

QUOTE CONFIRMATION



DEAR CAMERON TURNER,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MHWH007	8/25/2021	COOPER HS ADOBE SITE	1959440	\$2,834.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Adobe Creative Cloud for Enterprise - All Apps - Enterprise Licensing Subsc Mfg. Part#: 65297227BB04A12 Electronic distribution - NO MEDIA Contract: Kentucky Association of Educational Cooperatives (018-A)	100	5421207	\$28.34	\$2,834.00

PURCHASER BILLING INFO		SUBTOTAL	\$2,834.00
Billing Address: BOONE COUNTY BOARD EDUCATION NETWORK ADMINISTRATOR 8330 US HIGHWAY 42 FLORENCE, KY 41042-9286 Phone: (859) 283-1003 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$2,834.00
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		
Shipping Address: BOONE COUNTY BOARD EDUCATION TECHNOLOGY 8330 US HIGHWAY 42 FLORENCE, KY 41042-9286 Shipping Method: ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Rich McLean

(866) 668-9495

richmcl@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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TERMS AND CONDITIONS**SUBSCRIPTION TERMS OF SERVICE**

Terms of Service

Digital Experience Management is a cloud hosted data analytics solution. By accessing the software through CDW (the "**Service Offering**") you agree to be bound by these terms of this Agreement (as defined below). If you do not agree to this Agreement, you must not access the Service Offering. An individual accepting this Agreement on behalf of an entity represents and warrants having legal authority to bind that entity.

This "**Agreement**" means these Term of Service and the Third Party Terms, and the Support Policy, all of which are incorporated herein by reference.

"**You**" means the entity accepting this Agreement.

"**CDW**", "we," or "us" means CDW Direct, LLC or CDW Government, whichever entity from which You are purchasing the Service Offering.

Capitalized terms used in this Agreement are defined throughout this Agreement and in Section 14.

1. The Service Offering

1.1 Generally. This Agreement governs your access and use of the Service Offering. We may deliver the Service Offering to you with the assistance of our affiliates, licensors and providers. You will comply with all laws, rules and regulations applicable to your use of the Service Offering, and with all terms of this Agreement.

1.2 Access to the Service Offering. You may access and use the Service Offering solely for your own benefit and only in accordance with this Agreement. Setup activities will be required to access the Service Offering. You may monitor and manage your account via the Digital Experience Management Portal. You must keep confidential your Login Credentials. If you set up an authorized account for an organization or add authorized users, you will require that all authorized users of that account (including anyone providing services to you) keep confidential their Login Credentials. You will keep your registration information accurate, complete and current as long as you use the Service Offering. You are responsible for any use that occurs under your Login Credentials, including any activities by you, or your employees, contractors or agents. If you believe an unauthorized user has gained access to your Login Credentials, you will notify us as soon as possible. Neither we nor our affiliates are responsible for any unauthorized access to or use of your account.

1.3 Verifying; Cooperation. We and our licensors have the right to verify your compliance with this Agreement. If we seek to verify that compliance, you will provide information or other materials reasonably requested by us to assist the verification. We and our licensors and providers monitor the overall performance and stability of the infrastructure of the Service Offering. You may not block or interfere with that monitoring. If we reasonably believe a problem with the Service Offering may be attributable to Your Content or your use of the Service Offering, you will cooperate with us to identify and resolve the source of that problem.

1.4 Early Evaluation/Beta Features. We may identify and make available on an early evaluation, technical preview, or beta basis certain features or functionality within the Service Offering. You must use these features or functionality only for evaluation purposes and for the period that we specify. We provide these features and functions "AS-IS," without support and disclaim all express and implied warranties (including warranties of merchantability, fitness for a particular purpose, title and non-infringement). Any early evaluation, technical preview, or beta features or functionality do not constitute an implied commitment to offer to you or anyone these features and functionality as part of the Service Offering on a generally available basis.

1.5 Agent Software. You may download and use the agent software associated with the Service Offering ("Agent Software") on up to the number of systems and system types pursuant to your arranged contract with CDW during the term of this Agreement. Such computers may be physical or virtual systems. Upon termination of this Agreement, you agree to uninstall and remove the Agent Software from all such computers at your own expense and destroy any copies that you have made of such Agent Software. You acknowledge that the Agent Software is an integral part of the Service Offering.

2. Data Protection and Security

2.1 Your Content and Security. You are responsible for protecting the security of Your Content, including any access you might provide to Your Content by your employees, customers or other third parties, and in transit to and from the Service Offering. The Service Offering provides you with certain software and functionality to help you protect Your Content from unauthorized access. You are responsible for providing any necessary notices to your users and obtaining any legally-required consents from your users concerning your use of the Service Offering. You will ensure that your use of the Service Offering complies at all times with your privacy policies and all applicable laws and regulations, including any encryption requirements.

3. Acceptable Use

3.1 General Restrictions. You and those accessing the Service Offering through you may not: (a) resell or sublicense the Service Offering except with written permission from us; (b) reverse engineer, decompile, or disassemble the Software; (c) publish the Software for others to copy or otherwise distribute it to others; or (d) use or access the Service Offering: (i) in a way prohibited by law, regulation, governmental order or decree; (ii) to violate any rights of others; (iii) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service Offering or any other service, device, data, account or network; (iv) to spam or distribute malware; (v) in a way that could harm the Service Offering or impair anyone else's use of it; (vi) in a way intended to work around the Service Offering's technical limitations or usage limits; (vii) to rent, lease or lend the Software; (viii) in any application or situation where failure of the Service Offering could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; (ix) with online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which failure could lead to death, personal injury, or severe physical or environmental damage; or (x) to aid development of products or services that are competitive with the Software. You must ensure that your users comply with the terms of this Agreement, and you agree that if you become aware of any violation by one of your users, you will terminate that user's access immediately. If we have reason to believe that you or your users have breached this Agreement, we or our designated representative may review your use of the Service Offering, including your account, Your Content, and your records, to verify your compliance with this Agreement.

3.2 Content Restrictions. You will take steps to ensure that those accessing the Service Offering do not post content that: (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to anyone; (b) may create a risk of any other loss or damage to any person or property; (c) may constitute or contribute to a crime or tort; (d) contains any information or content that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; or (e) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. Your Content and the Service Offering may be hosted, and you represent and warrant that this does not violate any laws or regulations that might apply. You represent and warrant that Your Content does not and will not violate any third-party rights, including any Intellectual Property Rights, and rights of publicity and privacy. You are solely responsible for complying with any laws or regulations that might apply to Your Content.

3.3 Violations of Acceptable Use. If you become aware that any of Your Content or your user's use of Your Content violates Section 3.1 or 3.2, you will take immediate action to remove the applicable part of Your Content or suspend the end user's access. If you fail to do so, we may ask you to do so. If you fail to comply with our request within twenty-four hours, we may suspend your account or disable access to Your Content until you comply with our request.

4. IP Ownership

4.1 Ownership of Service Offering. We and our licensors own and retain all right, title and interest in and to the Service Offering and any related Software, including all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein. This includes any information that we collect and analyze in connection with the Service Offering, such as usage patterns, user feedback and other information to improve and evolve our software products and services offerings. This also includes information that we anonymize and used for benchmarking purposes with other users or customers to the extent that you are not identified as the source of such data. Your rights to use the Service Offering are limited to those expressly granted in this Agreement. No other rights with respect to the Service Offering, any related Software, or any related Intellectual Property Rights are implied. The Software is protected by copyright and other domestic and international law. The Software is protected by U.S. patents 6,978,265, 7,257,692, 7,865,499 and 8,819,639. Additional patents may be pending in the U.S. and elsewhere.

4.2. Feedback. If you provide any ideas, suggestions or recommendations regarding the Service Offering ("Feedback"), these discussions will not constitute joint development. We and our licensors and providers are free to use and incorporate such Feedback without any payment or other consideration to you, and you hereby assign to us all right, title and interest in any Intellectual Property Rights (except your patents) you may have or obtain in the Feedback.

5. Temporary Suspension

Upon prior written notice to you, we may suspend your use of the Service Offering if we reasonably determine: (a) you or your use of the Service Offering is in breach of this Agreement; (b) you fail to address our request to take action as specified in Section 3.3; (c) your use of the Service Offering poses a security risk to the Service Offering or other users of the Service Offering; (d) suspension is required pursuant to a subpoena, court order, or other request by a law enforcement agency; or (e) we discontinue the Service Offering or replace it with an alternative.

6. Term and Termination

6.1 Term of Agreement. This Agreement will be in effect at all times during which you use the Service Offering in any way unless terminated earlier as permitted under this Agreement.

6.2 Termination for Cause. We may terminate this Agreement effective immediately upon sending you an email notice if: (a) you breach any provision in Sections 3.1 or 3.2; (b) you do not resolve the underlying cause resulting in a suspension of your account

pursuant to Section 5 (other than suspension due to a subpoena, court order, or other request by a law enforcement agency) within 10 days after your account is suspended; or (c) you commit a material breach that is not cured within thirty (30) days after written notice from us.

6.3 Termination for Insolvency. We may terminate this Agreement effective immediately upon sending you an email notice if you: (a) terminate or suspend your business; (b) become insolvent, admit in writing your inability to pay your debts as they are due, make an assignment for the benefit of creditors; or (c) become subject to control of a trustee, receiver or similar authority or any bankruptcy or insolvency proceeding.

6.4 Termination Upon Infringement Claim. If the Service Offering becomes, or in our opinion is likely to become, the subject of an Infringement Claim, we will at our option and expense either: (a) procure the rights necessary for you to keep using the Service Offering; (b) modify or replace the Service Offering to make it non-infringing; or (c) terminate this Agreement.

6.5 Effect of Termination. Upon the termination of this Agreement for any reason: (a) all rights granted to you under this Agreement, including your ability to access the Service Offering, will immediately terminate; and (b) you must promptly discontinue all use of the Service Offering and delete or destroy any of our Confidential Information. We will retain Your Content for a period of 30 days following the effective date of the termination, although you will cease to have access to the Service Offering or Your Content during this period. After the 30 days, Your Content will be deleted, however we may retain and continue to use data we collect that has been anonymized pursuant to Section 4. Sections 1.6 (Open Source Software), 3 (Acceptable Use), 4 (IP Ownership), 6 (Term and Termination), 8 (Disclaimer), 9 (Indemnification by Customer), 10 (Limitation of Liability), 11 (Confidential Information), 12 (General), 13 (Definitions), and the Third Party Terms, will survive the termination of this Agreement.

7. Support and Subscription Services

When applicable, and subject to the terms of this Agreement, we will provide to you support for the Service Offering in accordance with the terms specified in your Statement of Work with CDW.

8. Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SERVICE OFFERING OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THIS AGREEMENT. WE AND OUR LICENSORS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS, OR THAT THE SERVICE OFFERING WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

9. Indemnification by Customer

You will defend and indemnify us against any third party claim arising from or relating to: (a) Your Content; (b) any infringement or misappropriation of any Intellectual Property Rights by you, your end users or your suppliers; (c) violation of law by you; (d) your use of the Service Offering (including any activities under your account and any use by your employees, personnel or end users) in violation of this Agreement, or (e) your use of any Third Party Content. We will (a) provide you with notice of the claim within a reasonable period of time after learning of the claim; and (b) reasonably cooperate in response to your requests for assistance. You may not settle or compromise any indemnified claim without our prior written consent.

10. Limitation of Liability

10.1 Generally. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERING, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. IN ADDITION, OUR AND OUR LICENSORS' AND SERVICE PROVIDERS' LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE GREATER OF: (A) THE AGGREGATE FEES PAID OR PAYABLE TO US FOR YOUR ACCESS TO AND USE OF THE SERVICE OFFERING IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM, OR (B) \$5,000 USD (OR THE EQUIVALENT IN LOCAL CURRENCY). REGARDLESS OF WHETHER WE OR OUR LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.2 Further Limitations. Our licensors and service providers will have no liability of any kind under this Agreement. You may not bring a claim under this Agreement more than eighteen (18) months after the cause of action arises.

11. Confidential Information

11.1 Protection. You may use our Confidential Information solely to exercise your rights and perform your obligations under this Agreement or as otherwise permitted under this Agreement. You will disclose our Confidential Information only to your employees, service providers or contractors who have a need to know the Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than your duty hereunder. You will use reasonable care to protect the confidentiality of our Confidential Information.

11.2 Exceptions. Your obligations under Section 11.1 with respect to any Confidential Information will not apply if you can show by written records that the information: (a) was already known to you at the time of disclosure by us; (b) was disclosed to you by a third party who had the right to make the disclosure without any confidentiality restrictions; (c) is, or through no fault of yours has become, generally available to the public; or (d) was independently developed by you without access to, or use of, our Confidential Information. You may disclose Confidential Information to the extent the disclosure is required by law or regulation. You will provide us notice, when practicable, and will take reasonable steps to contest and limit the scope of any required disclosure.

12. General

12.1 Assignment. This Agreement may not be assigned or transferred, in whole or in part, by operation of law or otherwise, without our prior written consent. Any attempted assignment or transfer without that consent will be void. Subject to these limits, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

12.2 Notices. Any notice delivered by us to you under this Agreement will be delivered by email to the email address associated with your account or by posting on either the Digital Experience Management Portal, except as otherwise set forth in this Agreement. Please direct legal notices or other correspondence to CDW, 200 Milwaukee Ave., Vernon Hills, IL 60061, Attention: General Counsel.

12.3 Entire Agreement. This Agreement, as may be revised by us, is the entire agreement of the parties regarding its subject matter. This Agreement supersedes all prior or contemporaneous communications, understandings and agreements, whether written or oral, between the parties regarding its subject matter.

12.4 Modifications. We may change periodically the Service Offering, the terms of your access to the Service Offering, or this Agreement (including the Third Party Terms, or the Support Policy). We will notify you of any material change to this Agreement. The modified Agreement will become effective as of the date stated in that notification. If we make a material change to the Service Offering (other than the termination or modification of any technical preview, beta feature or functionality) or this Agreement, then you may terminate this Agreement within 30 days of the change to the Service Offering or within 30 days of the notification. In that event, the termination will be effective as of the date we receive your notification, unless you state an effective date in your notification that is within 45 days after we receive your notification. Your continued use of the Service Offering after the effective date of any modification to this Agreement will be deemed acceptance of the modified terms, as applicable.

12.5 Waiver. The waiver of a breach of any provision of this Agreement will not constitute a waiver of any other provision or any later breach.

12.6 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in force.

12.7 Compliance with Laws; Export Control. Each party will comply with all laws applicable to the actions contemplated by this Agreement. You acknowledge that the Service Offering is of United States origin, is subject to the U.S. Export Administration Regulations (including "deemed export" and "deemed re-export" regulations), and may be subject to the export control laws of the applicable territory. You represent and warrant that (a) you are not, and are not acting on behalf of, (1) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; (b) you will not permit the Service Offering to be used for any purposes prohibited by law, nor for any prohibited development or for the design, manufacture or production of missiles or nuclear, chemical or biological weapons; (c) Your Content will not be classified or listed on the United States Munitions list, contain defense articles, defense services or contain ITAR-related data; (d) Your Content will not require an export license and is not restricted from export to CDW, its licensors, or their respective global resource or personnel under applicable export control laws; and (e) you are not subject, either directly or indirectly, to any order issued by any agency of the United States government, revoking or denying, in whole or in part, your United States export privileges. You will notify CDW immediately if you become subject to any such order. USE OR FACILITATION OF THE SERVICE OFFERING IN CONNECTION WITH ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO, THE DESIGN, DEVELOPMENT, FABRICATION, TRAINING, OR TESTING OF CHEMICAL, BIOLOGICAL, OR NUCLEAR MATERIALS, OR MISSILES, DRONES, OR SPACE LAUNCH VEHICLES CAPABLE OF DELIVERING WEAPONS OF MASS DESTRUCTION IS PROHIBITED.

12.8 Government Regulations. For purposes of sales to government entities in the U.S.: The Service Offering and its documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Paragraph 12.212(b), as applicable. Any use, modification,

reproduction, release, performing, displaying or disclosing of the Service Offering and documentation by or on behalf of the U.S. Government will be governed solely by the terms and conditions of this Agreement.

12.9 Force Majeure. We will not be liable for any delay or failure to perform any obligations under this Agreement due to any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war.

12.10 Construction. The headings of sections of this Agreement are for convenience and are not for use in interpreting this Agreement. As used in this Agreement, the word 'including' means "including but not limited to" and the word "or" is not intended to indicate exclusivity.

12.11 Governing Law. This Agreement is governed by the laws of the State of Illinois, United States of America (excluding its conflict of law rules). The United Nations Convention for the International Sale of Goods does not apply.

12.12 Third Party Rights. Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it, and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

12.13 Purchase Orders. You understand and agree that any terms or conditions on any purchase order or similar document in any way different from or in addition to the terms and conditions of this Agreement will have no effect whatsoever and we hereby reject all such terms and conditions.

13. Definitions

13.1 "Confidential Information" means non-public technical, business or other information or materials disclosed or otherwise made available by us that are in tangible form and labeled "confidential" or the like. Our Confidential Information includes: (1) Login Credentials; (2) any information or materials relating to the Service Offering; and (3) our software.

13.2 "Infringement Claim" means any third party claim that the Service Offering or Software infringes any Intellectual Property Right of that third party.

13.3 "Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, and moral rights, whether registered or unregistered. **13.4 "Login Credentials"** mean any passwords, authentication keys or security credentials that enable your access to and management of the Service Offering.

13.5 "Digital Experience Management Portal" means the Service Offering portal available as part of the Service Offering.

13.6 "Software" means the software programs provided under this Agreement.

13.7 "Support Policy" means the then-current version of CDW's Service Offering Support Policy.

13.8 "Third Party Content" means third party data, service, content, software or applications, including open source software.

13.9 "Third Party Terms" means the then-current version of the third party license terms applicable to the Service Offering.

13.10 "Your Content" means any and all applications, files, information, data or other content uploaded to or published or displayed through the Service Offering by you, your users, or us (acting upon your instructions as part of a service including through the Agent Software).