



March 7, 2019

Rockwood Elementary School
1000 Rockwood Avenue
Calexico, CA 92231
Atten: Superintendent Carlos R. Gonzales

Re: Donation of Products

Dear Superintendent Gonzales,

Apple is pleased to donate the products described in this letter ("Letter") to Rockwood Elementary School ("Recipient"), subject to the following terms and conditions:

Description of Products: Beats products as determined by Apple and as indicated in the applicable tax substantiation form.

No-Warranty: All products and services donated to Recipient pursuant to this Letter are provided "as is" and without warranty or support from Apple. Nothing in this Letter shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any products or services. Apple makes no warranties, either express or implied, with respect to the products or services, and to the maximum extent provided by law, Apple hereby disclaims such warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Use of Products: All products donated to Recipient pursuant to this Letter shall be solely for Recipient's end use and for no other party and not for resale.

Limitation of Liability: To the greatest extent permitted by applicable law, in no event whether as a result of breach of contract, warranty, tort (including negligence), misrepresentation, strict liability, statute or otherwise, shall Apple be liable for any and all claims of any kind arising out of or in connection with this Letter or its donation, or for any loss of profit or any special, consequential, incidental, indirect losses (including loss of data, interruption in use, unavailability of data, unavailability or interruption in availability of the products, or other economic advantage) or for punitive or exemplary damages. The parties agree that the terms of this Letter, including those concerning warranties and limitation of liability, represent a fair allocation of risk between the parties without which they would not have entered into this Letter. The remedies set forth in this Letter will be Recipient's sole and exclusive remedies for any claim made against Apple.

Publicity: Recipient shall not use Apple's name, logo, trademarks or service marks in any advertising, communications or publications without Apple's prior written consent. Recipient shall submit any communications about Apple's donation to Apple for review and written approval before releasing the communication publicly. Unless Recipient has obtained Apple's prior written consent, Recipient shall not quote Apple representatives in its communications.

Tax Substantiation: Recipient shall provide Apple with a properly executed tax substantiation form and any other requested documentation regarding the donation.

Paragraph headings in this Letter are for reference only and will not affect the meaning or interpretation of this Letter. Recipient represents that the person executing this Letter has the authority to contractually bind Recipient to the terms and conditions of this Letter.

Please do not hesitate to contact Erin Shallenberg at 512-526-0880 for any questions or additional information.

Acknowledged and Agreed:

Sincerely,

Recipient

Apple

Date: _____

Date: _____