

Advanced Micro Devices, Inc.
System Loan Agreement Terms and Conditions

AMD
One AMD
Place
PO Box 3453
Sunnyvale, CA
94086

Advanced Micro Devices, Inc. ('AMD') loans to Davis Joint Unified Schools/CO Mackenzie K. , 'You' or 'your', 12045 Gold Pointe Ln Gold River CA 95670 US the AMD processor based system(s) listed in the attached Exhibit A (collectively the 'System') under the terms and conditions outlined below.

Receipt and/or any use of the System indicates your acceptance of these terms and conditions.

AMD will ship the System to the address You provide at AMD's expense. 90 after date of delivery, you agree to return the System to AMD/Extron at AMD's expense.

Return Address:
Extron
496 S. Abbott Ave
Milpitas, CA 95035
phone: 510.353.0177

To use the System, You agree that:

- You shall execute and return this Agreement as described on page three (3) of this Agreement.
- During the term of this Agreement, all right and title to the System shall remain with AMD and will not pass to You.
- Your use of the System shall be limited to the time period identified in this letter. However, either of us may terminate this letter at any time upon 5 days written notice. Upon expiration or termination of this Agreement, You agree to return the System in the same condition as it was received. In the event that any System is not returned to AMD in good condition within two (2) weeks of the return date listed above, AMD will invoice You for the System, and You agree to reimburse AMD for the System at AMD's current replacement price.
- You are responsible for installation, proper care and operation of the System and return of the System to AMD without any mechanical or electrical alterations.
- From the date of delivery, You assume all risk of loss or damage resulting from your negligent acts or omissions.
- THE SYSTEM IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM CUSTOM OR TRADE. AMD DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS AS TO THE CORRECTNESS, ACCURACY OR RELIABILITY OF THE SYSTEM. IN NO EVENT WILL AMD BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DAMAGES, DIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MAY ARISE HEREUNDER, EVEN IF AMD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. BY USING THE SYSTEM WITHOUT CHARGE, YOUR COMPANY ACCEPTS THIS ALLOCATION OF RISK.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS AMD, AND ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION LIABILITIES, CLAIMS, COSTS, REASONABLE EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, OR JUDGMENTS OF ANY KIND OR NATURE TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY OUT OF OR RESULTING FROM YOUR MISUSE OF THE SYSTEM FURNISHED UNDER THIS AGREEMENT.

• The System may not meet any or all FCC, UL or other safety requirements and may only be used for review and evaluation only in non-residential areas. You are solely responsible for and hereby accept responsibility for necessary safety precautions in this regard. You are solely responsible for ensuring that your use of the System complies with all applicable federal and state laws.

• By this letter You are hereby notified, and agree and acknowledge, that the System as well as any accompanying information may be subject to restrictions on use, release, transfer, importation, exportation and/or re-exportation under the laws and regulations of the United States or other countries ("Applicable Laws"), which include but are not limited to U.S. export control laws such as the Export Administration Regulations and national security controls as defined thereunder, as well as State Department controls under the U.S. Munitions List. You further agree that the System, any accompanying media, material and information, and any product thereof, will not be used, released, transferred, imported, exported and/or re-exported in any manner prohibited under Applicable Laws, including U.S. export control laws regarding specifically designated persons, countries and nationals of countries subject to national security controls.

• You agree to protect all information relating to this Agreement that is disclosed by AMD to You, including but not limited to the System and all associated information, all undisclosed product names, trademarks and logos, as well as any test results, benchmark results and observations derived from work undertaken on the System by You ("Confidential Information"). You agree to protect the Confidential Information with the same degree of care, but no less than a reasonable degree of care, that You use to protect your own confidential information of like nature.

• This Agreement may be extended or modified only in writing, including addenda, signed by both You and AMD. However, AMD may supplement this Agreement by adding system serial numbers to the schedule on page 4 and sending a copy of the updated schedule to You. This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in multiple copies, each of which shall be deemed one agreement, and any copy thereof may be executed and transmitted by facsimile. The facsimile or email signature shall be valid and acceptable for all purposes as if it were an original.

Please indicate your acceptance of these terms by signing this Agreement where indicated below and returning a copy to Extron, Inc., 496 S. Abbott Ave., Milpitas, CA 95035 or by e-mail to demohelp@extroninc.com or by fax to (510) 353-1319.

The undersigned represents and warrants that they possess the requisite power to bind Davis Joint Unified Schools/CO Mackenzie K. to and carry out the terms of this Agreement.

Accepted and Agreed to:



Authorized Signature

Bruce Colby

Printed/Typed Name

Chief Business Officer

Title

Davis Joint Unified School District

Company Name

Exhibit A

Item No	SKU or Description	Quantity	Serial No Or AMD Tracking Number
HP-2D606UT#ABA	HP Chromebook 11A G8 - Education Edition- 11.6" IPS touchscreen - A4 9120C 1.6 GHz- 4GB RAM, 32GB eMMC SSD, AMD Radeon R4 Graphics, Google Chrome OS 64	1	5CD016C7WK

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