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Quote # 00687915.0

This Quote is valid until June 30, 2022 (unless executed)

Order Date: March 15, 2022	**BMC Software, Inc.**	**Web:** www.bmc.com
Customer: Alvord Unified School District	2103 CityWest Blvd.	**Contact:** Mandy Pelletier
	Houston, TX 77042	**Email:** mandy_pelletier@bmc.com
	Attn: Order Services	

Table 1.1: Perpetual Product Table: *(**See Attachment B, Renewed Asset Details Attachment)*
Territory: USA

Products (Serial Number)	Support Plan	Term	Licensed Capacity		Fees			
			Unit of Measure	Number of Units	Unit Cost (in USD)	Support Unit Cost (in USD)	Per Product License Fee (in USD)	Per Product Support Fee (in USD)
Track-It - Renewal (BCM1256696)	BMC Continuous Support	**	per node	1				$99.50
Track-It - Renewal (TI0003262)	BMC Continuous Support	**	per named user	1				$2,907.42

Total Support Fee (in USD): $3,006.92
Total Perpetual Support Fees exclusive of applicable taxes (in USD): $3,006.92

1.   SCOPE. This Quote #: 00687915.0 is an offer to provide Customer the ability to purchase the BMC offerings referenced in the table(s) above ("**BMC Offering(s)**"), subject to the terms and conditions of this Quote, and acceptance is expressly limited to the terms and conditions of this Quote. Upon execution by Customer, this Quote becomes an "**Order**" under the Agreement. BMC's provision of such BMC Offerings is governed by the applicable agreement(s) as referenced in the BMC Offerings section in this Order (for purposes of each BMC Offering under this Order, the "**Agreement**"). Capitalized terms are defined in this Order or its Attachments, or in the Agreement.

2.   ORDER TERM. The term of the Order is specified in the table(s) above or the term otherwise specified on the Renewed Asset Details Attachment, Attachment B (the "**Term**"). For the avoidance of doubt, the Term may be different for each BMC Offering on this Order.

3.   TOTAL FEES. The total fee for BMC's provision of Support during the Term included in this Order is $3,006.92 (the "**Fee**"). BMC will invoice and Customer agrees to pay such Fee, plus applicable taxes.

4.   BMC OFFERINGS. The BMC Offerings ordered are set forth in the table(s) above and are further described below.

4.1.   Perpetual Support listed in Table 1.1. BMC's provision of Support under this Order is governed by the agreement provided at http://media.cms.bmc.com/documents/end_user_license_agreement.pdf. Customer hereby enrolls all Licensed Capacity of the Products in BMC's maintenance, enhancement and support plan indicated above and further described at http://www.bmc.com/support/review-policies ("**Support**") during the Term. Customer may not terminate or cancel Support during the Term.

5.   USAGE REPORTS. If requested by BMC, and not more than once a year, Customer agrees to deliver to BMC, within 30 days of such request, as specified by BMC either (a) periodic Product usage reports generated from specific Products or (b) written periodic Product usage reports, to be provided solely when the Product does not generate reports. If Customer is found to have exceeded its Licensed Capacity for a Product based on such reports, then Customer agrees to pay the applicable fees for the additional capacity upon receipt of an invoice from BMC.

6.   DATA PROTECTION. Customer will not provide BMC with the personal data of European Union residents as part of the BMC Offerings under this Order. If Customer does provide such personal data to BMC, BMC will process such personal data in accordance with the terms at https://www.bmc.com/content/dam/bmc/corporate/bmcdpa.pdf, unless the parties have a signed Data Processing Agreement in place.

7.   MISCELLANEOUS. The BMC Offerings are accepted on the date BMC delivers the BMC Offerings to the Customer either physically or by providing access codes for electronic download, whichever occurs first, however, such acceptance will not affect the performance warranty provided in the Agreement. The BMC Offerings may contain hyperlinks to websites controlled by parties other than BMC. BMC is not responsible for and does not endorse the content or accept any responsibility for Customer's use of these websites. Customer should refer to the policies posted by other websites regarding data privacy and other topics before using

them. In the event of any inconsistency or conflict between this Order and the Agreement, this Order will control. Any additional or conflicting terms of Customer's purchase order are rejected by BMC. During the Term, BMC will not materially degrade the terms located at any link provided in this Order or the Agreement. Neither party may terminate this Order for its convenience.

8. **ENTIRE AGREEMENT AND MODIFICATIONS**. The parties acknowledge they have read this Order and agree that it is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Order. This Order may not be modified or rescinded except in writing signed by both parties. Customer authorizes BMC to issue the appropriate invoice upon BMC's receipt of either the executed Quote or a purchase order referencing the Quote and will pay the invoice without the issuance of any other document.

ATTACHMENTS INCORPORATED INTO ORDER

Attachment A – Additional Terms
Attachment B – Renewed Asset Details

CUSTOMER INFORMATION

Alvord Unified School District
10365 Keller Ave
Riverside, CA 92505 USA
David Ma
david.ma@alvordschools.org

BILL TO INFORMATION

Alvord Unified School District
10365 Keller Ave
Riverside, CA 92505 USA
David Ma
david.ma@alvordschools.org

SECURITY AND DATA PROTECTION NOTIFICATION

Customer has assigned the following contact for receipt of security and/or data protection notification from BMC. If no contact has been assigned, BMC will notify the email address recorded in "Customer Information" above.

Generic E-mail Address (ex: privacy@company.com):	

RENEWAL CONTACT INFORMATION

Customer has assigned the following contact for activation or operational issues that may arise.	
Renewal Contact Name:	
Renewal Contact E-mail:	

To accept this offer and complete a purchase: Sign and submit this document to BMC Software, Inc., OR submit an executed purchase order, to BMC Software, Inc. referencing Quote #: 00687915.0, with this Quote attached. The party executing below warrants and represents that a duly authorized representative of such party has executed this Order and this Order constitutes the legal, valid and binding obligation of such party. Where a party has executed this Order using an electronic or digital signature, such party warrants and represents that the signature is legally binding and satisfies all legal requirements.

(Customer) Alvord Unified School District

By: _____

Name: _____

Title: _____

Date: _____

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ATTACHMENT A
Additional Terms

A.   GENERAL DEFINITIONS: The following definitions apply to the Order and this Attachment A.

"**Computer**" or "**Server**" has the meaning generally given within the computer industry, which is a single machine, whether a central processing unit, such as a mainframe machine, or a distributed systems machine, such as a Unix or Intel based server. A mainframe machine would be an individual mainframe computer having single or multiple processors or engines. For purposes of distributed systems machines a Computer or Server may be physical or virtual.

"**Documentation**" means the technical publications relating to the software, such as release notes, license entitlement descriptions, reference, user, installation, systems administrator and technical guidelines, included with the Product.

"**Enterprise**" is the environment consisting of all hardware owned or leased by a Customer, or by a Client respectively, in the Territory.

"**Licensed Capacity**" is the amount of each Product licensed as established in the Order. For licenses based on the power of a computer, Customer agrees to use BMC's then current computer classification scheme, which will be provided upon request.

B.   UNITS OF MEASURE. The following units of measure apply to certain Products.

UNIT OF MEASURE	UNIT OF MEASURE DEFINITION
per instance	A license is required for all named occurrences of the Product created or installed in the Enterprise.
per named user	A license (with a Classification at the appropriate Level, if applicable) is required for each individual employee or contractor or client of Customer. When user-based interaction is required, a license is required for all individuals for whom access has been granted to the Product on a computer or multiple computers typically via the issuance of a unique ID regardless of whether the individual is actively using the Product at any given time.
per node	A license is required for every Node which the Product manages and/or monitors. "**Node**" means a laptop, desktop, mobile device, or any virtual or physical Computer that provides a service for other Computers or users connected to it via the Internet, extranet, intranet, or other networked technologies.

ATTACHMENT B
Renewed Asset Details

The table(s) below set forth in further detail the renewed assets in this Order.

Renewed Asset Details for Perpetual Licenses listed in Table 1.1

Asset Number (Serial #)	SCID	Product Number	Asset Name	Number of Units	Term	Install Address
3391288 (BCM1256696)	539910	LPQ1Y.0.0.00	Client Management for Track-It!	1	1-JUL-2022 to 30-JUN-2023	10365 Keller Ave Riverside CA 92505-1349 USA
2413519 (BCM1256696)	539910	LAQ2Y.0.0.00	Client Management - Inventory for Track-It!	50	1-JUL-2022 to 30-JUN-2023	10365 Keller Ave Riverside CA 92505-1349 USA
2413522 (TI0003262)	539910	LPTWX.0.0.00	Track-It! Base Package (1 Named Tech + 50 Inventory + 50 Ent SS)	1	1-JUL-2022 to 30-JUN-2023	10365 Keller Ave Riverside CA 92505-1349 USA
2413520 (TI0003262)	539910	LAFBD.0.0.00	Track-It! Named Technician	14	1-JUL-2022 to 30-JUN-2023	10365 Keller Ave Riverside CA 92505-1349 USA
3298088 (TI0003262)	539910	LAFBD.0.0.00	Track-It! Named Technician with 50 Self Service Users	2	1-JUL-2022 to 30-JUN-2023	10365 Keller Ave Riverside CA 92505-1349 USA
2413521 (TI0003262)	539910	LAFBG.0.0.00	Track-It! Self Service Users	50	1-JUL-2022 to 30-JUN-2023	10365 Keller Ave Riverside CA 92505-1349 USA
3298087 (TI0003262)	539910	LAFBH.0.0.00	Track-It! Web Survey - Enterprise	1	1-JUL-2022 to 30-JUN-2023	10365 Keller Ave Riverside CA 92505-1349 USA