



## Digital / Classic / Add-On Service Agreement

Date: 7/1/2020

Customer #: 80056

Work Order #: \_\_\_\_\_

### Contract Type

- ☐ New Contract    ☒ Contract Renewal    ☐ Contract Add-On

### Desired Network

- ☒ FleetNet™ Digital    ☐ FleetNet™ Classic    ☐ FleetNet™ Terra    ☐ FleetNet™ Metro

### Length of Service

The term of this agreement begins on 7/1/2020 and shall continue through and until 6/30/2022

- ☐ One    ☒ Two    ☐ Three    ☐ Four    ☐ Five    ☐ Add-On # of months left: \_\_\_\_\_    ☐ Other: \_\_\_\_\_

### Provided Equipment / Services

- ☒ FleetNet™ Digital Wide Area Service  
☐ FleetNet™ Digital Wide Area Roaming Service  
☐ FleetNet™ Phone  
☐ Additional Fleet  
☒ Add Select Call  
☐ Add GPS  
☐ FCC License Recovery Fee\*

### Total Monthly Unit Price

### Total Annual Unit Price

- ☐ Administrative Recovery Fee\*  
☐ Networking Surcharge\*

### Total Annual Price (Annual Fees Included)

59	@	\$ 26.95	=	\$ 1,590.05
Quantity		Per Unit		Monthly Line Total
	@		=	\$ 0.00
Quantity		Per Unit		Monthly Line Total
	@		=	\$ 0.00
Quantity		Per Unit		Monthly Line Total
	@		=	\$ 0.00
Quantity		Per Unit		Monthly Line Total
59	@	\$ 3.00	=	\$ 177.00
Quantity		Per Unit		Monthly Line Total
	@		=	\$ 0.00
Quantity		Per Unit		Monthly Line Total
59	@	\$ 1.35	=	\$ 79.65
Quantity		Per Unit		Monthly Line Total
\$ 1,846.70	-		=	\$ 1,846.70
Monthly Unit Total		Discount		Total Unit Price
\$ 1,846.70	x		=	\$ 0.00
Monthly Unit Total	# Contract Months			Annual Unit Total
	\$ 75.00		=	
	Fee			Annual Line Total
	\$ 24.00		=	
	Fee			Annual Line Total
				\$ 0.00

\*Fees subject to change without prior notice.

The Administrative Recovery Fee and Networking Surcharge will be charged on an annual basis and will be included with the first payment of contract.

### Payment Options (All annual total amounts less than \$1,000 will be invoiced as an annual prepay.)

- ☐ Monthly    ☐ Quarterly    ☐ Bi-Annual    ☒ Annual  
☐ Prepaid    ☐ Credit Card

### Add-On Information

# of Units \_\_\_\_\_ Price Per Unit \_\_\_\_\_ Connection Fee \_\_\_\_\_ Activation Date \_\_\_\_\_

### Escalations (Per Unit Cost)

Annual Escalation: 3%

Year One \$ 29.95 Per Unit    Year Two \$ 30.85 Per Unit    Year Three \$ 31.77 Per Unit  
Year Four \$ 32.73 Per Unit    Year Five \$ 33.71 Per Unit

  
Initial Here



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**Termination Fee:** Your termination fee will be the balance of the entirety of the contract.

### Additional Information

Customer hereby enters into the agreement for equipment and services subject to the terms and conditions as included herein.

PAM JONES

Sales Person

(916) 534-0375

Sales Person Telephone

PAM@SILKECOM.COM

Sales Person Email

DAVIS JOINT UNIFIED SCHOOL DISTRICT

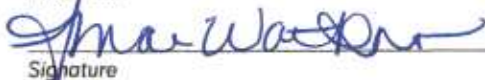
Customer Company Name

526 B STREET

Address

(530) 757-5300

Telephone



Signature

Amari Watkins, Associate Superintendent of Business Services

Amari Watkins, Assoc. Sup. Business Services

Authorized Signer and Title

DAVIS

CA

95618

City

State

Zip Code

awatkins@djud.net

Email

10/29/2020

Date

### Programming Information

☐ Further Programming Information attached on Additional Page(s)

☐ Number of Attached Programming Information Pages \_\_\_\_\_





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### TERMS AND CONDITIONS

This Agreement between Silke Communications ("Silke") and Customer is subject to the following terms and conditions:

**A. Terms applicable to both FleetNet™ and FleetPeak™. The terms in this Section A apply to both FleetNet and FleetPeak agreements:**

1. **Definitions.** "Silke" shall mean Silke Communications, "Customer" shall mean and apply to, the User, or the Purchaser, or the FCC Licensee, of the equipment that is subject to the terms of this Agreement.
2. **Payment.** Charges for regular monthly service shall be paid in monthly installments, beginning on the fifth day of the month following execution of the Agreement, and on the fifth day of each succeeding month throughout the term hereof, at 3 Crow Canyon Ct., Suite 100, San Ramon, CA 94583, or at such other place as Silke may designate from time to time. All other charges shall be paid upon billing. Any charge not paid within ten days of its due date shall be considered overdue and in addition to other remedies, a late payment charge equal to ten percent (10%) per month on any overdue amount may be levied. A returned check charge of up to \$25 may also be levied. Credit card payments will incur a 3.5% processing charge.
3. **Renewal.** At the conclusion of the term of this Agreement, it shall continue on a month-to-month basis provided that either Silke or Customer may terminate this Agreement on the conclusion of the term or thereafter upon 30 days written notice to the other party. The total monthly charges shall increase each year on the anniversary date of this Agreement by a minimum of 3% over the previous year's charges.
4. **Disclaimer.** Silke disclaims any and all warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Silke does not warrant that the Equipment will work perfectly, that it will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity.
5. **Interruption of Service.** Customer shall notify Silke in the event of the failure or malfunction of the Equipment, after which Silke agrees to respond in a commercially reasonable manner. However, Silke shall have no liability for unsatisfactory communications service experienced by Customer for any reason whatsoever, including but not limited to acts of god, war, civil unrest, circumstances beyond our control, or customer negligence.
6. **Limitation of Liability.** Each party hereby agrees to limit claims against the other solely to direct damages and waives the right to claim any damages that are indirect, special, consequential, incidental, treble or punitive. For example, disallowed damages include those arising out of a service or device failure, or unauthorized access or changes to Customer's account or device. This limitation and waiver will apply regardless of the theory of liability. It also applies to any claims against Silke's suppliers, to the extent Silke would be required to indemnify the supplier for the claim.
7. **Billing Disputes.** Customer may dispute its bill within 60 days of receiving it, but unless otherwise provided by law, Customer is required to pay all charges until the dispute is resolved. Customer may telephone Silke to dispute charges, but to preserve the right to proceed to arbitration Customer must give written notice of the dispute at least 30 days in advance of initiating arbitration. The written notice must describe the nature of the dispute and the relief being sought. Failure by Customer to provide written notice of a dispute within 60 days of Customer's receipt of the billing shall constitute a waiver of the right to dispute the bill.
8. **Notices.** Any notice required or permitted to be given under this Agreement shall be given in writing and shall be deemed given and received three (3) days after deposit in the United States mail, certified mail, postage prepaid, and return receipt requested to the Customer's address stated in this Agreement, or to Silke at 3 Crow Canyon Ct., Suite 100, San Ramon, CA 94583. Either party may notify the other party of its change of address by giving notice by regular first class mail in accordance with this provision.
9. **Remedies.** If Customer fails to pay any amount due under this Agreement within (10) days after the same is due and payable, or if Customer fails to perform any other obligation under this Agreement, Silke shall have the right to exercise any one or more of the following remedies: To declare the entire amount of overdue charges hereunder immediately due and payable; to recover all other payments, then accrued or thereafter accruing, including any early termination fee pursuant to Section 10; to terminate this Agreement; or to pursue any other remedy at law or in equity. Notwithstanding any termination or any other action which Silke may take, Customer shall be and remain liable for the full performance of all obligations on the part of the Customer to be performed under this Agreement. All of Silke's remedies are cumulative, and may be exercised concurrently or separately.
10. **Termination.** Except as set forth herein, this Agreement shall remain in effect for its entire stated length of service, and Customer has no right of early termination. In the event of a default by Customer before the end of the term of this Agreement, Customer shall pay an early termination fee equal to the remaining balance owed on the contract. For non-Silke owned equipment, Customer will be subject to a termination fee equal to the remaining period of the service agreement at the Silke's sole discretion.
11. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, including without limitation, the making, performance, or interpretation of this Agreement, shall be settled by arbitration in accordance with the laws governing

arbitration of disputes in the state whose governing law applies to this Agreement, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. The arbitration shall be initiated by the moving party through a private arbitration service and, unless otherwise agreed, held before a single arbitrator in the county in which Customer's principal office is located. The arbitrator shall be selected by the private arbitration service's procedures, and need not be an attorney.

12. **Legal Fees.** In the event of any proceeding to enforce any of the terms of this Agreement, the prevailing party shall be awarded such sum as the arbitrator may adjudge reasonable as attorney fees and costs, including the costs of arbitration, in such arbitration and in any appeal therefrom.
13. **No Waiver.** Failure or delay on the part of Silke to exercise any right, power, or privilege hereunder shall not operate as a waiver of any other term or the waiver of the same term at any other time.
14. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the state in which this Agreement is executed.
15. **Severability.** If any portion of this agreement is declared invalid, the remainder of this Agreement shall continue to be binding upon the parties.
16. **Entire Agreement.** This Agreement (including Sections B or C, as applicable, and any documents referred to herein) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

**B. Terms Applicable only to FleetNet™. The terms in this Section B apply only to FleetNet & FleetNet™ Rental agreements:**

17. **FleetNet Equipment.** For FleetNet Customers, "Equipment" means radios and related apparatus that are supplied by Silke, and does not refer to Customer-owned radio equipment.
18. **Use.** Customer shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, or other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.
19. **Surrender.** Upon the expiration or earlier termination of this Agreement, Customer shall return the Equipment to Silke in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Customer's cost and expense to such place as Silke shall specify within the city or county in which the same was delivered to Customer.
20. **Liens and Encumbrances.** Customer shall keep the Equipment free and clear of all liens, liens and encumbrances. Customer shall report, pay and discharge when due all fees, assessments and taxes arising out of use or operation of the Equipment imposed by any state, federal or local government or any agency, whether or not the same shall be assessed against or in the name of Silke or customer. Customer shall reimburse Silke for any damages or expenses resulting from such failure to pay or discharge.
21. **Default.** In addition to a default in payment terms, the following actions by Customer shall constitute a default under this Agreement under which Silke may limit, suspend or terminate Customer's service: (a) Customer's resale of service; (b) use of service for any illegal purpose; (c) installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without Silke's permission; (d) modifying Equipment from its manufacturer's specifications; (e) use of service in a way that negatively affects Silke's network or other customers, or interferes with Silke's operations; (f) the filing of a bankruptcy petition; (g) threatening, harassing, or using vulgar or inappropriate language toward Silke's representatives; or (h) "spamming" or engaging in other abusive messaging or calling.
22. **Assignment.** Neither this Agreement nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act is commenced by or against the Customer, the Customer is adjudged insolvent, the Customer makes any assignment for the benefit of his creditors, a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Customer is a party with authority to take possession or control of the Equipment, Silke shall have and may exercise any one or more of the remedies set forth in Section 9 hereof, and this Agreement shall, at the option of the Silke, immediately terminate and shall not be treated as an asset of Customer after the exercise of said option.
23. **Ownership.** All rented Equipment shall at all times be and remain the sole and exclusive property of Silke; and the Customer shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.
24. **UCC Filing.** If Silke shall so request, Customer shall execute and deliver to Silke such documents as Silke shall deem necessary or desirable for purposes of recording or filing to protect the interest of Silke in the Equipment including, but not limited to a UCC financing statement.

Date: 10/29/2020

Read and Approved: [Signature]