



### Boxlight Ultimate Untethered Classroom Bundle Trial

The Boxlight Ultimate Untethered Classroom Bundle Trial Agreement (this "Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between Boxlight 151 State Hwy 300, Suite A, Belfair, WA and (the End Customer) \_\_\_\_\_, with its principal place of business at \_\_\_\_\_

and (the Premier Partner) \_\_\_\_\_, with its principal place of business at \_\_\_\_\_. Individually referred to herein as a "party", collectively "the parties."

**WHEREAS** Boxlight and the Premier Partner desire to allow the End Customer the opportunity to evaluate Boxlight's Product(s) (the "Products") prior to purchasing said Products from the Premier Partner subject to the terms of this Program Agreement.

#### 1. Purchase Order, Delivery of Products, and Trial Period

Under this agreement, if the End Customer decides to purchase 10 Ultimate Classrooms from the Premier Partner at the end of the Trial Period, the End Customer is entitled to keep the entire Ultimate Untethered Classroom Bundle Trial (70" panel, Rainier Mobile Cart, Oktopus software, keyboard & mouse.) Free of charge.

Once this Agreement is executed by all parties, Boxlight will deliver the products listed on Exhibit A. Upon arrival, please note any visual damage or missing boxes. In the unlikely event that the Delivery Note is signed for with no comments and then concealed damage is found during unpacking, the End Customer or the Premier Partner will have seven (7) business days from the date the Delivery Receipt was signed to notify Boxlight, 360.464.2119. After the expiration of the seven (7) business days Boxlight loses its right to file a claim with the carrier, therefore, the Premier Partner will be responsible for paying for any damage if the End Customer chooses not to purchase the Products at the end of the Trial Period. Either the End Customer or Premier Partner agree to keep the original packaging through the end of the Trial Period as it must be used to return the Products should End Customer decide not to purchase the Products. The Premier Partner will be responsible for proper installation of the Products at the End Customer's designated location and at End Customer or Premier Partner's cost, if any. The End Customer will be allowed to use the Product(s) on a trial basis for a period ninety (90) days, commencing the day following the date of shipment by Boxlight ("Trial Period"), solely for the purpose of evaluation and determination of whether the End Customer would like to purchase the Product(s). Trial period may be reduced if duration between ship date and last day of school is less than 90 days. To activate shipping of products from Boxlight warehouse, Boxlight must receive signed & completed contract and a copy of the Purchase Order from the Premier Partner.

#### 2. Title, Ownership, and Obligation to Keep Safe.

During the Trial Period, Boxlight will retain all right, title, and interest in the Products provided to the End Customer under this Agreement. During the Trial Period, the Premier Partner shall ensure that the End Customer keeps the Product(s) maintained and in a safe and secure location as the Premier Partner will be responsible for any loss or damage to the Product(s) (with the exception of normal wear and tear or defect which will be covered by the Warranty). End Customer and Premier Partner agree not to remove the Product(s) from the End Customer's address listed in Exhibit A during the Trial Period. End Customer will maintain valid and current insurance policies sufficient to ensure that the Products will be covered in for any loss during the Trial Period. During the Trial Period, the End Customer will ensure that the End Customer will not modify or alter the Product(s). During the Trial Period, the End Customer agrees and ensures that the End Customer will not sell, transfer, assign, lease, license or encumber the Product(s) in any way.

### **3. Warranty.**

The Product(s) are provided with Boxlight's Standard Warranty, the terms of which can be found at [www.boxlight.com](http://www.boxlight.com). EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, AND TO THE EXTENT PERMITTED BY WASHINGTON LAW, BOXLIGHT MAKES NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED IN ALL RESPECTS. IN THE EVENT OF CONFLICTING WARRANTY TERMS BETWEEN THIS AGREEMENT AND THE WARRANTY TERMS AND CONDITIONS, THE TERMS OF THIS AGREEMENT SHALL PREVAIL.

### **4. Support.**

During the Trial Period, Boxlight will provide technical support on all the Product(s) to the End Customer. Within ten (10) days of the date the Product(s) ship, the Premier Partner will provide a virtual or in-person Product orientation with the End Customer. Additionally, at least once per month during the Trial Period, Premier Partner will contact the End Customer to answer any questions about the Product(s) and provide any other reasonable support to maximize the End Customer experience.

### **5. Purchase and Payment.**

At least 15 days prior to the end of the Trial Period, Premier Partner must notify Boxlight in writing if End Customer does not intend to purchase the Products. Otherwise, at the end of the Trial Period, Boxlight will process the Authorized Partner's Purchase Order and invoice the Authorized Partner for the total amount of the Purchase Order plus applicable sales tax, handling fees, and shipping charges. Payment shall be due to Boxlight 30 days from the date of the invoice.

### **6. Return of Product and Discontinued Use of Software.**

Upon termination of this Agreement pursuant to Section 10 herein or upon receipt of written notification from the Premier Partner that they choose not to proceed with purchasing any of the Product(s), Boxlight will make arrangements with the Premier Partner for the shipping or collection of the returned Product(s) at Boxlight's expense for delivery to Boxlight's warehouse in Lawrenceville, Georgia within 15 days of the expiration of the Trial Period or within 15 days of the notice of termination. The End Customer and the Premier Partner agree that all returned Product(s) will be in the same condition and returned in its original packaging (normal wear and tear and defect excepted). If any of the returned Products are damaged or unsalable, Premier Partner agrees to be responsible for the cost of repair of the damaged Products or the full cost of the Product in the event it is unsalable as a result of damage. If the End Customer returns the Products at the end of the Trial Period, End Customer further agrees to immediately discontinue use of and destroy any software which was provided under this Agreement.

### **7. Indemnification.**

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement.

### **8. Limitation of Liability.**

To the maximum extent permitted by Washington law and with the exception of any indemnification obligations under this agreement, both end customer/end user and premier partner acknowledge that Boxlight is providing the products at no charge during the trial period. Boxlight's maximum liability and end customer's and authorized partner's sole remedy with respect to Boxlight under this agreement shall not exceed one hundred dollars (\$100). End customer and premier partner covenant that neither will initiate any legal action against Boxlight seeking to recover in excess of such amount. To the extent allowed by applicable law and with the exception of any indemnification obligations under this agreement, none of the parties will be liable for indirect, incidental, special or consequential damages arising out of or in connection with the use or performance of the product(s) during the term of this agreement.

**Term and Termination.**

This Agreement begins on the Effective Date and expires at the end of the Trial Period unless earlier termination as set forth herein. Boxlight may terminate this Agreement with respect to any or all Products set forth in Exhibit A immediately upon reasonable belief that the Products are in danger of being lost, stolen, or damaged in any way or upon any breach of this Agreement by the End Customer or the Premier Partner. The End Customer may terminate this Agreement at any time prior to the expiry of the Trial Period subject to the return obligations set forth in Section 6 above.

**9. Survival.**

Section 7, 8, 9, 10, 11, and 12 shall survive any termination or expiration of this Agreement.

**10. Choice of Law and Forum.**

The validity, performance and interpretation of these Terms will be governed by and construed in all respects under the laws of the State of Washington without giving effect to its conflicts of law principles.

**11. General.**

These Terms constitute the entire agreement between the parties with respect to the use of the Product(s) provided hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of these Terms will be binding unless in writing and signed by Boxlight.

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or other electronic means, and all such counterparts shall together constitute one and the same agreement.

**IN WITNESS WHERE OF**, the parties have executed this Agreement on the Effective date above.

<p>[ <b>End Customer</b> ]</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Print</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>	<p><b>Boxlight</b></p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Print</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
<p>[ <b>Premier Partner</b> ]</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Print</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>	



**Ultimate Untethered Classroom Bundle**

<b>Product Part #</b>	<b>Description of Product</b>
ProColor 700H Rainier IFP MOB PROCOLOR-WIN8OPSUHD BOX OKT 0055 USB 3.0-HUB USB-WIFI PROCOLOR-PEN PROCOLOR-710	ProColor 70" Interactive Flat Panel Rainier Flat Panel Mobile Stand WIN8 OPS Oktopus Interactive Software USB Hub WiFi Adapter Touch pens ProColor remote MimioStudio Software
	Keyboard & Mouse Microsoft Office Trial Trial license for ActivInspire/SMART Power strip

\*Partners please note needed items for install and setup.  
 Man power for 200+ lb panel (4 people recommended)  
 Allen Wrench, Socket Wrench, Phillips Screwdriver



**Shipping and receiving information**

School District: \_\_\_\_\_

School name & address: \_\_\_\_\_

IT Director name, phone, email: \_\_\_\_\_

Onsite contact name, phone, email: \_\_\_\_\_

\*Delivery Contact name: \_\_\_\_\_  
(must be present at time of delivery)

\*Delivery site phone number: \_\_\_\_\_

Email: \_\_\_\_\_

\*Delivery address: \_\_\_\_\_

Deliver address must be final destination of Boxlight product demo units.

Is there a loading ramp available to receive bundle? Yes \_\_\_\_\_ No \_\_\_\_\_  
Products can be shipped with lift gate.

Receiving hours at delivery location? \_\_\_\_\_

\*Contact information must be provided for final install location (not district or partner location)

What is the last day of school for this district? \_\_\_\_\_

Any additional receiving info?: \_\_\_\_\_

**Please return contract and PO to:**

Angie Newton | Business Development Coordinator

[angie.newton@boxlight.com](mailto:angie.newton@boxlight.com)

360.464.2119 x208