



Boardmaker Online District Quote

Tobii Dynavox LLC
2100 Wharton St Ste 400
Pittsburgh, PA 15203

Phone: 1-800-344-1778
Fax: 1-866-336-2737

Quote Number: Q018004

Expiration Date: 09/30/2020

Sales Consultant: Betsy Walker
Phone: 2143546912
Email: betsy.walker@tobiidynavox.com

Contact Name: Cathy Surprenant
Phone: (859) 282-2553
Email: cathy.surprenant@boone.kyschools.us

Bill To Name: Boone County Schools
Bill To: 8330 US 42
FLORENCE, Kentucky 41042

Ship To Name: Boone County Schools
Ship To: 8330 US 42
FLORENCE, Kentucky 41042

Start Date: 09/19/2020
Initial Term: 12 Months
Renewal Term: 12 Months
Auto Renew: No

Billing Method:
Payment Method:
Payment Term: Net 30
Currency: USD

Amendment	Name	Quantity	Effective Price	Total
Renewed "1 Year Standard"	Boardmaker Online - District	10	179.10	1,791.00
Added "Snap Core First Subscription for BMO District, 1 User, 1 Year"	Snap Core First Subscription for BMO District, 1 User, 1 Year	10	10.00	100.00
			Subtotal:	\$1,891.00
			Discount:	\$0.00
			Tax:	\$0.00
			TOTAL	\$1,891.00

Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.

NOTE: These U.S. and International Terms and Conditions of Sale apply to direct purchases made from Tobii Dynavox AB, Tobii Dynavox LLC and Tobii Dynavox Ltd by phone, the Internet, or fax.

Tobii Dynavox is a business unit within Tobii AB, Tobii Dynavox AB, Tobii Dynavox LLC and Tobii Dynavox Ltd. are Tobii AB subsidiaries who are doing business as Tobii Dynavox. Tobii AB's business unit Tobii Dynavox AB, Tobii Dynavox Ltd. and Tobii Dynavox LLC will hereinafter be referred to as "TOBII DYNAVOX". These terms and conditions ("Agreement") apply to your purchase of products and/or services and support ("Product") sold in the United States and internationally by TOBII DYNAVOX, including its affiliates or subsidiaries. By placing an order of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify TOBII DYNAVOX and return your purchase pursuant to TOBII DYNAVOX's [Return Policy](#).

THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH TOBII DYNAVOX, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER TOBII DYNAVOX TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

Other Documents

This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and TOBII DYNAVOX. If you do not receive an invoice or acknowledgement in the mail, via email, or with your Product, information about your purchase may be obtained by contacting Customer Support for your area at:

- US and Canada: 1-800-344-1778
- Sweden: +46 8 522 950 20
- UK and Ireland: +44 144 307 23 64
- Germany, Switzerland, Austria: +49 69 24 75 034 25
- Norway: +47 55 55 10 60
- China: +86 180 155 855 18
- Any other country: +46 8 522 950 20

Payment Terms, Orders, Quotes and Interest

Terms of payment are within TOBII DYNAVOX's sole discretion, and unless otherwise agreed to by TOBII DYNAVOX, payment must be received by TOBII DYNAVOX prior to TOBII DYNAVOX's acceptance of an order.

By placing an order, you agree to be liable for the payment of the Product and to take delivery of the Product in accordance with these Terms.

Accepted payment methods are payments made by credit card (Visa, MasterCard, in the US and Canada even: American Express) or some other prearranged payment method agreed to by TOBII DYNAVOX (if

existing, shown in the check-out process). Invoices are due within 30 days of the date of invoice. TOBII DYNAVOX may invoice parts of an order separately. Your order is subject to cancellation by TOBII DYNAVOX, at TOBII DYNAVOX's sole discretion.

Unless you and TOBII DYNAVOX have agreed to a different discount, TOBII DYNAVOX's standard pricing policy for TOBII DYNAVOX -branded products, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system.

TOBII DYNAVOX is not responsible for pricing, typographical, or other errors in any offer by TOBII DYNAVOX and reserves the right to cancel any orders resulting from such errors.

When buying a Product that is not available for distribution, in stock or on back order, payment is completed at the time of pre-order. For cancellations, see Cancellation.

You must be at least 18 years old to place an order at this website.

Order Acceptance

By placing an order, you make an offer to us to purchase the Product on the Terms. Once we receive your order, we will provide you with an email order confirmation. Your receipt of an order confirmation does not signify TOBII DYNAVOX's acceptance of your order; we are simply confirming that we received your order. Once we have processed your order and prepared it for shipping, we will send you an email stating that we have accepted your order, which will include the shipment details ("Order Acceptance Email"). Because we want to make sure that we have your Product available, we will not accept your order until we have prepared the Product for shipping. For items that are not in stock, you will receive the Order Acceptance Email when the Product becomes available and has been prepared for shipping. TOBII DYNAVOX may, in its sole discretion, refuse or cancel any order and limit order quantity with a full refund of the amount paid to TOBII DYNAVOX for the portion of the order that is refused or cancelled. We may also require additional information prior to accepting or processing any order. Where payment is subject to validation and/or authorization by a card issuer or bank or to credit validation, any order acceptance is subject to such validation or authorization.

NOTE:

Online orders placed on www.tobiidynavox.com/en-US will only be accepted for billing addresses located in the US and will only be shipped to shipping addresses located in the US.

Online orders placed on www.tobiidynavox.com/en-GB will only be accepted for billing addresses located in the United Kingdom (England, Northern Ireland, Scotland, Wales) and will only be shipped to shipping addresses located in the United Kingdom (England, Northern Ireland, Scotland, Sweden, Wales).

Online orders placed on www.tobiidynavox.com/sv will only be accepted for billing addresses located in Sweden and will only be shipped to shipping addresses located in Sweden.

For orders placed on www.tobiidynavox.com to or from any other country and for ordering products that can not be purchased online on the website, yet: please contact

- TOBII DYNAVOX's customer service or
- your closest reseller or sales rep.

Prices and Sales tax

- US and Canada www.tobiidynavox.com/en-US
Prices on this website are in US Dollar (\$). US taxes are charged to all customers. The prices listed on

this website are exclusive of VAT/taxes and exclusive of shipping costs. Total price will be displayed per order during the check-out process. Purchase from Canada is not possible at that time.

- Sweden www.tobiidynavox.com/sv
Prices on this website are in Swedish Krona (SEK). Swedish VAT (25%) is charged to all customers. All prices listed on this website are inclusive of VAT and exclusive of shipping costs. Total price will be displayed per order in the cart and during the check-out process.
- UK www.tobiidynavox.com/en-GB
Prices on this website are Pound Sterling (£). The prices listed on the product pages or on other pages on this website are exclusive of VAT and shipping costs, but VAT is stated of its own below the net price. Total price will be displayed per order in the cart and during the check-out process.
UK VAT (20%) is charged to all customers unless you provide TOBII DYNAVOX with a valid and correct tax exemption certificate applicable to your purchase of the Product and the Product ship-to location.
- Any other country www.tobiidynavox.com
Prices on this website are in EURO (€). Swedish VAT (25%) is charged to all customers. All prices listed on this website are inclusive of VAT and exclusive of shipping costs on the product page. Total price will be displayed per order in the cart and during the check-out process.

Shipping Charges, Delivery, Taxes, Title and Risk of Loss

- **Shipping and handling** are additional unless otherwise expressly indicated at the time of sale.
- **Loss or damage** that occurs during shipping by a carrier selected by TOBII DYNAVOX is TOBII DYNAVOX's responsibility. You must notify TOBII DYNAVOX within 30 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, incorrect or damaged.
- **Taxes and Custom Costs:** Unless you provide TOBII DYNAVOX with a valid and correct tax exemption certificate applicable to your purchase of the Product and the Product ship-to location, you are responsible for sales, custom and other taxes associated with the order. If you fail to pay customs charges for outside EU deliveries and the delivery is not collected within 14 days at the named place of destination, the delivery will be sent back to TOBII DYNAVOX and you will not be entitled to a full refund in these cases. For any returns to TOBII DYNAVOX due to uncollected Products, TOBII DYNAVOX reserves the right to charge an administrative and reasonable fee to cover additional costs occurred for TOBII DYNAVOX. You will be refunded the exceeding amount on the price you have paid to TOBII DYNAVOX for the Product (excluding shipping related costs, custom costs).
Please note: At the moment you can only buy products on this website, if you are located in the US!
- **Delivery times** and dates specified on this website and/or in order confirmation emails and/or delivery notes are estimates only. TOBII DYNAVOX will work hard to dispatch orders to meet those times and dates but shall not be held liable for failure to do so. For Products available for pre-order, TOBII DYNAVOX provides an estimate for when the Product will start shipping. TOBII DYNAVOX reserves the right to at any time update the shipping date for your order.
- **Delivery Terms** are DAP (Delivered At Place – named place of destination, Incoterms 2010). This means that we do not collect VAT, sales tax, duty, import charges and/or other official charges on orders to countries outside the the US or the European Union (EU), since the risk for the Product passes to you before any customs clearance (if applicable). This also means that TOBII DYNAVOX has delivered the Product to you when the Product is placed at your disposal on the arriving means of transport ready for unloading at the named placed of destination. However, if you are a consumer (a natural person who places an order for purposes which are outside your trade, business, craft or profession), the Product will be at your risk once you have taken physical possession of the Product, i.e. after customs clearance (if applicable).
- **Title** to products passes from TOBII DYNAVOX to Customer on shipment from TOBII DYNAVOX facility.

Changed or Discontinued Product

TOBII DYNAVOX's policy is one of ongoing update and revision. TOBII DYNAVOX may revise and/or discontinue the Product at any time without notice to you and this may affect information saved in your online "cart." TOBII DYNAVOX will ship a Product that has the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing a Product may be new, equivalent-to-new, or reconditioned.

Software

All software is provided subject to a license agreement and you agree that you will be bound by such license agreement in addition to these terms. TOBII DYNAVOX reserves the right to distribute any Software via download from this website or any other services chosen by TOBII DYNAVOX. This may require you to install specific update software.

Please note that when downloading additional software from e.g. Apple App Store (iTunes) or any other TOBII DYNAVOX website, additional terms apply.

Product Functionality

Devices including eye tracking are measurement devices and performance can vary based e.g. on an individual's eye color, facial physiognomy, glasses, contact lenses or on surrounding light conditions. Any specifications of Product functionality, written or otherwise presented, relate to performance over the world population and an individual can experience both higher and lower performance.

All specifications of the Product, including illustrations, drawings, instructions, dimensions, performance data and other information published on this website or otherwise made available by us are intended to give no more than a general illustration of the Product and its features. They do not constitute a warranty or representation by us that the Product will conform to the same.

Service and Support

Service offerings may vary. In addition to these terms and conditions, TOBII DYNAVOX and/or your third-party service provider may provide service and support for selected products. TOBII DYNAVOX has no obligation to provide service or support until TOBII DYNAVOX has received full payment for the Product or service/support contract you have purchased. TOBII DYNAVOX is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not TOBII DYNAVOX.

Important Information: It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). TOBII DYNAVOX and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by TOBII DYNAVOX or your third-party service provider.

TOBII DYNAVOX and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to TOBII DYNAVOX and/or your third-party service provider providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause TOBII DYNAVOX or your third-party service provider to be liable for copyright infringement if such data was copied by TOBII DYNAVOX and/or your third-party service provider. Parts used in repairing or servicing Product(s) may be new, equivalent-to-new or reconditioned.

Warranty

You apply to our Warranty regulations (available [here](#)). Please make read them carefully.

Return and Exchanges

TOBII DYNAVOX's Return Policy can be found [here](#) and you agree to those terms. They even include all legal information about our 30 Day Money Back Guarantee.

Please note:

- Customers within the US & Canada:
Please contact Customer Service at css@tobiidynavox.com or call toll free at 1 800-344-1778 in order to request a CR number.
- Customers in any other country:
Prior to returning or exchanging an item, please fill in our Return Form (available [here](#)) in order to request a Return Material Authorization Number (RMA) to be included with your return and to obtain a shipping label.

You must return the Product to us in its original or equivalent packaging and buy following the instructions provided by TOBII DYNAVOX via email together with your RMA.

We will cover the return shipping costs except for custom costs and any other costs above postage, if you follow all instructions in our "30 Days Money Back Guarantee" and other restrictions as described in our [Return Policy](#). Additional fees may apply.

If you fail to fail to fulfill our Return Policy (available [here](#)) or other policies provided by TOBII DYNAVOX, TOBII DYNAVOX is not responsible for a Product that is lost, damaged, modified or otherwise processed for disposal or resale. At TOBII DYNAVOX's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.

Complaints for defect Products

TOBII DYNAVOX is only responsible for original defects (and not defects that occur due to wear and tear) and requires that a complaint is made to TOBII DYNAVOX immediately after you discovered or should have discovered the defect and in any event not later than 10 days from the delivery.

Prior to returning a Product, a complaint must be made by

- Customers within the USA & Canada:
contacting Tech Support at support.na@tobiidynavox.com or calling toll free at 1 800-344-1778.
- Customers in any other country:
filling in the Return Form (available [here](#)) in order to get a Return Material Authorization Number (RMA), which must be prominently displayed on the outside of the package.

Note: That obtaining an RMA number does not mean that the complaint is approved. Products returned without an RMA number will not be serviced. The Product must be returned to TOBII DYNAVOX with the original receipt and original or equivalent packaging, documentation and any accessories and together with a detailed description of the defect. If any document or information is missing, TOBII DYNAVOX will not collect the Product.

When TOBII DYNAVOX has received the returned Product, and provided that the complaint has been approved, TOBII DYNAVOX will, at its discretion, repair, replace or refund you what you have paid TOBII DYNAVOX for the Product (including original shipping costs except any costs for express delivery). Please note that TOBII DYNAVOX will not reimburse you for any tax, import duty and/or other official charges

associated with importing the Product. Certain countries permit refunds of customs duties paid on products you subsequently return. Please contact your local authority for further information.

If you are a Consumer (a natural person who places an order for purposes which are outside your trade, business, craft or profession), please be informed that it is our responsibility to provide you with a Product that meets your Consumer rights and the above is in addition to and will not limit any rights you may have under applicable mandatory law.

For citizens outside Canada and the USA, please note: The Product must be returned to TOBII DYNAVOX by using the shipping label provided by TOBII DYNAVOX. If the return shipping is not processed by using our return shipping label and the shipping company chosen by us, TOBII DYNAVOX will not collect the Product.

Right of Use

You are allowed to use the Products you buy from this website solely for private, recreational use. The Product is not intended for and you shall not use the Product for any other commercial or personal purposes, such as for example the study of human behavior or other forms of analytical use. The Product is not fault tolerant, and is accordingly not designed or intended for use where failure or fault of any kind could lead to death or serious bodily injury of any person, or to severe physical, environmental or property damage ("High Risk Use"). The Product may only be used in situations that do not involve High Risk Use. High Risk Use includes, for example, aircraft navigation, military and industrial use, control of nuclear, chemical facilities and of other modes of human mass transportation, as well as medical, surgical, or other use intended to support or sustain life.

You may not import or export, directly or indirectly, the Product in violation of any applicable export and import laws or use it for any purpose prohibited by such laws.

You shall not disassemble, decompile, or otherwise attempt to derive source code, techniques, processes, algorithms, know-how or other information or in any other way reverse engineer any parts of the Product by any means or take any other steps in order to derive design information regarding the Product, nor permit, induce or assist any of the foregoing, except to the extent such prohibition cannot be enforced under mandatory applicable law, and in such case subject to that you shall provide TOBII DYNAVOX with detailed information regarding any such activity.

Not for Resale or Export

You agree to comply with all applicable laws and regulations

- of the various states of the US and of the US (for purchases made from <https://www.tobiidynavox.com/en-US>).
- of Sweden (for purchases made from via <https://www.tobiidynavox.com/sv>).
- of the United Kingdom (for purchases made from via <https://www.tobiidynavox.com/en-UK>).
- of the country you are citizen of and Sweden and the European Union (for purchases made from any other country via <https://www.tobiidynavox.com>).

You agree and represent that you are buying for personal use only, and not for resale or export. TOBII DYNAVOX operating companies and resellers comply with TOBII DYNAVOX's sales policy (available here).

We reserve the right to refuse or cancel your order if we have reasonable grounds to believe that the Product is being purchased by you in violation with any laws or these terms of conditions.

Privacy Policy

When using this website, you agree to the terms of TOBII DYNAVOX's Privacy Policy, available [here](#). Customer explicitly agrees and/or has obtained all necessary approvals by all possible pertinent parties (e.g. employees of Customer or its subcontractors) that TOBII DYNAVOX and the companies affiliated worldwide with the Tobii group, including its data service providers and payment service providers, shall be entitled to process and use worldwide the data connected with the web purchase (e.g. name, address, contact details such as email address and phone number, issued orders, and details regarding the rendered services); and in particular to save information on a central client database of the Tobii group, even after the end of the warranty period. This is done to be able to selectively target and answer any possible support questions, questions of warranty and/or other follow up questions by the Customer.

Limitation of Liability

TOBII DYNAVOX DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TOBII DYNAVOX WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, TOBII DYNAVOX IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

Governing Law and Dispute Resolution

The parties agree that this agreement, and any related dispute arising from or relating to this agreement shall be governed by the laws of Sweden without regard to conflicts of law, and any conflict or claim arising from or relating to this Agreement shall be resolved exclusively and finally by binding arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC") located in Stockholm. The arbitration shall be conducted in Stockholm, Sweden, in accordance with the rules of the SCC, and you irrevocably agree to submit to exclusive jurisdiction thereof. The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. If you are a Consumer (a natural person who places an order for purposes which are outside your trade, business, craft or profession), this paragraph shall not limit any rights you may have under applicable mandatory law.

The arbitration will be limited solely to the dispute or controversy between customer and TOBII DYNAVOX. Neither customer nor TOBII DYNAVOX shall be entitled to join or consolidate claims by or against other customers, or arbitrate any claim as a representative or class action or in a private attorney general capacity. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. TOBII DYNAVOX will not be responsible for paying any individual customer arbitration fees. If any customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Otherwise, each party shall pay for its own costs and attorneys' fees, if any.

If you are a Consumer (a natural person who places an order for purposes which are outside your trade, business, craft or profession) within the EU, you have the right to refer a dispute to the Swedish National Board for Consumer Disputes. However, the Board's recommendations are unbinding.

Miscellaneous

Although we strive to keep all information on this website updated at all times, typos do happen. We reserve the right to correct inaccuracies, omissions, typographical errors and errors in specifications, pricing, etc. without prior notification.

TOBII DYNAVOX reserves the right to change prices at any time, and to correct pricing errors that may inadvertently occur. If you have already entered into a purchase agreement at the time of the price change, you are not entitled to a refund. In the event of a pricing error, we will notify you of the error and allow you to either proceed with the transaction at the correct price or cancel your order at no cost to you. If we are unable to contact you, your order will be automatically cancelled.

TOBII DYNAVOX shall in no event be liable for a failure to perform any of its obligations due to any circumstance beyond its immediate control, which impedes, delays, or aggravates any obligation to be fulfilled by Tobii under the Terms, such as changes in laws and regulations or in the interpretation thereof, acts of authorities, war, acts of war, labor disputes, blockades, major accidents, defects in data or tele communications and currency restrictions (including labor dispute in which TOBII DYNAVOX is a party).

If any portion of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Applicability

These Terms apply from and including March 27, 2017 and replace all other terms previously published by Tobii or TOBII DYNAVOX for online purchases of the Products available on this website.

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