Order, Customer represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this cost proposal and agrees to be bound by the terms of the Agreement, (b) it has reviewed and agree to the enumeration of the services included with the subscription, and (c) it has full power and authority to accept the Agreement and this cost proposal. The use of all software and delivery of any services provided for herein will be subject to the terms and conditions between ESC Region 4 ("Customer") and Amira Learning, Inc (AMIRA). All capitalized terms used in this proposal have the meanings stated in the Agreement, unless stated otherwise.

Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that AMIRA receives your Purchase Order. No modification of the Agreement shall be affected by Customer's use of any order form, purchase order, acknowledgement or other form containing additional or different terms.