

**CONTRACT NAME: AGREEMENT BETWEEN QUEST
SOFTWARE INC. AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between Quest Software, Inc. and DJUSD is for two new servers and software for the Technology work order system, KACE. This is a three-year agreement, including maintenance and support.

Licensee DAVIS JOINT UNIFIED SCHOOL DISTRICT

Date 11/16/2017

Attn:

Bob Kehr

Phone # +1(530) 757-5300 x117
bkehr@djud.net

Quote # 1-4K3EHW7

Rev # 2

Valid From 11/16/2017

Through 12/16/2017

Sales Rep Jimmy Kardassilaris

Phone # +1(614) 726-4745

Fax # +1(949) 754-1805

Bill To

DAVIS JOINT UNIFIED SCHOOL
DISTRICT
Bob Kehr
526 B St
DAVIS, CA 95616
United States

Ship To

DAVIS JOINT UNIFIED SCHOOL
DISTRICT
Bob Kehr
526 B St
DAVIS, CA 95616
United States

End User

DAVIS JOINT UNIFIED SCHOOL
DISTRICT
Bob Kehr
526 B St
DAVIS, CA 95616
United States
bkehr@djud.net

Line	Part #	Product	Qty	Net Price	Support From	To	H/W & # of CPU's	Extended Price
1	CBA-KCE-CB-NBD-3YR	K1200 PHYSICAL APPLIANCE W/NBD WARRANTY REFRESH HARDWARE/3YR MAINTENANCE	1	\$7,508.00	11/30/2017	11/30/2020		\$7,508.00
2	DBA-KCE-CB-NBD-3YR	K2200 PHYSICAL APPLIANCE W/NBD WARRANTY REFRESH HARDWARE/3YR MAINTENANCE	1	\$4,709.00	11/30/2017	11/30/2020		\$4,709.00
3	S&H-3to5	SHIPPING & HANDLING (3 TO 5 DAYS)	1	\$36.00	11/30/2017	11/30/2018		\$36.00

Payment Terms: Net 30

Subtotal \$12,253.00

Estimated Tax \$1,010.87

Total \$13,263.87



Bob Kehr
DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B St
DAVIS, CA 95616
United States

11/16/2017

To Whom It May Concern:

Please find enclosed the Quotation/Invoice for renewal of maintenance services for your organization's licensed Quest Software products. I am your point of contact for maintenance renewals for your licensed Quest products, and I will be happy to assist you with this purchase.

Before proceeding to place your annual renewal order below, I would like to inform you that your organization is eligible for our Multi-year Maintenance Agreement option to further protect your software investments and control costs. With an active Multi-year Maintenance agreement you can ensure your licensed software stays current and continues to operate effectively by:

- Protecting your investment with long term, uninterrupted access to technical support, knowledge base of known solutions, new releases, bug fixes, and more.
- Achieving price protection by eliminating annual maintenance uplifts.
- Lowering your base maintenance cost with incremental discounts (that most software vendors do not offer!)
- Simplifying your maintenance renewal process, as well as reducing purchasing and administration for your business to a single planning and budgeting cycle.
- Help keep users productive with access to cross-platform software and technical support.

To continue with your annual maintenance renewal, Quest offers a variety of convenient ways to place your order:

1. Sign and fax the completed quote to me at the fax number listed below, or
2. Fax to me a purchase order matching the details listed on the attached quote, or
3. Return of an "Email Authorization to Invoice" - the template for which is below, or
4. Direct payment to Quest via check, wire transfer, or credit card.

To place your renewal order with an Email Authorization, simply return the following statement to me with the bracketed information filled in with the applicable details for your company:

"I, <name of authorized person>, <title>, authorize Quest to send <organization name> an invoice for Maintenance Services listed on Quote <quote number> covering the period <maintenance dates>, in the US dollar amount of <quote total> (including sales tax). Please send the invoice to the attention of: <contact name> Please send the invoice to the following address: <invoicing address>. My phone number is: <phone number>."

Your payment terms will be Net 30 from Quest processing date of the applicable invoice. If you choose to utilize the Email Authorization, please ensure that your Finance/Accounts Payable department will honor the invoice upon receipt.

In order to maintain uninterrupted Quest technical support and product upgrades, your maintenance renewal order must be received prior to the expiration of your current agreement. In order to help you expedite the renewal process, I would like to speak with you regarding this quotation as soon as possible. Please let me know when might be a convenient time for you to talk.

If you have any questions about the maintenance renewal, please feel free to contact me directly. My contact information is below.

Thanks in advance for your prompt attention to this matter.

Best Regards,
Jimmy Kardassilaris

Support Renewals Representative

6500 Emerald Parkway
Suite 400
Dublin, OH 43016

Phone #	+1(614) 726-4745
Fax #	+1(949) 754-1805
Email	jimmy.kardassilaris@quest.com

Licensee	DAVIS JOINT UNIFIED SCHOOL DISTRICT	Date	11/16/2017		
Attn:	Bob Kehr	Quote #	1-4K3EHW7	Rev #	2
	Phone # +1(530) 757-5300 x117	Valid From	11/16/2017	Through	12/16/2017
	bkehr@djUSD.net	Sales Rep	Jimmy Kardassilaris		
		Phone #	+1(614) 726-4745	Fax #	+1(949) 754-1805

All applicable state and local taxes, shipping and handling charges, and out of pocket expenses shall be indicated on the invoice.

Maintenance renewal fees paid to Quest are non-refundable.

Maintenance Services are as described on [https:// www.quest.com/support](https://www.quest.com/support) and are subject to the terms of the agreement under which the licenses covered by the Maintenance Services were purchased.

All prices are in U.S. dollars.

Remit To: Quest Software Inc.
P.O. Box 731381
Dallas, TX 75373-1381



Quotation/Invoice

Licensee DAVIS JOINT UNIFIED SCHOOL DISTRICT

Attn:

Bob Kehr

Phone # +1(530) 757-5300 x117
bkehr@djusd.net

Date 11/16/2017

Quote # 1-4K3EHW7 **Rev #** 2

Valid From 11/16/2017 **Through** 12/16/2017

Sales Rep Jimmy Kardassilaris

Phone # +1(614) 726-4745 **Fax #** +1(949) 754-1805

Accepted By :

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Authorized Signature

Name:

Title



Terms of Use

Legal Resources ▼

Application and Acceptance of Terms

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Areas of the Site may have different terms of use posted. If there is a conflict between the Terms of Use and terms of use posted for a specific area of the Site, the latter shall have precedence with respect to your use of that area of the Site.

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Indemnification

You agree to indemnify, defend, and hold harmless Quest and its parent companies, affiliates, subsidiaries, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorneys’ fees, brought by a third party arising out of or related in any way to your use of the Site, violation of these Terms of Use, violation of any law or regulation, or violation of any proprietary or privacy right.

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Quest’s Privacy Policy will apply to your use of the Site. The terms of Quest’s Privacy Policy are made a part of these terms; please review Quest’s Privacy Policy and related information about your privacy and Quest’s use of your information by clicking on the Privacy Policy link on this Site. You acknowledge and agree that you are responsible at all times for maintaining



Privacy Statement

Legal Resources ▼

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If you would like to view our Privacy Policy by country, please click [here](#).

This privacy statement governs information we collect from you when you use our products or This Website.

For purposes of this privacy statement, "Business Partners" means subcontractors, vendors or other entities with whom we have ongoing business relationships to provide products, services or information, as well as our distributors and resellers. "Personal Information" means information that can identify you, such as your name, telephone number, address, billing information and email address.

Information We Collect

We may ask you to provide Personal Information when you:

- Use This Website;
- Register our products or for an account on This Website;
- Download a software trial or update;
- Contact us, including for sales or technical support;
- Participate in a marketing/sales promotion or an online survey;
- Subscribe to our newsletters, promotional emails or other materials;
- Request information about our products, quotes, downloads or white papers;
- Apply for credit or financing; or
- Register for a webinar.

Personal Information we request may include your email address, name, home address, billing information and telephone number. We may also collect demographic information, such as your business or company information, age, gender, interests, preferences, and geographic location. Forms that you choose to complete will indicate whether information requested is mandatory or voluntary.

We may collect information about your visits to This Website, including the pages you view, the links and advertisements you click, search terms you enter, and other actions you take in connection with This Website. We may also collect certain information when you visit This Website or third-party websites, such as your Internet Protocol (IP) address, browser type and language, access times, the Uniform Resource Locator (URL) of the website that referred you to our website and to which URL you browse away from our sites if you click on a link on our sites. We may also collect information when you open email messages from us or click on links within those email messages.

We may combine the information we collect as a result of your interactions with us with information obtained through other sources within our affiliated and subsidiary companies for various reasons including to offer you a more consistent and personalized experience in your interactions with us. We may also supplement the information we collect with information obtained from other sources.

How We Use Personal Information

We use your Personal Information to:

- Deliver the products and support or carry out the transactions you have requested;
- Send communications to you, such as your transaction status (for example, order confirmations), information about products and services available from our portfolio and from our affiliated and subsidiary companies, event announcements, important product notices including those announcing changes to our terms or policies, information about particular programs in which you have chosen to participate, promotional offers and surveys;
- Advertise and market our software product lines by delivering targeted advertisements on This Website and other sites,;
- Administer, customize, personalize, analyze and improve our products, services (including the content and advertisements on This Website), technologies, communications and relationship with you;
- Enforce our conditions of sale, website terms and/or separate contracts (if applicable) with you;
- Prevent fraud and other prohibited or illegal activities;

- Protect the security or integrity of This Website, our business, or our products or services; or
- Otherwise, as disclosed to you at the point of collection or as required or permitted by law.

Personal Information collected may be stored and processed in the United States or any other country in which the entities represented by our affiliated and subsidiary companies or Business Partners maintain facilities. We ensure that such storage and processing is subject to appropriate levels of protection to safeguard your Personal Information.

Disclosing Personal Information

We may share Personal Information with our affiliated and subsidiary companies or Business Partners to carry out transactions you request, to make our business more responsive to your needs, to provide you with information about our products and services, or for research and analysis. We may also disclose Personal Information in connection with legal orders from law enforcement or other government bodies; as required by law or regulation; to protect our rights as well as those of our affiliated and subsidiary companies, our customers, the public, or others; to combat fraud or criminal activity; or with your consent.

In addition, we may share Personal Information with Business Partners that help us or our affiliated and subsidiary companies carry out transactions you request, customize, analyze and/or improve our communications or business relationship with you. Such Business Partners may include a payment processor to bill you for services and an email service provider to send out emails on our behalf. These communications may include requests relating to our products or services. We will only share Personal Information with Business Partners who share our commitment to protecting your Personal Information. Except as described above, we will not disclose Personal Information to third parties for their own marketing purposes unless you have provided consent.

We may share information with a purchaser of all or part of the companies or products comprising our portfolio, including our affiliated and subsidiary companies.

We may aggregate or de-identify information so that it does not identify you and share that and other non-Personal Information with third parties for any purpose.

Selecting Your Communications Preferences and Opting Out of Marketing

You may choose to receive or not receive marketing communications from us by indicating your preferences. If you would prefer not to receive future marketing communications, or wish to change or modify information previously provided or delete inaccuracies, please contact us at listmaster@quest.com. Upon receipt of your request, your information will be updated as soon as possible, but no later than ten (10) days after

our receipt of your request. We will respond to all requests for access to your Personal Information within 30 days. We will retain your Personal Information for as long as your account is active or as needed to provide you services and as necessary to comply with our legal, regulatory or compliance obligations. Even if you opt out of receiving marketing communications, we may still communicate with you in connection with servicing your account, fulfilling your request, or administering any promotion or any program in which you may have elected to participate.

Collection and Use of Children's Personal Information

We take children's privacy seriously. We do not knowingly collect Personal Information from children under the age of 13 through This Website. If you are under 13 years of age, please do not submit any Personal Information through This Website without the express consent and participation of a parent or guardian.

Cookies and Web Beacons

How We Use Cookies

This Website uses "cookies" to enable you to sign in to our services and to help personalize your online experience. A cookie is a piece of text that is placed on your computer's hard drive. Depending on the settings you have selected, your browser adds the text to your device as a small file. You can change the browser settings as described below; many browsers are set to accept cookies by default. We use cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to enter the same information repeatedly.

You have the ability to accept or decline cookies. Many web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to sign in or use other interactive features of This Website and services that depend on cookies. The Help portion of your web browser, most likely found on the toolbar, typically tells you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether.

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We also work with advertising and personalization Business Partners that use cookies to help us display personalized content and appropriate advertising during your visits to This Website and other websites. Cookies placed by these Business Partners also assist us with measuring the performance of our advertising campaigns.

For more information regarding the privacy and data collection practices of third parties that use cookies for advertising from This Website, including information on how to opt

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Google & DoubleClick: Information regarding the privacy and data collection practices for DoubleClick (offered by Google) is located at <http://www.google.com/privacy/privacy-policy.html>.

ELOQUA: Information regarding the privacy and data collection practices for Eloqua is located at http://www.eloqua.com/trust/Privacy_Policy.html.

Marketo: Information regarding the privacy and data collection practices for Marketo is located at <http://www.marketo.com/privacy.php>.

Facebook: Information regarding the privacy and data collection practices for Facebook is located at <https://www.facebook.com/policy.php>.

RocketFuel: Information regarding the privacy and data collection practices for RocketFuel is located at <http://rocketfuel.com/privacy-policy>.

Quantcast: Information regarding the privacy and data collection practices for Quantcast is located at <https://www.quantcast.com/how-we-do-it/consumer-choice/privacy-policy>.

Chango: Information regarding the privacy and data collection practices for Chango is located at <http://www.chango.com/privacy/policy/>.

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AppNexus: Information regarding the privacy and data collection practices for AppNexus is located at <http://www.appnexus.com/privacy-policy>.

MediaMath: Information regarding the privacy and data collection practices for MediaMath is located at <http://www.mediamath.com/privacy-policy/>.

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Targeted Email Marketing

Some marketing you receive, including email marketing, may also be personalized based on your visits to This Website and your browsing and purchase history. In addition, when you click on some links in email marketing you receive, our email service provider may place a cookie on your browser. This cookie would be linked to your email address and used to gather information about the products and services you view on This Website. Information gathered may be used to personalize and customize future email marketing messages you receive. You may opt out of this use by clicking on the unsubscribe link provided in every personalized email marketing message you receive sent from or on behalf of us.

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