

CONTRACT NAME: AGREEMENT LEARNING FOR MICROSOFT LOAN PROGRAM AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is to provide 30 Dell Latitude 3189-Windows 10 Pro-Computers, 30 Dell Active Pens and 1 Bretford Charging Cart on a temporary basis at no charge. DJUSD is participating in the for a Proof of Concept pilot program regarding management of classroom computers using Microsoft Intune. The pilot is scheduled to start February 8 and run for six months.

FISCAL IMPACT: There is no cost to participate in this program.

MICROSOFT LOAN PROGRAM - DAVIS JOINT USD - CAS-207615-G7G3V3 LOAN AGREEMENT

In connection with the Loan Program - Davis Joint USD - CAS-207615-G7G3V3 (the "Program"), Microsoft is pleased to loan Davis Joint USD the following Product(s) on a temporary basis, at no charge, solely for the Purpose(s) described below. By accepting the Product(s), you agree to these terms.

Product Type	Product	Quantity	Approximate Retail Value (in US\$) per unit
Device	Dell Latitude 3189 - Windows 10 Pro	30	541.00
Device	Dell Active Pen	30	34.99
Device	Bretford Charging Carts - 36 Device Capacity	1	1849.00

The Loan will start on January 21, 2019 and the expected return of the Loan is June 15, 2019. You acknowledge that the Product(s) are the sole and exclusive property of Microsoft, and you may not sell, trade, rent, lease, loan, give, or otherwise transfer the Product(s) during the loan period. You assume the risk of loss for the Product(s).

It is Microsoft's intent that provision of the Product(s) complies with all applicable laws, regulations and ethics rules of Davis Joint USD. Microsoft provides the Product(s) without seeking promises or favoritism for Microsoft in any bidding arrangements and the delivery imposes no obligation on Davis Joint USD to acquire or use any Microsoft product or service. No exclusivity is expected by either party in consideration of the provision of the Product(s). Provision of the Product(s) by Microsoft will not cause Microsoft to be prohibited from any procurement opportunities or subject to any reporting requirements.

Purpose(s)
<ul style="list-style-type: none"> Evaluate and further learn about the Product(s)

Use Limitations. The Product(s) are provided for your sole use for the above-described Purpose(s) only and subject to the End User License Agreement or other applicable agreements. In the event of any conflict, the Purpose(s) described above controls.

Support. Microsoft has no obligation to provide support services for the Product(s). If the Product is software, or a device that includes software, any such software may: (i) be pre-release software that is not at the level of performance and compatibility of final, commercially available software products; and (ii) may contain functionality that is time sensitive and is designed to stop functioning after a particular date.

Export Restrictions. The Product(s) are subject to United States and other countries' export jurisdiction. Each party must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, Office of Foreign Assets Control sanctions programs, and end-user, end use and destination restrictions by U.S. and other governments. For additional information, see www.microsoft.com/exporting.

Taxes. The amounts and/or other consideration provided by Microsoft under this Agreement are inclusive of any applicable tax (including but not limited to net income or gross receipts taxes, sales, and value added type taxes) and all such taxes shall be the financial responsibility of the Recipient. Recipient agrees to indemnify, defend, and hold Microsoft harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities related to such taxes.

Feedback. You may, at your discretion, provide suggestions, comments, feedback, ideas, or know-how with respect to Microsoft products and services, including the Product(s) ("Feedback"). Any Feedback is voluntary, and Microsoft is not required to post or use any Feedback. If you provide Feedback to Microsoft, you give to Microsoft, without charge or any further obligation to you, the right to use, share and commercialize your Feedback for any and all purposes.

Loan Expiration. The Loan ends on June 15, 2019, or on our request, whichever is later. At the end of the Loan, and upon Microsoft's request and instructions, you will promptly return the Product(s) pursuant to any instructions we provide.

Data on Returned Devices. You must back up and store any data you wish to keep from all Product(s), and remove any personal information before you return the Product(s). We are not responsible for: (a) any loss suffered by you due to data that is not erased from Product(s) including without limitation if such data is transferred to a third party, or (b) any loss of data when or after you return the Product(s) to us.

Disclaimer. Microsoft expressly disclaims all other express, implied, or statutory warranties. This includes the warranties of merchantability, fitness for a particular purpose, title and non-infringement. In no event will either party be liable for any consequential or incidental damages, interruption of business, or loss of profits suffered by the other. The limitations on liability set forth in this Agreement do not apply to liability arising from Microsoft's liability for death or personal injury caused by Microsoft's negligence or fraud.

Entire Agreement. This Agreement is the entire agreement concerning the Products(s) that Microsoft is providing under this Agreement. It supersedes any prior or contemporaneous agreements or communications with respect to such matters.

MICROSOFT CORPORATION

DocuSigned by:
By: Beth Dann
C08F53B5E1E94D1...
Name: Beth Dann
Title: Windows & Device Director
Date: 12/20/2018

DAVIS JOINT USD

DocuSigned by:
By: Bruce Colby
9C772714D2C9454...
Name: Bruce Colby
Title: Chief Business Officer
Date: 12/21/2018