



### Kajeet Master Services Agreement

<b>Customer</b>	Kajeet Inc.
Legal Name: GREGORY-PORTLAND IND SCH DIST ("Customer")	Kajeet Inc., a Delaware corporation ("Kajeet")
<b>Customer Address (For Official Notices)</b>	<b>Kajeet Address (For Official Notices)</b>
GREGORY-PORTLAND IND SCH DIST 1200 Broadway BLVD Portland, TX 78374 Attn: Andrew Guerra. aguerra@g-pisd.org	Kajeet Inc. 7901 Jones Branch Drive, Suite 350 McLean, VA 22102 Attn: Guy Abramovitz, CFO Email: Gabramovitz@kajeet.com
<b>CUSTOMER Contact</b>	<b>Kajeet Contact</b>
Name: Andrew Guerra Title: Telephone: 361-777-1089 x5800 Email: <a href="mailto:aguerra@g-pisd.org">aguerra@g-pisd.org</a>	Name: David Hansen Title: Sales Director Telephone: 201-562-6109 Email: dhansen@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 July 1, 2024 ("Effective Date") and includes the following Addendum, if selected below and initialed by Customer:

SmartBus Installation Addendum

Customer Initials: AG

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.

GREGORY-PORTLAND IND SCH DIST	KAJEET INC.
By: <u><i>Michelle Cavazos</i></u> (Authorized Signature)	By: <u><i>Guy Abramovitz</i></u> (Authorized Signature)
Name: Dr. Michelle Cavazos	Name: Guy Abramovitz
Title: Superintendent	Title: CFO
Date: <u>4/29/2024</u>	Date: _____

**Kajeet Master Services Agreement  
Standard Terms and Conditions**

- 1. Scope.** This Agreement governs the various transactions between Customer and Kajeet 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. The Ordering Documents may be subject to E-rate funding that is administered by the Universal Service Administrative Corp. (“**USAC**”) as set forth in the Telecommunications Act of 1996. All applicable Services is subject to approval by the Federal Communications Commission (“**FCC**”) under the E-rate discount program unless otherwise approved by Customer. Kajeet and Customer agree that Customer may intend to recover funds from the E-rate discount program through the USAC reimbursement process. Both Parties agree that delivery of applicable Services cannot begin prior to April 1<sup>st</sup> of the funding year for which such funds are requested.
- 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.
- 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. Invoicing and 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.

  - 6.1 E-Rate Funding.** If applicable, the Ordering Document shall specify if E-rate funding is available to Customer. If E-rate funding applies, Kajeet shall either (1) invoice Customer for the full quoted amount (“**Invoice Option 1**”), or (2) invoice Customer for their portion of the payment owed and invoice USAC for the approved portion of the funded amount, as specified in such Ordering Document (“**Invoice Option 2**”). If Customer fails to file a service certification, as required by USAC, that results in the loss of E-rate funding, Customer shall be liable for any unpaid amounts owed to Kajeet. Customer understands and agrees that progress payments, based on percentage of completion and partial delivery of equipment, are acceptable. Under Invoice Option 2, Kajeet will be responsible for invoicing USAC for the funded amount unless Customer elects to proceed without receipt of a Funding Commitment Decision letter from USAC, in such event, Customer shall be liable for the full quoted amount under Invoice Option 1.
  - 6.2 USAC Invoice.** USAC shall not be invoiced prior to July 1<sup>st</sup> of the applicable calendar year. If Customer elects to take delivery after April 1 of the applicable calendar year, but prior to receipt of a Funding Commitment Decision letter from USAC, then Customer shall be liable for all amounts owed and agrees to pay any amounts then due to Kajeet and invoice USAC utilizing FCC Form 472 (Billed Entity Application for Reimbursement).

## 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 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 Termination by Customer.** Customer may terminate an Ordering Document should Customer not receive the applicable E-Rate funding as submitted to USAC via FCC Form 471 (Schools and Libraries Universal Service Description of Services Ordered and Certification).

**9.4 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.
- c) Kajeet shall invoice Customer for all work performed through such termination date of the Ordering Document.

**10. Governing Law.** The Parties intend that the laws of the state of Customer should be used to interpret and enforce this Agreement, excluding its choice of law provisions.

**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. Universal Service Act.** Kajeet agrees to abide by all terms and conditions of the Telecommunications Act of 1996 as implemented by the Schools and Libraries Division (SLD) of USAC, E-Rate Discount Program in its performance of the Services under this Agreement. Kajeet represents that it holds a valid Service Provider Identification Number (SPIN) with the FCC.

**15. 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 the 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.

**Exhibit B**  
Pricing

GREGORY-PORTLAND IND SCH DIST  
1200 Broadway BLVD  
Portland, TX 78374  
361-777-1089 x 5800  
Attn: Andrew Guerra  
aguerra@g-plisd.org

Reference: 470# 240019697- School Bus Wi-Fi FY2024  
Kajeet SPIN: 143034849

Date: 3/1/24

Kajeet SmartBus Wi-Fi Solution for school buses including Choice of carrier network with SmartSIM (remote switching of carrier).  
Network based embedded CIPA compliant filtering with custom filters assignable by time of day, route, and grade.  
Automatically disable connections outside of allowable student permitted access times.  
Web-based platform for real-time reporting of device and data usage, including daily ridership, signal quality.  
24/7/365 technical support including students and drivers.  
Professional installation, self-installation and portable options available.  
Kajeet accepts SPI and BEAR invoicing methods.

CHOICE OF 1 CARRIER NETWORK WITH SMARTSIM (REMOTE SWITCHING OF CARRIER)						
DESCRIPTION	SKU	UNIT	UNIT COST	QTY	TOTAL COST	NOTES
Cradlepoint R920 - 1yr license	MAX1-0920-C7A-XE	Each	\$ 799.00	3	\$ 2,397.00	
SmartBus Hard Install Kit for R920 (roof antenna & wiring)	SBHARD	Each	\$ 139.00	3	\$ 417.00	
SmartBus Unlimited ATT/TMO/VZ/USCC (monthly plan) - 1 Data Line	SBUNL	Month	\$ 28.95	36	\$ 1,042.20	5 buses x 12 months x \$29.00
SmartBus On-Site Installation - 5 bus minimum	SBINST	Each	\$ 349.00	5	\$ 1,745.00	Installation optional, self install and portable available
<b>TOTAL YEAR 1 COST</b>					<b>\$ 5,601.20</b>	

OPTIONAL CONFIGURATION						
CHOICE OF 2 SIMULTANEOUS CARRIER NETWORKS WITH SMARTSIM (REMOTE SWITCHING OF CARRIER)						
DESCRIPTION	SKU	UNIT	UNIT COST	QTY	TOTAL COST	NOTES
Cradlepoint IBR1700-1200 - 1yr license	MAX1-1700-120B-XE	Each	\$ 1,199.00	3	\$ 3,597.00	
SmartBus Secondary Modem 4G LTE 1200Mbps for IBR1700	MA-MC400-1200M-B	Each	\$ 615.00	3	\$ 1,845.00	
SmartBus Hard Install Kit for IBR1700 or R1900 2 Carriers (roof antenna & wiring)	SBHARDMC	Each	\$ 359.00	3	\$ 1,077.00	
SmartBus Unlimited ATT/TMO/VZ/USCC (monthly plan) - 2 Data Lines	SBUNL2	Month	\$ 38.95	36	\$ 1,402.20	3 buses x 12 months x \$39.95
SmartBus On-Site Installation - 5 bus minimum	SBINST	Each	\$ 349.00	3	\$ 1,047.00	Installation optional, self install available
<b>TOTAL YEAR 1 COST</b>					<b>\$ 8,968.20</b>	

**Kajeet Contact:**  
Dave Hansen  
[dhansen@kajeet.com](mailto:dhansen@kajeet.com)  
201-562-6109

## 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 Ordering Document 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 Ordering Document. 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 upon times. 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. Customer 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.