



Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 9/29/22

Contract/Agreement Vendor: Kajeet Chris Chambers
Name of Vendor & Contact Person
cchambers@kajeet.com
Vendor Email Address

Hot spot reactivation for McKinney-Vento students. For those without reliable Internet or any Internet service.
Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

McKinney-Vento Program is contracting to reapi
Reason/Audience to benefit

\$ 1,793.40
Amount of agreement

BOE Date

Person Submitting Contract/Agreement for Review: Valeri Radford

PLEASE SEND THROUGH APPROPRIATE APPROVAL-ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: [Signature]

Does this Contract/Agreement utilize technology? YES/NO NO
 If yes, Technology Admin: Ashley Bowser

Cabinet Team Member: [Signature]

Funding Source: 796 1000/653/053
Fund/Project OCAS Coding

Consent
 Action

This contract is to reactivate 10 previously purchased hot spot devices (purchased through Federal Programs) to be available for use by McKinney-Vento students. The contract is for 12 months and 10 devices is the minimum number to activate. It is intended for educational use and contains educational filters with a data consumption limit of 500MB. Activation fee is \$6.08 per device and 173.26 for student plan per device. This will be paid out of ARP Homeless I grant.

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

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 Broken Arrow Public Schools, organized under the laws of OK, (the "Customer"), with offices located at 701 S. Main St. Broken Arrow, Oklahoma 74012. 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. 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 FERPA and its implementing regulations. Kajeet agrees to abide by FERPA limitations and requirements imposed upon school officials.

Program: Student Access (TM) **Data Plan:** Complete Unlimited Data Plan **Start Date:** 9/30/2022 **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™ Essentials Plan 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 single-user educational use, Kajeet may temporarily reduce or restrict services while conducting further review. The Complete Essentials Plan has a 500MB per day data consumption limit. Video may stream at 480p. YouTube® access is blocked by default. Customers on the Complete Essentials 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.

Kajeet Unlimited Plans The Student Unlimited, Home Unlimited, and SmartBus Unlimited Plans 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 user at any given time. The Home Unlimited Plan may only be used by students in the same household. The SmartBus Unlimited Plan is only intended to provide Wi-Fi for bus riders. In the event Kajeet detects bandwidth consumption inconsistent with plan terms, Kajeet may temporarily reduce or restrict services during review. Video may stream at 480p. YouTube® access is blocked by default. Customers on Kajeet Unlimited Plans may request open access to YouTube at no additional charge. 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.

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 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. Customer agrees to obtain return authorization from Kajeet prior to returning a 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 of Customer purchased devices are final and cannot be returned for a refund. Chromebook, laptop, or tablet 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/ _____



7901 Jones Branch Drive, Suite 350, McLean, Virginia 22102
 (240) 482-3500 | fax: (240) 482-3505 | www.kajeet.com

QUOTATION

Account Name Broken Arrow Public Schools
 Bill To 210 N. Main Street
 Broken Arrow, OK 74012
 US

Contact Name Valeri Radford
 Phone (918) 259-7497
 Email vradford@baschools.org
 Contract number No. 661-22

Prepared By Chris Chambers
 Phone 240-482-4623
 Email cchambers@kajeet.com

Created Date 9/21/2022
 Quote Number Q# 202209-038529
 Opportunity Number OPTY 202209-42430

Product	Product Code	Listed Price	Sales Price	Quantity	Total Price
Customer-owned Device Activation Fee: BYOD (one-time-only)	ACTONLY	USD 6.75	USD 6.08	10.00	USD 60.80
Network: Verizon	NETVZW	USD 0.00	USD 0.00	10.00	USD 0.00
Student Unlimited (annual plan)	STUUNL1Y	USD 196.89	USD 173.26	10.00	USD 1,732.60

Quote Grand Total USD 1,793.40

INCLUDED IN YOUR ORDER

Kajeet Sentinel License <ul style="list-style-type: none"> Dashboard and Reports Customizable CIPA-Compliant Filtering Loss/Stolen Suspend and Alerts Customizable Time and Day Access Policies Customizable Data Usage Policies 	Lifetime Support <ul style="list-style-type: none"> Best Network Guarantee Assigned Account Manager Kajeet Health Checks Tier 1 End-User Support Customer Support in French and Spanish <i>Multilingual Aids Available in 5+ Languages</i>
Enterprise Security <ul style="list-style-type: none"> Threat Detection and Prevention Blocking Rogue VPNs, BitTorrent, etc. SIM Hijacking Mitigation 	Deployment Assistance <ul style="list-style-type: none"> Implementation Manager Sentinel Training Parent and Student Communications Flyers, Posters, SMS Blasts

TERMS & CONDITIONS

- All prices are quoted in U.S. Dollars. All prices valid only through Kajeet direct sales. Quote is valid for 30 days. The amount presented in this quotation is confidential & proprietary and intended for the consideration of the Buyer. Buyer and Kajeet will sign and execute a Services Agreement prior to execution of the program. Credit card payments are subject to a 5.0% processing fee. Kajeet W-9 available upon request. Kajeet®, Arterra Mobility®, and Otarris™ products and services are protected by the following Issued U.S. patents 8,929,857; 8,918,080; 8,774,755; 8,774,754; 8,755,768; 8,731,517; 8,725,109; 8,712,371; 8,706,079; 8,667,559; 8,644,796; 8,639,216; 8,634,803; 8,634,802; 8,634,801; 8,630,612; 8,611,885; 8,600,348; 8,594,619; 8,588,735; 8,285,249; 8,078,140; 7,945,238; 7,899,438; 7,881,697. Other patents are pending. Kajeet®, Kajeet SmartSpot®, Education Broadband™, SmartBus™, SmartSpot Protection™, Kajeet Complete™, Kajeet Custom™, Arterra Mobility®, and Sentinel® are trademarks of Kajeet, Inc.
- Telecom, Network and Admin Fees (TAF) defray a wide variety of Federal, State, and/or Local fees charged to telecommunications carriers and are subject to a 9.75% fee on data-related services. This is not state or federal sales tax.
- Shipping costs related to hardware only.
- Sales tax is an estimate based on your state and/or locality. The PO must contain the correct sales tax amount and is the responsibility of the PO issuer. If Sales tax line item is blank; Applicable state sales taxes are not included in this quotation.
- Per BuyBoard contract terms, pricing on this quote includes applicable telecom fees and standard shipping