

**CONTRACT NAME: SERVICES AGREEMENT BETWEEN KAJEET, INC. AND DAVIS  
JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This Services Agreement is to place a wireless router at the Davis Migrant Center. The router is necessary to provide internet access to the Davis Migrant Center.

**FISCAL IMPACT:** The cost of these services is included in the approved 2019-2020 budget.

## Kajeet Services Agreement

This document contains certain terms of agreement between Kajeet Inc. a corporation organized under the laws of Delaware, with offices located at 7901 Branch Drive, #350, McLean, VA 22012 (“Kajeet”) and **Davis Joint Unified School District.**, organized under the laws of **CA**, (the “Customer”), with offices located at **526 B Street, Davis CA 95616**, Kajeet and Customer (the “Parties”) desire to enter into a legally binding contract (the “Agreement”) consisting of the provisions set forth below. Each of the Parties represents that it is in good standing, and it has the power to enter and perform this Agreement.

Program: **Connect (TM)** Data Plan: **Custom Data Plan** Start Date: **9/16/2019** Term: **twelve (12) months**

**Term** The initial term of this Agreement commences on the selected date(s) and expires after the selected term length of service and it shall automatically renew on a month to month basis of service contingent upon receipt of a purchase order, unless terminated, extended, or altered, by either of the Parties.

**Termination by Customer** If for any reason Customer is dissatisfied with the level of service, Customer may terminate this agreement and if after notifying Kajeet, Kajeet fails to bring the level of service up to Customer’s expectations within 30 days of such notification.

**Termination by Kajeet** Kajeet may terminate this Agreement after the initial term if Customer has no active service with Kajeet for a period of 180 days and, if after notifying Customer, Customer does not activate any devices within 30 days of such notification.

**Effects of Termination** In the event of termination, Kajeet will remove Customer’s account and remaining balances from Kajeet’s systems and Customer will return any Kajeet-Owned equipment to Kajeet within 30 days of termination. Purchased devices and services are nonrefundable.

**Term Extension or Alteration by Customer** Customer may extend or alter the term of the contract after the initial term by submitting a purchase order with term extension or alteration details, or authorizing a new services agreement.

**Purchase Orders** Customer may submit one (1) or more purchase orders at any time to request purchase of Kajeet devices and/or services. Such purchase order(s) will be considered binding upon Customer when submitted and binding upon Kajeet when accepted. Kajeet will indicate acceptance of such purchase order(s) by written notice and/or by invoicing customer against such purchase order(s).

**Payment Terms** Payments by Customer under this Agreement will be due when stated in each fully accepted purchase order or, if the purchase order does not state when particular payments are due, those payments will be due within thirty (30) days of Kajeet invoice.

**Late Payments** If Customer fails to make any payment when due, Kajeet will have the right, without prejudice to any other remedies it may have, to charge an additional fee equal to one-and-one-half percent (1.5%) of the overdue amount for each full or partial month that the amount remains unpaid.

**Kajeet Complete™ Data Plans** This service is intended for educational use only and Customer agrees to adhere to Kajeet standard CIPA-compliant and education content filters, time-of-day access settings, and that each device will be used by no more than one user at any given time. In the event Kajeet detects bandwidth consumption inconsistent with educational use, Kajeet may temporarily block services while conducting further review. The Kajeet Complete 200 Data Plan has a 200MB per day data consumption limit. The Kajeet Complete 500 Data Plan has a 500MB per day data consumption limit. The Kajeet Complete Unlimited Data Plan may restrict heavy data users once 30GBs of monthly data has been used. Restrictions on the Kajeet Complete Unlimited Data Plan may occur in the form of limiting daily data consumption to 500MBs per day and/or reducing the connection speed to 128Kbps. Video on all Kajeet Complete Data Plans may stream at 480p. YouTube® access is blocked by default on the Kajeet Complete Plans. Customers on Kajeet Complete Unlimited Data Plan are eligible for YouTube services but must request that access be allowed. Customers on Kajeet Complete 200 Data Plan or Kajeet Complete 500 Data Plan can purchase an optional add-on service to gain access to YouTube. If the Customer selects to have Open Access to YouTube services, Customer indemnifies and holds Kajeet harmless from any inappropriate content viewed by the end-user on YouTube. Lines of service cannot be discontinued for a refund or credit during the active agreement term.

**Kajeet Custom™ Data 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 agreement term. Data may be shared among all devices on the account. During the active agreement term, un-used data rolls-over to the next month. At the end of the service term, unused data expires. Unused data cannot be returned for a refund or credit. A new pool of shared, roll-over data must be purchased for the subsequent service term.

**Device Warranties and Non-Return Policy** Kajeet warrants that devices sold to Customer will be free from defects in materials and workmanship for a period of one (1) year after shipment by Kajeet. At its option, Kajeet will either repair or replace any device failing to meet this warranty if Customer notifies Kajeet of the defect before the warranty period expires. Customer acknowledges that replacements may be new or refurbished devices. Customer agrees to obtain a return authorization number from Kajeet prior to returning the device and to bear the cost of shipping the device to Kajeet and to bear the risk of loss during transit. Customer agrees that Kajeet will have no warranty obligations due to defects resulting from (i) ordinary wear and tear; (ii) modifications or repairs made by anyone other than Kajeet or its authorized service technicians; and/or (iii) accident or abuse. All sales on Customer purchased devices are final and cannot be returned for a refund. Chromebook warranty and service issues are honored and handled via the manufacturer and not directly by Kajeet.

**Applicable Law** The Parties intend that the laws of the State of Customer should be used to interpret and enforce this Agreement.

ACCEPTED BY: /s/ \_\_\_\_\_

Authorized Customer Signature

Print Name

Date