

**CONTRACT NAME: AGREEMENT BETWEEN SHI  
INTERNATIONAL, INC. AND DAVIS JOINT UNIFIED SCHOOL  
DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement between SHI International, Inc. and DJUSD provides Adobe Creative Cloud for staff use at DaVinci Charter Academy.

The cost of this service will be \$7,200 and is allocated in the site budget for DaVinci Charter Academy. No additional funding is being requested.

These terms constitute the entire understanding between SHI International Corp. ("Reseller") and DJUSD ("Customer") with respect to Customer PO # 172219 ("Order"). Reseller shall provide the software, hardware, or peripherals ("Products") as outlined on the Customer's Order. Issuance of an Order shall be deemed Customer's acceptance of these terms.

1. Terms of Payment. The invoice shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net 30 days after receipt of a valid invoice at the remit-to address referenced in the Order. Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify Reseller of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be re-invoiced on a separate invoice. Customer will pay any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Products under this Agreement. Such taxes will be separately stated on Reseller's invoices and reported and paid to appropriate governmental authorities by Reseller.

2. Shipping. Products shipped to Customer's facilities shall be packaged in such a manner as to preclude all reasonably anticipated in-transit damage and in accordance with commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the order, the applicable PO number, recipient's name and if applicable, building and room number. Shipment terms are FOB Destination, freight pre-paid and added.

3. Returns. Reseller's return policy can be found at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy).

4. Warranty. Reseller warrants that Reseller will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product described in the PO and has all rights, approvals, and/or authorizations necessary to provide the Products. Reseller is a value added reseller ("VAR") of Product, not the original equipment manufacturer or licensor ("OEM"), and therefore disclaims any warranty responsibility regarding Product provided under this Order. Reseller shall forward the warranties to Customer which are provided to Reseller from the OEM of the Product, and to the extent granted by the OEM, Customer shall be the beneficiary of the OEM's warranties. Reseller is not a party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product. EXCEPT AS OTHERWISE PROVIDED IN THIS ORDER, RESELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

5. Software License. Software Products resold under this Order, as well as related maintenance or support services, will be governed by either the license agreement between Customer and the OEM or, if no such agreement exists, the OEM's standard license and support agreements, which Reseller shall forward to Customer at the time of delivery of the Products, when provided to Reseller by the OEM. Reseller is not a party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all license and support claims or obligations related to that OEM's Product.

6. Indemnification. Each party shall, at its own expense, protect, indemnify, defend and hold harmless the other from and against all claims and actions, losses and all expenses (including legal and investigation fees) incidental to such claims or actions arising out of damage to property and/or injury, sickness, or disease to persons (including death), infringement of civil rights or other tortious acts based on the negligent acts or omissions or willful

misconduct of either party or anyone acting under the direction or control or on the behalf of the indemnifying party under the Order. The foregoing indemnity shall include all claims made or threatened by, or in the name of or on behalf of the indemnifying party's employees for personal injuries (including death) which arise in the course of their employment; but it shall not apply to any liability ultimately determined to be based upon the negligence of indemnified party. The indemnifying party hereby waives any defense it may otherwise have under applicable Workers Compensation laws.

7. Product Indemnification. As a VAR, Reseller therefore disclaims any indemnification responsibility regarding Product provided under the Order. Reseller shall forward the indemnifications to Customer which are provided to Reseller by the OEM of the Product and to the extent granted by the OEM, Customer shall be the beneficiary of the OEM's indemnifications. Reseller is not a party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all indemnification claims related to that OEM's Product.

8. LIMITATION OF LIABILITY. (i) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(ii) EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RESELLER UNDER THE ORDER WHICH GAVE CAUSE FOR SUCH LIABILITY.

9. Confidentiality. "Confidential Information" shall mean Information" shall mean: (i) information which is specifically and conspicuously identified as confidential or proprietary (by stamp, legend or otherwise); (ii) all information that is disclosed or otherwise becomes known to in connection with the Order that is not a matter of public knowledge; (iii) all trade secrets, customer information and intellectual property owned or licensed by a party; and (iv) all personal information about individuals contained (including, without limitation, names, addresses, social security numbers, and credit card and other financial information); excluding information that: (i) was previously rightfully known free of any obligation to keep it confidential; (ii) or becomes publicly known through no wrongful act of the parties; (iii) is independently developed without reference to the Confidential Information; or (iv) is subject to disclosure pursuant to a subpoena, judicial or governmental requirement, or order, provided that there was given sufficient prior notice of such subpoena, requirement, or order, to permit a reasonable opportunity to object to the subpoena, requirement, or order and to allow the opportunity to seek a protective order or other appropriate remedy. Each party shall use at least the same degree of care to protect the Confidential Information of the other party from unauthorized disclosure or access that they use to protect their own Confidential Information, but not less than reasonable care. To the extent that a party has access to the other party's records, they agree to maintain, and to ensure that all of their subcontractors and agents maintain, appropriate measures to ensure the security, confidentiality and integrity of such records, including measures to protect against the unauthorized use, access, destruction, loss or alteration of such records.

10. Cancellation. Provided the Order or some part thereof has not been designated "non cancellable" or "non returnable", Customer shall have the right to cancel or postpone, in whole or in part, the Order, without penalty, provided that notice of such cancellation or postponement is received by Reseller prior

to shipment of the ordered Products. If Customer cancels the Order following shipment of the Products but prior to delivery, Customer shall pay all freight and handling charges for shipment and return shipment of such Products to Reseller. All returns shall be made in accordance with Reseller Return Policy. Notwithstanding the foregoing, any such cancellations shall be subject to charges imposed by the OEM associated with cancellation.

#### 11. Miscellaneous.

11.1 Assignment. Neither party may assign, subcontract, or transfer the Order, or any part thereof, without the other party's prior written consent, and any such assignment or transfer without such consent shall be null and void.

11.2 Force Majeure. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, Reseller or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Reseller shall notify Customer promptly of any such delay and shall specify the effect on the Product as soon as practical.

11.3 No Waiver. Any failure by either party to insist upon observance or performance by the other of the provisions of these terms shall not be deemed a "course of dealing" waiver of any such provision or a waiver of the right of the parties to enforce any and all provisions in the future.

11.4 No Severance. Should any of these terms and conditions be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these terms and conditions and the balance of the terms and conditions shall be binding on both parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions the Order.

11.5 Governing Laws. These terms and the applicable Order, and any claims or disputes arising out of or relating thereto shall be governed by the laws of California, excluding: (i) conflict of law principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; and (iii) the Uniform Computer Information Transactions Act ("UCITA"). The parties hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of California in connection with any dispute or other matter arising out of these terms or applicable Order.

11.6 Exportation. Export of Products by Customer is subject to applicable US export regulations and Customer shall be solely responsible for compliance thereof.



Pricing Proposal  
Quotation #: 13052552  
Created On: 2/28/2017  
Valid Until: 3/31/2017

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## Davis Joint Unified School District

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### Tara Salaices

DAVIS, CA  
United States  
Phone:  
Fax:  
Email: tsalaices@djusd.net

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## Inside Account Manager

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### Greg Malandrucolo

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-564-8141  
Fax: 800-814-7567  
Email: Greg\_Malandrucolo@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Creative Cloud for teams - All Apps - Team Licensing Subscription Renewal (12 months) - 1 device - academic - Value Incentive Plan - level 4 (1000+) - 0 points - per month - Win, Mac - Multi North American Language Adobe - Part#: 65265358BB04A12 Coverage Term: 4/9/2017 – 4/8/2018	300	\$24.00	\$7,200.00
Total			\$7,200.00

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*