



Kajeet Master Services Agreement

Customer	Kajeet Inc.
Legal Name: Silver Valley Unified School District, a California school district (" Customer ")	Kajeet Inc., a Delaware corporation (" Kajeet ")
Customer Address (For Official Notices)	Kajeet Address (For Official Notices)
Silver Valley Unified School District 35320 Dagget-Yermo Road, Yermo, CA 92398 Attn: Email:	Kajeet Inc. 7901 Jones Branch Drive, Suite 350 McLean, VA 22102 Attn: Guy Abramovitz, CFO Email: Gabramovitz@kajeet.com
CUSTOMER Contact	Kajeet Contact
Name: Title: Telephone: Email:	Name: Karen Beshak Title: Regional Sales Manager Telephone: 916-221-8124 Email: kbeshak@kajeet.com

This agreement consists of this Cover Page, the attached Terms and Conditions, Exhibit A, optional Addendums, and Ordering Documents (collectively, the "**Agreement**"). Kajeet and Customer collectively shall be referred to herein as the "**Parties**" and each individually as a "**Party**." Each of the Parties represents that it is in good standing, and it has the power to enter and perform this Agreement.

This Agreement is effective as of [Effective Date] ("**Effective Date**") and includes the following Addendums, if selected below and initialed by Customer:

- | | |
|--|--------------------------|
| <input checked="" type="checkbox"/> SmartBus Installation Addendum | Customer Initials: _____ |
| <input type="checkbox"/> Kajeet-Owned Equipment Addendum | Customer Initials: _____ |
| <input type="checkbox"/> SmartSpot Protection Addendum | Customer Initials: _____ |

EACH PARTY'S SIGNATURE BELOW ACKNOWLEDGES THAT SUCH PARTY HAS READ AND UNDERSTANDS EACH OF THE PROVISIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

<p>SILVER VALLEY UNIFIED SCHOOL DISTRICT</p> <p>By: _____ (Authorized Signature)</p> <p>Name:</p> <p>Title:</p> <p>Date: _____</p>	<p>KAJEET INC.</p> <p>By: _____ (Authorized Signature)</p> <p>Name:</p> <p>Title:</p> <p>Date: _____</p>
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**Kajeet Master Services Agreement
Standard Terms and Conditions**

- 1. Framework Agreement.** This is a framework agreement that governs various transactions including: the resale of hardware devices manufactured by third parties (“**Devices**”), access and use of Kajeet’s proprietary Sentinel® product (“**Sentinel**”), access to data over various wireless carrier networks (“**Cellular Access**”) supported by Kajeet (“**Supported Carriers**”), and the provision of forward and reverse logistics support for Devices (“**Fulfillment**”), together with Sentinel, Cellular Access, and other additional services included in an Addendum, collectively, the “**Services**”), all as documented by various types of ordering agreements, including purchase orders, statements of work, executed quotes, task orders, etc. (each an “**Ordering Document**”). The specifications (“**Specifications**”) for the Services and Devices are set forth in Exhibit A (Plan Descriptions), applicable Addendum, and in Ordering Documents. The Specifications and Addendum may contain additional contractual terms and specific limitations on use of the Services. In the event that Customer issues an Ordering Document (or other communications of any kind that is not mutually executed), any additions or variations made to the terms and conditions of this Agreement (including terms and conditions contained within or referenced by Customer’s purchase orders) are void and have no effect and this Agreement governs. All purchase orders or other Ordering Documents that are not mutually executed shall be considered binding upon Customer when submitted and binding upon Kajeet upon Kajeet’s written acceptance and/or by invoicing Customer against such Ordering Document.
- 2. Optional Services.** This Agreement may contain optional Services described in an Addendum to this Agreement as indicated on the Cover Page and initialed by Customer. If so indicated, the applicable Addendum shall be included as a part of this Agreement.
- 3. Term** This Agreement shall commence as of the Effective Date, and unless earlier terminated as provided herein, shall continue for a period that ends six (6) months following the expiration or termination of the last existing Service Term (the “**Term**”). The term for the specific recurring Services (each a “**Service Term**”) is set forth in each Ordering Document . The Service Term shall automatically renew for a period of time equal to the initial Service Term set forth in the Ordering Document unless the Ordering Document specifies otherwise or unless either Party notifies the other of its intent not to renew at least thirty (30) days prior to end of the then-current Service Term.
- 4. Sentinel License Grant.** The intellectual property rights underlying the Devices resold by Kajeet, Services, and documentation (“**Documentation**”) are owned by, and shall remain the sole property of Kajeet and its suppliers including, without limitation, any derivative works thereto. Kajeet grants Customer and persons authorized by Customer to use the Services (“**Subscribers**”), in consideration for Customer’s payment obligations, a limited, nontransferable, and nonexclusive right to access and use the Services strictly during the Service Term and in accordance with the Specifications consistent with the provisions of this Agreement and Ordering Documents for Customer’s, and its Subscribers’, internal usage only. No license is granted to access, copy, or use the software that supports the Services, except in connection with the Services. Kajeet will not be responsible for implementation delays or Services degradations that are not within its control including, without limitation, implementation delays or Services degradations caused by Customer, its Subscribers, third-party service providers, or any interconnecting communications carrier.
- 5. Limitations on Use.** Without express written authorization from Kajeet, Customer or any Subscriber shall not: (i) use, copy, duplicate or reproduce all or any portion of the Services (including the Documentation) for any purpose other than as specified in this Agreement and Ordering Documents; (ii) decompile, disassemble, re-program, analyze, reverse engineer any of the Services or otherwise attempt to reconstruct, identify or discover any underlying ideas, underlying user interface techniques or algorithms, or source code, or disclose any of the foregoing (except to the extent such restriction is prohibited by law); (iii) except as expressly authorized herein, sell, rent, lease, license, sublicense or in any way redistribute any or all of the Services; (iv) use the Services to create a service bureau, timesharing arrangement, or application service provider; (v) modify, adapt, translate, prepare derivative works of all or any portion of the Services or attempt to do so; (vi) remove, obscure or alter Kajeet’s or its suppliers’ product identification, copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Services, Documentation or Devices; (vii) permit the Services or Documentation to be used, examined, reviewed or inspected by others, other than by Customer’s employees, Subscribers, auditors or governmental agencies as required by law; (viii) unless required by law, disclose the results of any benchmark or evaluation of the Device or Services to any third party (whether or not obtained with Kajeet’s assistance) without Kajeet’s prior express written consent; (ix) use the Services, Documentation or any information contained therein or otherwise provided by Kajeet or its licensors for the purposes of developing, or having developed, any products or services competitive with the Services; (x) incorporate, link, or distribute Sentinel with any code or software licensed under the GNU General Public License (“**GPL**”), Lesser General Public License (“**LGPL**”), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause Sentinel (or any modifications thereto) to become subject to the terms of the GPL, LGPL, Mozilla or such other open source license. Customer and its Subscriber s shall not authorize, or acquiesce in, any other person engaging in any of the foregoing activities, or attempting to do so.
- 6. Payment Terms** Payments by Customer under this Agreement are due as stated in each Ordering Document or, if the Ordering Document does not state when particular payments are due, then 30 days following Customer’s receipt of an invoice. All sales of Purchased Devices and Services are final, nonrefundable, and cannot be returned, except as set forth herein. If Customer fails to make any payment when due, Kajeet will have the right, without prejudice to any other remedies it may have, to (i) charge an additional fee equal to one-and-one-half percent (1.5%), or the maximum allowable per state law, of the overdue amount for each full or partial month that the amount remains unpaid; and/or (ii) recover reasonable attorney’s fees and costs incurred by Kajeet in collecting all unpaid amounts; and/or (iii) terminate this Agreement.
- 7. Warranties.**

 - 7.1 Services Warranty—the Network Guarantee.** Kajeet warrants that: (i) during the first thirty (30) days following Customer’s receipt of a shipment of Devices, Customer may request, and Kajeet shall, at its option, replace each Device with a Similar Device and/or change the Cellular Access to another Supported Carrier, for up to the entire quantity of Devices within that shipment, if the requested Devices are experiencing Poor Network Coverage; and (ii) after the first thirty (30) day period but during the Service Term, Customer may request, and Kajeet shall, at its option, replace each Device with a Similar Device and/or change the Cellular Access to another Supported Carrier, for up to 10% of Customer’s deployed Devices each calendar year if the requested Devices are experiencing Poor Network Coverage. “**Poor Network Coverage**” means that the applicable Device demonstrates, more than 50% of the time, measured over a 5 day period or more, no service or one bar of coverage from the Supported Carrier. “**Similar Device**” means a new or refurbished Device that is, at the time of the replacement, currently sold by Kajeet and has the same or better Specifications as the Device being replaced. In the event that an upgrade to a higher-tier Device is required, Kajeet will apply a full credit of the original price paid toward the upgrade provided that Customer pays the difference in price. Only Devices that demonstrate Poor Network Coverage will be replaced and/or moved to another Supported Carrier. Use of multiple Supported Carriers does not adversely affect the ability to manage and administer of all Devices using Sentinel.
 - 7.2 Other Services Warranty.** During the Service Term for the Services, and Fulfillment will be provided in accordance with the Specifications. For all Services set forth in Addendums, the warranties, if any, shall be as set forth in the applicable Addendum.

- 7.3 SIM Card Warranty.** Kajeet warrants that all SIM cards will conform to the SIM card Specifications set forth in the appropriate Ordering Document and shall be free from material defects for a period of one (1) year from the activation date of the SIM card (the “**SIM Card Warranty Period**”). Kajeet shall ship to Customer a replacement SIM card for each defective card within 2 business days following notification of defect within the SIM Card Warranty Period. While Kajeet normally does not require the return of a defective SIM card, Kajeet reserves the right to request the return of the defective SIM card, at Kajeet’s expense.
- 7.4 Device Warranties.** Kajeet shall pass through to Customer the warranties provided by the manufacturers of the Devices that Kajeet resells to Customer. Customer shall address all warranty issues directly through Kajeet.
- 7.5 RMA Process.** Prior to returning any Device to Kajeet for repairs, replacement, or under the Network Guarantee, Customer must obtain a Return Merchandise Authorization number (“**RMA#**”) at support.kajeet.com, or calling or emailing the Kajeet Support Team. All Network Guarantee warranty requests must include Device information and performance metrics demonstrating Poor Network Coverage. In addition to providing an RMA#, Kajeet shall provide the ship-to address for the returned Device. Devices shipped to Kajeet without an RMA# will be returned to Customer at Customer’s expense. Customer agrees to pay all shipping and freight charges, FOB Kajeet’s offices, for all Devices sent to Kajeet. After repairing or replacing the Device, Kajeet shall pay all shipping and freight charges, FOB Kajeet’s offices, to return the Devices back to Customer unless (i) Customer has sent a Device to Kajeet that is out of warranty; or (ii) the Device is in working condition and not in need of repair; or (iii) the Device was sent without an RMA#, in which case Customer agrees to reimburse Kajeet for all shipping and freight charges. Customer acknowledges that it is solely responsible for backing-up and safeguarding any data stored on the Device at all times including before shipment to Kajeet.
- 7.6 Extended Warranties.** Kajeet may, from time-to-time, make extended warranties offered by manufacturers available to Customer (“**Kajeet Extended Warranty**”). If an extended warranty is offered to Customer and Customer is willing to enter into the Kajeet Extended Warranty and pays for same then the price for the extended warranty shall be reflected on the applicable Ordering Document and the terms and conditions of the extended warranty shall be included in the Ordering Document or otherwise made available to Customer.
- 7.7 DISCLAIMER OF WARRANTY FOR CELLULAR ACCESS.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF CELLULAR ACCESS IS AT CUSTOMER’S AND ITS SUBSCRIBERS’ SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CELLULAR ACCESS IS PROVIDED “AS IS” AND “AS AVAILABLE” AND KAJEET DOES NOT REPRESENT THAT CELLULAR ACCESS COVERAGE WILL MEET CUSTOMER’S OR ITS SUBSCRIBERS’ REQUIREMENTS. KAJEET AND ITS CELLULAR ACCESS SUPPLIERS MAKE NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE OF CELLULAR ACCESS USED BY KAJEET OR ITS SUBSCRIBERS TO TRANSMIT DATA.
- 7.8 WARRANTY DISCLAIMER.** THE FOREGOING WARRANTIES (INCLUDING ANY WARRANTIES SET FORTH IN AN APPLICABLE ORDERING DOCUMENT) ARE IN LIEU OF, AND THE PARTIES EXPRESSLY DISCLAIM, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. KAJEET SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE OPERATION OF DEVICES OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. Customer agrees that Kajeet has no warranty obligations due to defects resulting from (i) ordinary wear and tear; (ii) modifications or repairs made by anyone other than Kajeet; and/or (iii) accident or abuse. Customer’s sole remedy for all warranty claims shall be as set forth in this Section 7 and Kajeet’s obligation to correct such failures at no charge to Customer.
- 8. LIMITATION OF LIABILITIES.**
- 8.1 LIMITATION ON INDIRECT DAMAGES.** NEITHER OF THE PARTIES SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, PUNITIVE, CONSEQUENTIAL, ECONOMIC, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, COST OF REPLACEMENT GOODS OR SERVICES, LOST DATA, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO EITHER PARTY.
- 8.2 LIMITATION ON DIRECT DAMAGES.** BOTH PARTIES SHALL BE LIABLE TO THE OTHER PARTY FOR DIRECT DAMAGES ONLY, IN AN AMOUNT NOT TO EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL AMOUNT OF SERVICES REVENUE GENERATED UNDER THE APPLICABLE ORDERING DOCUMENT FROM WHICH THE CLAIM AROSE IN THE MOST RECENT TWELVE (12) MONTH PERIOD FROM WHEN THE CLAIM AROSE.
- 9. Termination.**
- 9.1 Termination By Either Party.** A non-breaching Party may terminate this Agreement for cause by written notice to breaching Party for a material breach of any term of this Agreement that remains uncured thirty (30) days after written notice. In the event of any uncured breach by Customer, then Kajeet may, without any further notice to Customer, take any or all of the following actions: (a) terminate any or all Ordering Documents; (b) suspend the affected Services to which the breach is related, and/or (c) with or without terminating any Ordering Documents, pursue any other remedies available to Kajeet at law or in equity, including, without limitation, the right to accelerate and collect payments for the remainder of then-current Service Term.
- 9.2 Termination by Kajeet.** Kajeet may terminate this Agreement after the initial Service Term if Customer has no active Services with Kajeet for a period of 180 days and, if after notifying Customer, Customer does not activate any Services within 30 days of such notification.
- 9.3 Effects of Termination.**
- a) Within 30 days of termination, Kajeet will remove any remaining balances from Kajeet’s systems; and
 - b) If requested by Customer in writing within 30 days of termination, Kajeet agrees to export Customer’s data within Sentinel on terms and in a format agreed upon in a SOW.
- 10. Governing Law.** The Parties intend that the laws of the state of Customer should be used to interpret and enforce this Agreement.
- 11. Publicity.** Neither Party shall issue a press release or make any similar public announcement without the other Party’s prior written consent to the specific language and intended distribution of such press release or announcement. Notwithstanding the foregoing, the Parties agree to issue a joint press release so that both Parties refer to this in marketing and promotional material. Kajeet may use Customer’s name and logo in Kajeet’s customer lists which may be posted on Kajeet’s website.
- 12. Privacy Policy.** Customer’s use of the Services by Subscribers is subject to the terms and conditions of the Kajeet privacy policy set forth at <https://www.kajeet.com/privacy-policy-2>.

13. FERPA Applicability. Customer hereby designates Kajeet as a “school official” with “legitimate educational interests” in the Customer’s educational records, as those terms have been defined under Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g; 34 C.F.R. Part 99, both as amended and its implementing regulations (“FERPA”). Kajeet agrees to abide by FERPA limitations and requirements imposed upon school officials.

14. Miscellaneous Provisions. A failure or delay of either Party to this Agreement to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. In the event that any provision of this Agreement shall be held to be invalid, the remaining provisions of this Agreement shall be unimpaired and the invalid provisions shall be replaced by a mutually acceptable provision. The Parties agree that where the context of any provision indicates an intent that it shall survive the termination of this Agreement, then it shall so survive. There are no intended third party beneficiaries of any provision of this Agreement. This Agreement (including the applicable Addendums, Ordering Documents, and Specifications) constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by the Parties. This Agreement may be signed in multiple counterparts and delivered by electronic means. All notices required hereunder shall be in writing and transmitted to the address for each Party as set forth in the Cover Page to this Agreement. Notices shall be effective upon the date of confirmed delivery or at such time as delivery is refused by addressee upon presentation. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions.

- EXHIBITS FOLLOW ON NEXT PAGE-

Exhibit A Plan Descriptions

Kajeet Student Essentials Plan. This Service is intended for educational use only and Customer agrees to adhere to Kajeet’s standard CIPA-compliant and education content filters, time-of-day access settings, and that each Device will be used by no more than one Subscriber at any given time. In the event Kajeet detects bandwidth consumption inconsistent with single-user educational use, Kajeet may temporarily reduce or restrict the Services while conducting further review. The Student Essentials Plan has a 500MB per day data consumption limit. Video may stream at lower resolution. YouTube® access is blocked by default. Customers on the Student Essentials Plan can purchase an optional add-on Service to gain access to YouTube. If Customer elects to have open access to YouTube, then Customer indemnifies and holds Kajeet harmless from any inappropriate content viewed by Subscribers on YouTube.

Kajeet Education Unlimited Plans. The **Student Unlimited Plan**, **Home Unlimited Plan**, and the **SmartBus Unlimited Plan** are intended for educational use only and Customer agrees to adhere to Kajeet standard CIPA-compliant and education content filters, and time-of-day access settings. The Student Unlimited Plan may be used by no more than one Subscriber at any given time. The Home Unlimited Plan may only be used by students in the same household. The SmartBus Unlimited Plan is intended to provide Wi-Fi for bus riders. In the event Kajeet detects illegal activity or bandwidth consumption inconsistent with Kajeet or Customer policies, Kajeet may temporarily reduce or restrict services during review. Video may stream at lower resolution. Consumer streaming entertainment platforms including YouTube® access are blocked by default. Customers on Kajeet Education Unlimited Plans may request open access to YouTube at no additional charge. If Customer elects to have open access to YouTube services, Customer indemnifies and holds Kajeet harmless from any inappropriate content viewed by Subscribers on YouTube.

Kajeet Public Sector Unlimited Plan. This Service is intended for Public Sector use only and Customer agrees to work with Kajeet to define appropriate use policies in the Sentinel platform. In the event Kajeet detects illegal activity or bandwidth consumption inconsistent with Kajeet or Customer policies, Kajeet may temporarily reduce or restrict services during review. Video may stream at lower resolution. Consumer streaming entertainment platforms including YouTube® access are blocked by default. Customers on Kajeet Unlimited Plans may request open access to YouTube at no additional charge. If Customer elects to have open access to YouTube services, Customer indemnifies and holds Kajeet harmless from any inappropriate content viewed by Subscribers on YouTube.

Kajeet Fixed 5G Unlimited Plan. This Service is intended for use with approved equipment at a fixed location. Kajeet will work with Customer to define appropriate use policies in the Sentinel platform, where Kajeet default filters, policy controls, and time-of-day settings can be altered to fit the Customer’s specific use case. Customer indemnifies and holds Kajeet harmless for any inappropriate content viewed by Subscribers under a Customer-defined policy.

Kajeet Custom™ Plans. Kajeet default filters, policy controls, and time-of-day settings can be altered to fit the Customer’s specific use case. Any alterations to Kajeet default controls may result in higher than anticipated data usage. All data purchased is pooled on the Customer account at the start of the Service Term. Data may be shared among all Devices on the account. During the Service Term, unused data rolls-over to the next month. Unused data expires at the end of the Service Term. Unused data cannot be returned for a refund or credit. A new pool of shared, roll-over data must be purchased for subsequent Service Terms.

Kajeet Library Plans. The **Library Bronze Plan**, **Library Silver Plan**, **Library Gold Plan**, and the **Library Platinum Plan** are intended for library patron checkout programs only and Customer agrees to adhere to Kajeet standard CIPA-compliant and education content filters, time-of-day access settings, and concurrent Subscriber restrictions. The Bronze plan is intended for educational use only for students at the Pre-K thru High School level with only approved equipment and may be used by no more than one Subscriber at any given time. The Silver plan is intended for educational use only for students at the Pre-K thru College level. The Gold plan is intended for public benefit use including youth and adult patrons. YouTube® access is blocked on Bronze and Silver plans. Customers on Gold and Platinum plans may request open access to YouTube at no additional charge. If Customer elects to have open access to YouTube, then Customer indemnifies and holds Kajeet harmless from any inappropriate content viewed by Subscribers on YouTube. The Platinum plan is intended for high-speed broadband access with approved equipment at a fixed location. Kajeet will work with Customer to define appropriate use policies for the Platinum plan in the Sentinel platform, where Kajeet default filters, policy controls, and time-of-day settings can be altered to fit the Customer’s specific use case. Customer indemnifies and holds Kajeet harmless for any inappropriate content viewed by Subscribers under a Customer-defined policy.

SmartBus Installation Addendum

This Addendum covers the basic terms for Kajeet's provision of installation services in connection with its SmartBus offering and the Parties agree that this Addendum shall be included by reference in the Agreement.

If specified in an Ordering Document, Kajeet, or one of its authorized installation partners, shall perform Kajeet SmartBus Installation in accordance with the Specifications. Unless stated otherwise in an Ordering Document, Customer agrees to a minimum order of five (5) vehicle installations. The Specifications shall specify the Customer point of contact to establish shipping and installation schedules as well as all Customer-provided equipment and vehicles. Kajeet shall ship Devices and related equipment to the shipping address set forth in the Specifications. Shipping costs are specified in Ordering Documents. Kajeet will provide all materials and labor for the installation at a Customer-provided location, during mutually agreed to hours. Customer agrees to make all Customer-provided equipment and vehicles available, without interruption, during the mutually agreed upon times. If Customer fails to provide timely access to all Customer-provided equipment and vehicles including, but not limited to, "no-shows", excessive wait times, or interruptions where Kajeet technicians are on-site and unable to perform installations or communicate with Customer's designated points of contact, then Kajeet may impose additional fees including charges to cover additional time and travel expenses incurred by Kajeet based on Kajeet's rates for additional professional services. Kajeet understands and accepts that Kajeet SmartBus Installation requires drilling into the roof of vehicles. Customer agrees to provide Kajeet with a ladder (as needed) and a covered location to complete installation (as needed for weather). Kajeet shall be responsible for all actions of its authorized installation partners as if the Services were performed by Kajeet.

Kajeet-Owned Equipment Addendum

This Addendum covers the basic terms for use of certain hardware and equipment that is, and shall remain, owned by Kajeet (“**Kajeet-Owned Equipment**”) and the Parties agree that this Addendum shall be included by reference in the Agreement.

1. **Description of Kajeet-Owned Equipment.** All Kajeet-Owned Equipment shall be included in the applicable Ordering Document or other document provided by Kajeet to Customer. Kajeet-Owned Equipment may include:
 - * Kajeet SmartSpot® device(s)
 - * Embedded batteries and UICC (or SIM) cards
 - * External accessories (such as cables and chargers)
 - * SmartSpot cases and included documentation
 - Kajeet SmartBus® routers
 - Portable Solution Components (router, Wi-Fi paddle and cellular antennas, AC adapter, Vehicle adapter, Kajeet Portable case and SIM card)
 - Kajeet DualConnect™ Dock and Modem
2. **Warranty for Kajeet-Owned Equipment.** If Kajeet-Owned Equipment is defective upon receipt, or develops a fault during the applicable Service Term, Kajeet will repair and/or replace the equipment with the same, or equivalent, equipment. This does not apply to accidental damage, water damage, theft, loss, and/or hardware/software tampering. Kajeet will replace faulty hardware components (battery, charger, UICC, etc.) that fail due to manufacturer defects.
3. **No Markings or Alternations.** Kajeet-Owned Equipment may not be altered, branded or marked with any permanent markings, including, but not limited to, etching, screen printing, permanent markers, spray painting, non-removable labels, etc.
4. **Return of Kajeet-Owned Equipment.** Unless otherwise specified in an Ordering Document, Customer is responsible for returning the following Kajeet-Owned Equipment within thirty (30) days following the termination or expiration of the applicable Service Term, including all return shipping costs:
 - a) All provided Kajeet-Owned Equipment for use with SmartSpot®. If documented in a Ordering Document, Customer may retain inactive Kajeet-Owned Equipment during extended periods when school is not in session if the purchase of future Services have been made.
 - b) For use with Kajeet SmartBus® installed solutions: DualConnect™ Dock and Modem, the router, Wi-Fi antennas and SIM must be returned. For portable solutions, Kajeet the router, Wi-Fi and cellular antennas, AC adapter, Vehicle adapter, Kajeet rugged case and SIM must be returned.
5. **Buy Out Option.**
 - 5.1 **Kajeet SmartSpot.** Customer may purchase SmartSpot Kajeet-Owned Equipment at any time. The purchase price will be equal to the equipment’s MSRP less the sum of payments made, with a minimum purchase price of one dollar (\$1.00). Customer must request a current purchase option calculation from Kajeet prior to purchase.
 - 5.2 **Kajeet SmartBus.** There is currently no option to purchase Kajeet-Owned Equipment for use with the Kajeet SmartBus.
6. **Changing Cellular Access to a Different Supported Carrier.**
 - 6.1 **Kajeet SmartSpot.** The terms of the Network Guarantee set forth in Section 7.1 (Services Warranty—the Network Guarantee) govern changing the Cellular Access to a Different Supported Carrier.
 - 6.2 **Kajeet SmartBus.** Kajeet will provide a SIM Card to change to another Supported Carrier in connection with Devices used with Kajeet SmartBus.
7. **Damaged or Missing Kajeet-Owned Equipment.** Kajeet-Owned Equipment will be inspected by Kajeet upon return by Customer and shall be categorized as in one of the following conditions. “**Good Condition**” means the equipment is fully functional and in good cosmetic condition (minor scratches, no chips, no cracks in casing or screen, no broken or missing buttons, no damaged ports) and provided that the battery is working and there has been no water damage. “**Fair Condition**” means the equipment is fully functional and in fair cosmetic condition (minor to heavy scratches, cracked or damaged casing and/or screen). “**Failing Condition**” means the equipment has not been returned, is non functional or has excessive cosmetic damage. Kajeet-Owned Equipment is in Failing Condition if: (i) the backlight and/or LCD is not functional; (ii) buttons do not work; (iii) the charger port is damaged; (iv) the MEID label is missing or unreadable; (v) non-genuine parts have been used in any repairing the Kajeet-Owned Equipment; or (vi) the Kajeet-Owned Equipment is beyond physical repair. There shall be no charge for Kajeet-Owned Equipment returned in Good Condition. Customer shall be charged 50% of the Replacement Value for Kajeet-Owned Equipment returned in Fair Condition. Customer shall be charged the entire Replacement Value for Kajeet-Owned Equipment returned in Failing Condition. The replacement value for all Kajeet-Owned Equipment shall be provided to Customer following inspection. (“**Replacement Value**”).

SmartSpot Protection Addendum

- 1. SmartSpot Protection Plan.** If Customer has elected SmartSpot Protection in an Ordering Document and is current with its payment obligations for same, then Customer may submit a claim to Kajeet for each SmartSpot Device, subject to the terms and limitations set forth in this Addendum.
- 2. Filing a Claim.** If Customer has purchased SmartSpot Protection, charges that are normally assessed for damaged or missing Kajeet-Owned Equipment (as outlined in the Kajeet-Owned Equipment Addendum) are waived. Similarly, if Customer has purchased SmartSpot Devices, Customer will receive a replacement SmartSpot Device for a fraction of the cost of a new Device. Customer must file the *Kajeet Damaged/Missing Device Claim Form* below. If the other conditions set forth in this Addendum are met, Customer will receive a replacement Device within two (2) weeks. Claims must be made during the Service Period for Kajeet-Owned Equipment and within thirty (30) days following the end of the Service Period for Customer-owned Devices. Kajeet reserves the right to reject a claim in our sole discretion.
- 3. Limitation on Number of Claims.** Customer may only file a claim for up to 20% of Customer’s deployed SmartSpot Devices each calendar year.
- 4. Deductible.** In addition to the monthly per Device fee for SmartSpot Protection outlined in the applicable Ordering Document, a one-time deductible of \$25 for each Device identified in the claim. If the same model SmartSpot Device is not available, Kajeet may substitute an equal or better SmartSpot Device. In the event of a substitution, the list price used for deductible calculation will be the lower of the original and substitute Device.

Kajeet Damaged or Missing Equipment Claim Form

Please complete this form to file a claim for damaged or missing SmartSpot Device. Customer acknowledges that all SmartSpot Devices reported missing on a claim will be marked as lost/stolen with the carrier and will no longer be eligible for use.

Device MEID/IMEI/ESN	Claim Type (Damaged*/Missing)	\$25 Deductible
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL DEDUCTIBLE		\$

Account: _____

Contact: _____
 Phone: _____
 Email: _____

Date: _____

FOR KAJEET OFFICE USE ONLY:

*NOTE: Damaged SmartSpot Device must be returned to Kajeet.
 Kajeet will prepare and send an invoice based on this form.
 Please submit this completed form to: education@kajeet.com

Ship to address:

CLAIM SUBMITTED BY: /s/ _____
Authorized Customer Signature
Print Name
Date