

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO AWE ACQUISITION, INC.'S AGREEMENT

THIS ADDENDUM (“Addendum”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and AWE Acquisition, Inc., (“AWE”), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the “parties”).

WHEREAS, subject to the changes herein, the parties have executed and accepted AWE's Purchase Quotations, Terms and Conditions, and Content Sheet, (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified library products, warranty and upgrade services, optional features, and shipping services (collectively the "Services"); and

WHEREAS, County desires that AWE provide Services as will be more specifically described in this Agreement; and

WHEREAS, AWE represents that it is qualified and desires to perform such Services; and

WHEREAS, AWE is the sole source provider of the specified library products to be purchased by the County, as indicated by the letter attached hereto as Exhibit "B" and incorporated fully by reference; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Scope of Services.** Subject to this Addendum, AWE will render Services to County as described in Exhibit A.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
3. **Limit of Appropriation.** AWE clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Five Thousand, Three Hundred Fifty-Three and 00/100 dollars (\$105,353.00), specifically allocated to fully discharge any and all liabilities

County may incur. AWE does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that AWE may become entitled to and the total maximum sum that County may become liable to pay to AWE shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Five Thousand, Three Hundred Fifty-Three and 00/100 dollars (\$105,353.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

4. **Public Information Act.** AWE expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by AWE shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless AWE or any other party for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees; Liability.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by AWE in any way associated with the Agreement. In no event will the County's liability whether in contract or tort, exceed the total amount of the fees and expenses paid to AWE by County pursuant to this Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, AWE hereby verifies that AWE and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating

to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, AWE does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, AWE does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, AWE does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
8. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear in this Addendum and the attached Exhibits.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, AWE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Use of Customer Name.** AWE may use County's name without County's prior written consent only in any of AWE's customer lists, any other use must be approved in advance by County.
11. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
12. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

13. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
14. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
15. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
16. **Personnel.** AWE represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that AWE shall furnish and maintain, at its own expense, adequate and sufficient personnel to perform the Services when and as required and without delays.

Should any Services be performed on-site by AWE Personnel at the County, AWE shall comply with, and ensure that all AWE Personnel comply with, all rules, regulations and policies of County that are communicated to AWE in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

17. **Compliance with Laws.** AWE shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, AWE shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
18. **Independent Contractor.** In the performance of work or services hereunder, AWE shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of AWE or, where permitted, of its subcontractors. AWE and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
19. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
20. **Non-Solicitation of Employees.** County agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of AWE; provided, that a general solicitation to the public for employment is not prohibited under this section.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution of both parties.

FORT BEND COUNTY

AWE ACQUISITION, INC.

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: AWE's Purchase Quotations, Terms and Conditions, and Content Sheet; and
Exhibit B: AWE's Sole Source Letter

Exhibit A

Inspiring discovery.

**AWE
LEARNING**

Preparing lives.®

Family & Friends Special Purchase Quotation

Quotation developed for: Jill Sumpter
 Organization ("Customer"): Fort Bend County Libraries
 New Customer? ☐ 6 Month Additional Warranty

Date: October 21, 2021
 Valid until: December 24, 2021

*Please open your product upon receipt to confirm a safe delivery.
 You have 30 days to request an exchange for equipment damaged in shipping.*

Item Number	Product	Quantity	Unit Cost	Total
AIO Model: Includes computer, keyboard, mouse, mouse pad and 3 year warranty				
BLS	ELS Bi-Lingual Spanish	6	\$ 3,499.00	\$ 20,994.00
Warranty & Upgrades Extend Plan (for All-in-one's only):				
EXTEND1	1 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 4 yrs.)	0	\$ 500.00	\$ -
EXTEND2	2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 yrs.)	6	\$ 1,000.00	\$ 6,000.00
Options:				
DJHP-AWE	AWE headphones with volume control, 90-Day limited warranty	0	\$ 36.00	\$ -
Y SPLITTER	Audio Y-splitter cable, 6 inch (allows 2 set of headphones simultaneously)	0	\$ 7.50	\$ -
REPLUG	Replug Mini-Stereo Breakaway Audio Adapter	0	\$ 22.00	\$ -
AIO STAND	Enhanced Support Stand (for All-in-One units) HP _____ DELL _____	6	\$ 165.00	\$ 990.00
LTMO-AWE	Little Mouse - Optical USB (one included with each system purchase)	0	\$ 30.00	\$ -
LB2B-AWE	Keyboard w/ colored keys (one included with each system purchase)	0	\$ 30.00	\$ -
MOUSE PAD	AWE Mouse Pad	0	\$ 6.00	\$ -
Customer Trade In Program :				
S/N:		S/N:		
D2PTBX003447		D2PTBX003474		
D2PTBX003494		D2PTBX003455		
D2PTBX003348		D2PTBX003564		
DISCOUNT	Family & Friends Special	10.00%	\$ (2,099.40)	-\$2,099.00
DISCOUNT	Trade In Program	\$ (150.00)	\$ (900.00)	-\$900.00
*SHIPPING		Shipping - All-In-Ones	6 \$ 50.00	\$300.00
* Surcharge for Alaska and Hawaii will be applied		Estimated Sales Tax	0.000%	\$ -
Market: <u>Library [LIB-LIB]</u>		TOTAL \$25,285.00		

If you are exempt, please include a copy of your sales tax certificate

NOTE: An authorized customer contact should sign and return a copy of this quote to AWE within 30 days, to accept this price quote

AWE Acquisition, Inc.		Fort Bend County Libraries		Q4_Plat2021
<u>Sandi Walter</u>	10/21/2021			
(Signature)	Date	(Signature)	Date	
		When fully executed, this document, including the attached Terms and Conditions which are incorporated herein by reference, is a binding Agreement		
Sandi Walter				
(Print Name)		(Print Name) / (Title)		
Senior Account Executive				
(Title)		Email Address & Phone Number		
* All invoices are sent via email unless otherwise requested		☐ Check here if you require a paper invoice		
From where do the funds for this purchase originate? _____				
Bill To Information		Ship To Information		
Name: Jill Sumpter		Name: Jill Sumpter		
Organization: Fort Bend County Libraries		Organization: Fort Bend County Libraries		
Address: 1003 Golfview Drive		Address: 1003 Golfview Drive		
City, State, Zip: Richmond, TX 77469		City, State, Zip: Richmond, TX 77469		
Phone / Fax: 281.633.4766		Phone / Fax: 281.633.4766		
Email: jill.sumpter@fortbend.lib.tx.us		Email: jill.sumpter@fortbend.lib.tx.us		
PAYMENT TYPE: Net 15 Terms or Credit Card: VISA MC DISC AMEX / # - - - - - EXP. -				
NAME ON CREDIT CARD (If Applicable): _____				
Key (primary AWE) Contact NAME: _____		Email: _____		Phone: _____
Warranty & Upgrade Contact NAME: _____		Email: _____		Phone: _____
© 2017 AWE Acquisition, Inc. All Rights Reserved. Confidential & Proprietary				
2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013				
Phone (610) 833-6400 • Fax (610) 833-6440 • Email: orders@awelearning.com • www.awelearning.com				

Terms and Conditions

General: These Terms and Conditions are incorporated by reference into each Quotation or Purchase Agreement with an invoice to Customer, and form part of a legally binding agreement between Customer and AWE Acquisition, Inc. ("AWE"), which are referred to herein as either "Terms and Conditions" or this "Agreement." Customer agrees to these Terms and Conditions by 1) entering into a Purchase Agreement with AWE; 2) accepting delivery of and/or using the material or service provided by AWE to Customer; or 3) downloading, installing or using any software or content provided to you by AWE. These Terms and Conditions are subject to change without prior notice.

Invoicing and Payment: AWE will invoice Customer for all AWE learning products and related accessories when they are shipped to the Customer. AWE will invoice Customer for subscription and renewal products including all ELF™ products and Platinum Online when activated. All invoices are sent via e-mail unless Customer provides a written request for a hardcopy. Emailed invoices are binding as a paper invoice even if a paper invoice is requested. Customer agrees to make payment for the full invoice amount due to AWE according to the invoice to Customer within 15 days of the invoice date ("Due Date"). Any payment received after the Due Date is considered past due ("Past Due").

Returns and Exchanges: Customer has thirty (30) calendar days to return or exchange a hardware item from the date it was received. Only items that have been purchased directly from AWE can be returned or exchanged. To return or exchange an item to AWE, Customer must first email support@awelearning.com to request a return merchandise authorization (RMA) number. All returned items must be repackaged in their original packaging with all cords, adaptors, and documentation that were included with the original shipment. Partial returns will not be accepted. All returns must be received by AWE within twenty (20) calendar days from the RMA issuance date. A restocking fee of 15% (of the purchase price) will be charged to Customer for all returns and exchanges. Customer is responsible for all applicable return shipping and packaging costs. AWE Learning will provide a return shipping label; associated costs will be deducted from your order refund for return postage. No returns or exchanges are accepted on ELF Child-Safe Browser™, ELF Reading & Reference™, or Platinum Online subscription licenses.

Delinquent Payment: The Customer agrees to pay interest on all Past Due amounts at the lesser of 1.5% per month or the highest rate allowed by law. In the event legal action is required to collect any amount due, Customer also agrees to pay collection costs and attorney's fees incurred by AWE in a successful collection effort. AWE may suspend services, suspend further shipment of product(s) and/or terminate the Agreement in the event that Customer fails to make full payment within thirty (30) days after receiving notice of delinquency. Notice of delinquency may be sent via email or hard copy. Termination of the Agreement shall not alter Customer's obligation to make full payment under this Agreement.

End User Rights Granted: Access to and use of ELF™, Platinum Online and other software, and all other information, administrative tools, and documentation that may be included in or with AWE products (the "Content") are non-exclusively licensed, and not sold, to Customer, without the right to grant sublicenses, re-sell, distribute or otherwise commercially exploit. During the term of this license and any subsequent license renewals (the "License Period"), AWE grants the Customer the right only to use the Content as an End User. Customer shall not copy in whole or in part (except for back-up purposes only), reproduce, modify, adapt, translate, auction, loan, lease, assign or transfer the Content, or create derivative works based upon the Content. The ELF Child-Safe Browser™ or ELF Reading & Reference™ is licensed for the number of building licenses granted by this Agreement. The Platinum Online Service includes one master account and a number of concurrent logins as set forth on the Purchase Quotation. AWE defines a building or location license as a maximum of 500 active installations distributed from a discrete Customer location. Customer obtains no right, title or interest to any intellectual property owned by AWE or residing in the Content. Any unauthorized use by Customer of the Content shall immediately and automatically terminate the license granted herein.

Limited Warranty on Hardware: Hardware warranties are an extension of, and limited to, the OEM warranty. AWE warrants that hardware products and accessories sold by AWE will be free against defects in materials and workmanship when used normally during the warranty period. Warranty periods vary by product. The Warranty does not cover defects or problems resulting from: (i) External causes such as accident, abuse, misuse, or electrical power problems; (ii) Servicing not authorized by AWE; (iii) Usage not in accordance with product instructions; (iv) Improper or unauthorized maintenance or modification; or (v) Usage of accessories, parts, or components not supplied or supported by AWE. This Limited Warranty does not cover any Products for which AWE has not received payment.

Warranty, Upgrade and Services Period on Bundled Products: AWE bundled hardware and software desktop products ("AWE Learning Stations") include a three-year limited warranty period, periodic software upgrades, and On-line Services from the date of shipment. AWE will notify customer periodically of software upgrade as they become available. AWE bundled hardware and software tablet products ("AWE Tablets") include a two-year limited warranty, no software upgrades, and On-Line services from the date of shipment. AWE's limited warranty on AWE Learning Stations and AWE Tablets is limited to the computer, software, keyboard, and mouse. Headphones include a 90-day limited warranty. Other optional accessories do not include a warranty.

Optional Extended Warranty, Upgrade and Services Period: Extended warranty, upgrade, and services are available for purchase for year four and five on eligible hardware and software products and accessories (not available on Platinum Online Service). Warranty, upgrade, and service periods must run consecutively (e.g., a year five extension may not be purchased without the purchase of a year four extension) and cannot exceed five years from the original date of shipment. Each one-year warranty, upgrade, and service extension will entitle Customer to all software updates during the extension period to the extent a software upgrade is released. AWE will notify Customer periodically of software upgrades as they become available. Customer is responsible for informing AWE of any changes to Customer's contact information and for scheduling and coordinating software upgrade installations.

Optional Accidental Damage Warranty: Optional accidental damage warranty is available for purchase on eligible AWE Tablets. Accidental damage warranty provides coverage for certain physical loss or damage not covered by the limited hardware warranty as specified here in. AWE agrees to repair or replace tablet products covered under the accidental damage warranty during the coverage period for any physical loss or damage caused by: i) Accidental liquid spill in or on the tablet; ii) Accidental damage to the tablet due to unintentional drop or collision; or iii) Physical damage caused by any power surge. Accidental damage warranty does not cover physical loss or damage caused by: i) Damage due to being submerged in liquid or due to fire, flood, or other acts of nature; ii) Intentional damage; iii) Normal wear and tear; iv) Cosmetic damage; or iv) Theft or loss. AWE's liability is limited in the aggregate to the total purchase price of the tablet as evidenced in a valid purchase invoice. AWE may at its discretion decide to repair or replace the damaged item with items similar or equivalent to the original purchased item. There is a limit of only one claim per registered serial number.

On-line Services: On-line services include Customer access to AWE's customer web portal, Customer account management, usage tracking, and all on-line reporting and dashboard facilities ("On-line Services"). AWE maintains the right to disable On-line Services for Customer products whose warranty, upgrade, and services period has expired and/or whose contractual subscription has ended or been terminated.

Terms and Conditions (cont'd)

Technical Support and FAQ: For a list of frequently asked questions (FAQs) or to make a technical support request please visit us online at <http://awelearning.com/support/> or email us at support@awelearning.com.

Limitation of Liability: AWE warrants that it will perform all services associated within this agreement in a professional and workman like manner. In no event will AWE's liability whether in contract or tort, exceed the total amount of the fees and expenses paid to it by the Customer under this Agreement. Access to the ELF Child-Safe Browser™, ELF Reading & Reference™, and Platinum software content is provided on an "as is" basis and AWE makes no representations or warranties, either express or implied, of any kind with respect to the content and disclaims all warranties, express or implied, including, but not limited to, the merchantability and fitness for a particular purpose or the continued availability for use of the content. In the event of termination of access to the Content, in the case of subscribers, AWE's liability shall be limited to the refund to a registered subscriber of any subscriber fees corresponding to a pre-paid subscription. Institutional subscribers such as schools, child care, and libraries should independently verify that all Content provided via ELF and Platinum Online is appropriate for the intended audience or educational purpose. AWE's liability for warranty replacement or repair is as stated above, and shall be strictly construed. AWE has no liability whatsoever for indirect, consequential or incidental damages under contract or tort or claims of loss of data, revenue or profits.

Liability and Indemnification: AWE shall indemnify, defend and hold harmless Customer, its officers, employees and designated representatives from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of an assertion that Customer's use of Content infringes on the intellectual property rights of a third party, or for bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was proximately caused by the intentional or negligent acts of any of AWE's officers, employees, agents or authorized sub-contractors (including suppliers). Customer shall indemnify defend and hold harmless AWE, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the intentional or negligent acts of Customer's its officers, employees, agents or authorized sub-contractors (including suppliers).

Proprietary, Confidential and Non-Disclosure Agreement: Each party acknowledges that all information concerning the other party which is designated by the party as "Confidential and Proprietary" shall be deemed to be Confidential and Proprietary Information. Confidential and Proprietary Information is not meant to include any information, which, at the time of disclosure, is generally known by the public. Each party agrees that it will not permit the duplication, use, or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of their obligation under this Agreement and as necessary to secure the performance of obligations hereunder by legal means), unless authorized in writing by the other party. Neither party shall use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity releases or advertising without securing the prior written approval of the other party, such approval not to be unreasonably withheld; provided that AWE shall have the right, without Customer's approval to use Customer's name in its general list of customers. Each party agrees to hold in confidence any such Confidential and Proprietary information disclosed pursuant to this Agreement for a period of 3 years from the effective date of this Agreement. The parties shall have no obligation to maintain such information in confidence provided, they can show that such information (i) was in their possession prior to disclosure of such information, (ii) is or becomes publicly available through no fault of the party or (iii) was developed by the party independent of this Agreement.

Ownership Rights: AWE shall retain all right, title and interest in all technical information, inventions, patents, trade secrets, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable, that are developed pursuant to performance of the services hereunder, or are included in the Content.

Relationship and Right to Employ: AWE is an independent contractor and nothing in this Agreement shall be deemed to create a partnership or joint venture between Customer and AWE. As an independent contractor, AWE shall be responsible for withholding and paying all employment taxes, unemployment insurance, workers' compensation insurance and benefits for its employees. During the term of this Agreement, and any extensions thereto, Customer and AWE agree not to engage in either solicitation or recruitment of each other's employees.

Term : This Agreement shall be effective when signed by both the Customer and AWE and thereafter remain in effect as hereinafter stated (unless otherwise stated in the Agreement). All AWE Learning Stations have an initial term of three years from the date of shipment, unless otherwise extended. AWE Tablets have an initial term of two years from the date of shipment, unless otherwise extended. All ELF Child-Safe Browser™ or ELF Reading & Reference™ and subscription licenses and Platinum Online Services have an initial term of one year from the date of activation, unless otherwise extended.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Final Agreement: This Agreement and exhibits contain the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the services. This Agreement cannot be modified except in a writing signed by both parties.

Customer Loyalty Program

General: The Customer Loyalty Program provides eligible Customers with a discount off the purchase of a new AWE Learning Station or AWE Tablet in return for exchanging, recycling, or repurposing a previously purchased AWE Learning Station or AWE Tablet. AWE requires that certain models be sent back to its return center. Your sales representative will identify models that need to be sent back. AWE will provide free shipping and packaging for return of those specific models. The Customer Loyalty Program is subject to change without prior notice.

Eligibility: Any Customer who has previously purchased an AWE Learning Station or Tablet, and desires to exchange, recycle, or repurpose it, in return for a discount off the purchase of a new AWE Learning Station or Tablet is eligible to participate in the Customer Loyalty Program. Only one credit will be provided per exchanged, recycled, or repurposed computer. Customer acknowledges and agrees that by participating in the Customer Loyalty Program, that it owns the property free and clear of any lien or encumbrance and that it has full power and authority to transfer the ownership of said property. AWE maintains the right to determine whether a previously purchased AWE product must be exchanged or recycled in order to be eligible to participate in the Customer Loyalty Program.

Scheduling and Shipping: Participating customers who are exchanging a previous purchase (not recycling it) will receive shipping instructions and shipping labels as part of their replacement purchase. Customer is responsible for scheduling a shipping (pick-up) date and time no later than five business days after receipt of shipping materials and labels, unless mutually agreed otherwise by Customer and AWE. Equipment will be picked-up from a location accessible by the shipping company at Customer's site. Equipment will be transported to AWE's processing site within 10 business days from the date of the pick-up. Additional time required for shipments from Hawaii, Alaska and Puerto Rico is acceptable.

Packaging: Customer is responsible for packing the equipment using the packing materials received as part of the replacement purchase.

Software/Data Backup: Customer is responsible for the backup of any data Customer needs or wishes to retain and for the removal of any confidential or sensitive data, including data that may be subject to unique rules regarding disclosure, accountability, or disposal. AWE is not responsible for the restoration of any data or software removed from the system by AWE or the Customer. AWE does not accept liability for lost data or software resulting from Customer's backup activities (or failure to backup), any restoration of data or software, or for compliance with special rules that may apply to data on Customer's equipment.

Fees: There is no fee to the Customer for return scheduling and shipping services (within the continental United States) provided that the Customer meets all Terms and Conditions of the Customer Loyalty Program. However, additional fees may apply for cancelled or rescheduled shipments. Customer is responsible for any costs incurred if incorrect products are identified and sent for shipment.

Returns and Exchanges: The Customer Loyalty Program does not offer returns or exchanges. AWE will not be able to return equipment once it has been picked up. A Customer Loyalty Program order may be canceled before an equipment pick-up is performed. Cancellation requests can be made online using the support link on AWE's homepage (www.awelearning.com/support). Customer is responsible for canceling any shipping (pick-up) arrangements with such provider directly.

Not Transferable: These services are not transferable.

No Contaminated Products: The service is not intended for equipment that is or has become contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new equipment or otherwise associated with normal office environments.

Title and Risk of Loss: AWE will bear no risk of loss or damage to the equipment during shipment to AWE or its processing site(s). Title will be deemed to pass to AWE or its provider upon receipt and possession of the equipment by AWE or its provider.

Claims of Confidentiality of Proprietary Rights: Customer agrees that any information or data disclosed or sent to AWE, over the phone, telephonically, electronically or otherwise, is not confidential or proprietary to Customer.

Commercially Reasonable Limits to Scope of Service: In the course of providing the service, AWE may determine that the issue is beyond the scope of the service. AWE may use commercially reasonable efforts to refer Customer to the appropriate alternative resource.

Warranty: AWE warrants that it will perform the services with commercially reasonable care. AWE makes no other warranty and disclaims all other warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability: AWE will not be liable for lost profits, loss of business, lost data or software resulting from Customer's backup activities (or failure to backup), or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. Customer agrees that AWE is not liable or responsible for any amount of losses or damages above the aggregate dollar amount paid for the purchase of these services for the specific item or items of equipment which caused the losses or damages.

Inspiring discovery.

**AWE
LEARNING**

Preparing lives.®

**NEW
Version!**

Version 2 of our Early Literacy Station™ Platinum,
AfterSchool Edge™ Platinum, and Bilingual Spanish Literacy Station Platinum
are AWE Learning's newest digital learning resource for young learners.

Each product is pre-loaded with 85+ STREAM-aligned educational titles and
includes NEW content, NEW interfaces, NEW avatars, NEW Customer Portal, and more!

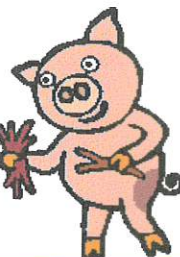
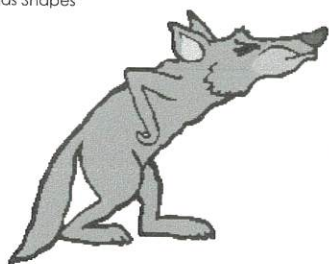
Content Sheet

All Early Literacy Station Platinum, AfterSchool Edge Platinum, and
Bilingual Spanish Literacy Station products include titles listed below.
Titles on the back include product specific titles, and add-on bundle titles.

Early Literacy Station Platinum (ELS) • Bilingual Spanish Literacy Station Platinum (BLS) • AfterSchool Edge Platinum (ASE)

Content Title	ELS	BLS	ASE	Content Title	ELS	BLS	ASE
ABC Trains	✓	✓	✓	Kids Sight Words	✓	✓	✓
Birthday Party - RoboGarden	✓	✓	✓	Mia Math	✓	✓	✓
Cartoon - Cyberbullying: Be Kind Online	✓	✓	✓	Mia Reading	✓	✓	✓
Cartoon - Privacy: Online Friends are Not Real Friends	✓	✓	✓	Miss Spider - The Scavenger Hunt	✓	✓	✓
Cartoon - Safe Posting: Pause Before You Post	✓	✓	✓	Multiplication Rap	✓	✓	✓
Come Alive Listening	✓	✓	✓	Our World	✓	✓	✓
Come Alive Nursery Rhymes	✓	✓	✓	Paint the Square	✓	✓	✓
Comic - Cyberbullying: Be Kind Online	✓	✓	✓	Pango Build City	✓	✓	✓
Connect Diagonally	✓	✓	✓	Pango Build Park	✓	✓	✓
Connect the Dots	✓	✓	✓	Science Games	✓	✓	✓
Contraption Maker	✓	✓	✓	Stellaluna	✓	✓	✓
Didi & Ditto First Grade	✓	✓	✓	Telling Time Games	✓	✓	✓
Didi & Ditto Kindergarten	✓	✓	✓	Three Little Pigs	✓	✓	✓
Didi & Ditto Preschool	✓	✓	✓	Tim the Fox - Mosaic	✓	✓	✓
Fingertapps Jelly Jigsaw	✓	✓	✓	Tim the Fox - Paint	✓	✓	✓
Fingertapps Music - Band	✓	✓	✓	Tim the Fox - Puzzles	✓	✓	✓
Fingertapps Music - Solo	✓	✓	✓	Time Bird	✓	✓	✓
Fingertapps Paint	✓	✓	✓	Tiny Builders	✓	✓	✓
Geometry Shapes - Kindergarten	✓	✓	✓	Tortoise & the Hare	✓	✓	✓
Join the Dots: Cars, Engines & Trucks	✓	✓	✓	Tux Paint	✓	✓	✓
Kids Jigsaw Animal Puzzles	✓	✓	✓	Tux Typing	✓	✓	✓
Kids Learn Colors	✓	✓	✓	Typing Instructor for Kids**	✓	✓	✓
Kids Learn to Read	✓	✓	✓	World of Goo	✓	✓	✓
Kids Numbers and Math	✓	✓	✓	Writing Wizard	✓	✓	✓
Kids Shapes	✓	✓	✓				

**Title is not included on V2 tablets.



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Base Product & Bundle Packages

Inform users what content is offered by putting a check in the box for the product(s) you have!

Early Literacy Station Platinum

Alive Alphabet Tracing AutiSpark Beginning Reading Beginning Reading - with Phonics Brain Games for Kids Comic - Privacy: Online Friends are Not Real Friends Find It: Animals Around the World Flash Action Phonics Geometry Shapes - PreK Humpty Dumpty JumpStart PreSchool Kids Learn About Music Kids Learn to Sort Kids Spelling & Reading Games Kids Telling Time Kindergarten Addition & Subtraction Learning Languages with Amy Money & Making Change Monster ABC My Amazing Human Body**	PopMath Puzzle Shapes Science & Nature 1: • My Planet & Me • On the Farm • Pluto the Lonely Dwarf Planet • The Seasons Science & Nature 2: • Our Solar System • Rocks • The Ice Age • Volcanoes Sesame Street Learn, Play & Grow Sid the Science Kid: Primary Colors Sid the Science Kid: Reused Robots Sight Word Games Silly Pictures Silly Sentences Super Star Movies Telling Time The Gingerbread Man Thomas: The Sound Song
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**Title is not included on V2 tablets.

AfterSchool Edge Platinum

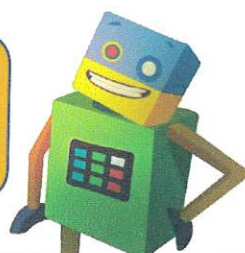
1st Grade Math Arthur's Teacher Trouble Baggin' the Dragon Beginning Fractions & Decimals* BRAINTastic Maths BRAINTastic Reading Success Comic - Downloading Danger Comic - Safe Posting: Pause Before You Post Conversational Spanish 1 & 2* Cursive Writing Wizard DIVIDO Modern Division Rap* Earth Science Find It: A Trip to the City Fox Factory Geo Flags Academy Geography Games Hexologic Know Your USA Goldilocks & the Three Bears Life Science* Little Red Riding Hood Math Doodles Math Wizard Mia Science	Monster Club: • Mr. Funny Bones • Night of the Living Pets • The Monster Club • The Sandman Sleepover My Amazing Human Body My Terrific Spaceship New Kids on the Block Number Diner Number Run Pango One Road Phonics 3: Help Me 2 Learn Phonics 4: Help Me 2 Learn PopGeo** Return to Mechanica Sid the Science Kid: Pollination Sid the Science Kid: States of Water Spanish Volumes 1 & 2 Sports • Alice Throws a Strike • Casey at the Bat • Jessie Owens: Never Give Up • The Goalie's Crazy Contest The Berenstain Bears Get in a Fight Typing Instructor Platinum Typing Tournament Ultimate Math Invaders U.S. Map Volcanic Panic - Version 2 Words Rock Writing Strategies*
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*Title is not included when combined with an EL5 or ASE bundle on V2 tablets.

**Title is not included on V2 tablets.

RoboGarden

Includes 200+ coding activities!



Bilingual Spanish Literacy Station Platinum

ABC Dinos Alive Alphabet Tracing Arthur's Birthday: Español BBC Science Simulations Berenstain Bears Get in a Fight: English & Español Canciones para Niños Conceptos De Principiante : • La Ropa • La Calabaza Feliz • Las Formas son Super • Mi Cuerpo Connect Diagonally - Spanish Didi & Ditto - Spanish Dino Tim - Spanish Educative Bebe - Flash Tarjetas Fingertapps Skywriter Flash Action - Addition & Subtraction - English & Spanish	Flash Action - Division & Multiplication - English & Spanish Geometry Shapes - Kindergarten - Spanish Join the Dots: Cars, Engines & Trucks - Spanish Juegos de Ciencias Junta Los Puntos KIDpedia Interactive KIDpedia Interactive - Español Kids Jigsaw Animal Puzzles - Spanish Learn Colors - Spanish Learn Parts of the Body - Spanish Learn Spanish - Let's Play Inside Learn Spanish - Let's Play Outside Lil Monsters • How Are You? • What Time Is It? • Who Is At My School? • Who Is On My Street?	Little Monster at School - English Little Monster at School - Spanish Little Pim: Animals (Spanish) Little Pim: Colors (Spanish) Little Pim: Feelings (Spanish) Little Pim: Numbers (Spanish) Math Doodles Mathland - English & Spanish Mia Math - Spanish Monster Numbers - English & Español Multiplicación Rap Paint the Squares - Spanish People & Places: • At the Parade • At the Playground • Back to School • The Little Red Train Tries	Pequeños Monstruos: • Cómo Estás? • Qué Hora Es? • Quién Está en Mi Calle? • Quién Está en Mi Escuela? Personas Y Lugares • A La Escuela • El Pequeño Tren Rojo • En El Desfile • En El Patio de Juegos Smile & Learn - English & Spanish Spanish School Bus I Telling Time Games - Spanish Tim the Fox - Mosaic - Español Tim the Fox - Paint - Español Tim the Fox - Puzzle - Español Tortoise & the Hare - Español Tux Paint - Español
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www.awelearning.com

AWE Learning's content supports all curriculum areas and covers all components of STREAM education. Content titles as of August 2021. Subject to change.

Exhibit A

AWE LEARNING

What's NEW with AWE Learning All-In-One Workstations & Tablets?

Early Literacy Station™ Platinum

AfterSchool Edge™ Platinum

Bilingual Spanish Literacy Station Platinum

Bilingual French Literacy Station Platinum

Version 2
is here!

- NEW STREAM-aligned content
- NEW STREAM-themed interfaces
- NEW avatars
- NEW search feature
- NEW Index
- Updated ELF Child-Safe Browser
- Revamped Administrative Panel and Customer Portal
- Add-On Bundles available



Version 2 of the Early Literacy Station™ Platinum, AfterSchool Edge™ Platinum, Bilingual Spanish Literacy Station Platinum, and Bilingual French Literacy Station Platinum offers the same safe, pre-loaded and educational workstations our customers love but with a brand new look and feel!

Also includes nearly all titles from Version 1, which was awarded Platinum in the 2020 & 2021 Modern Library Awards!



2021 MODERN LIBRARY AWARDS
PLATINUM AWARD

Bring fun, safe, and engaging, digital learning resources to the children in your community!

Contact me today to learn moresh!

Sandi Walter

714.293.1712

walters@awelearning.com

www.awelearning.com

Inspiring discovery. **AWE** Preparing lives.[®] LEARNING

Family & Friends Special Purchase Quotation

Quotation developed for: Jill Sumpter Date: October 21, 2021
 Organization ("Customer"): Fort Bend County Libraries Valid until: December 24, 2021

☐ **Please open your product upon receipt to confirm a safe delivery .**
You have 30 days to request an exchange for equipment damaged in shipping.

Item Number	Product	Quantity	Unit Cost	Total
<u>AIO Model: Includes computer, keyboard, mouse, mouse pad and 3 year warranty</u>				
BLS	ELS Bi-Lingual Spanish	19	\$ 3,499.00	\$ 66,481.00
<u>Warranty & Upgrades Extend Plan (for All-in-one's only):</u>				
EXTEND1	1 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 4 yrs.)	0	\$ 500.00	\$ -
EXTEND2	2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 yrs.)	19	\$ 1,000.00	\$ 19,000.00
<u>Options:</u>				
DJHP-AWE	AWE headphones with volume control, 90-Day limited warranty	0	\$ 36.00	\$ -
Y SPLITTER	Audio Y-splitter cable, 6 inch (allows 2 set of headphones simultaneously)	0	\$ 7.50	\$ -
REPLUG	Replug Mini-Stereo Breakaway Audio Adapter	0	\$ 22.00	\$ -
AIO STAND	Enhanced Support Stand (for All-in-One units) HP _____ DELL _____	19	\$ 165.00	\$ 3,135.00
LTM0-AWE	Little Mouse - Optical USB (one included with each system purchase)	0	\$ 30.00	\$ -
LB2B-AWE	Keyboard w/ colored keys (one included with each system purchase)	0	\$ 30.00	\$ -
MOUSE PAD	AWE Mouse Pad	0	\$ 6.00	\$ -
<u>Customer Trade In Program :</u>				
S/N: _____		S/N: _____		
MSAA75F7S0102724		MSAA75G4S0102787-See attached list		
DISCOUNT	Family & Friends Special	10.00%	\$ (6,648.10)	-\$6,648.00
DISCOUNT	Trade In Program	\$ (150.00)	\$ (2,850.00)	-\$2,850.00
*SHIPPING		Shipping - All-In-Ones	19 \$ 50.00	\$950.00
* Surcharge for Alaska and Hawaii will be applied		Estimated Sales Tax	0.000%	\$ -
Market: <u>Library [LIB-LIB]</u>		TOTAL \$80,068.00		

If you are exempt, please include a copy of your sales tax certificate

NOTE: An authorized customer contact should sign and return a copy of this quote to AWE within 30 days, to accept this price quote

AWE Acquisition, Inc. <u>Sandi Walter</u> 10/21/2021 (Signature) Date Sandi Walter (Print Name) Senior Account Executive (Title)	Fort Bend County Libraries Q4_Plat2021 (Signature) Date When fully executed, this document, including the attached Terms and Conditions which are incorporated herein by reference, is a binding Agreement (Print Name) / (Title) Email Address & Phone Number ☐ Check here if you require a paper invoice
* All invoices are sent via email unless otherwise requested	
From where do the funds for this purchase originate? _____	
Bill To Information Name: <u>Jill Sumpter</u> Organization: <u>Fort Bend County Libraries</u> Address: <u>1003 Golfview Drive</u> City, State, Zip: <u>Richmond, TX 77469</u> Phone / Fax: <u>281.633.4766</u> Email: <u>jill.sumpter@fortbend.lib.tx.us</u>	Ship To Information Name: <u>Jill Sumpter</u> Organization: <u>Fort Bend County Libraries</u> Address: <u>1003 Golfview Drive</u> City, State, Zip: <u>Richmond, TX 77469</u> Phone / Fax: <u>281.633.4766</u> Email: <u>jill.sumpter@fortbend.lib.tx.us</u>

PAYMENT TYPE: ☐ Net 15 Terms or Credit Card: ☐ VISA ☐ MC ☐ DISC ☐ AMEX / # _____ - _____ - _____ EXP. _____

NAME ON CREDIT CARD (If Applicable): _____

Key (primary AWE) Contact NAME: _____ Email: _____ Phone: _____
 Warranty & Upgrade Contact NAME: _____ Email: _____ Phone: _____

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Confidential & Proprietary

2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013
 Phone (610) 833-6400 • Fax (610) 833-6440 • Email: orders@awelearning.com • www.awelearning.com

Terms and Conditions

General: These Terms and Conditions are incorporated by reference into each Quotation or Purchase Agreement with an invoice to Customer, and form part of a legally binding agreement between Customer and AWE Acquisition, Inc. ("AWE"), which are referred to herein as either "Terms and Conditions" or this "Agreement." Customer agrees to these Terms and Conditions by 1) entering into a Purchase Agreement with AWE; 2) accepting delivery of and/or using the material or service provided by AWE to Customer; or 3) downloading, installing or using any software or content provided to you by AWE. These Terms and Conditions are subject to change without prior notice.

Invoicing and Payment: AWE will invoice Customer for all AWE learning products and related accessories when they are shipped to the Customer. AWE will invoice Customer for subscription and renewal products including all ELF™ products and Platinum Online when activated. All invoices are sent via e-mail unless Customer provides a written request for a hardcopy. Emailed invoices are binding as a paper invoice even if a paper invoice is requested. Customer agrees to make payment for the full invoice amount due to AWE according to the invoice to Customer within 15 days of the invoice date ("Due Date"). Any payment received after the Due Date is considered past due ("Past Due").

Returns and Exchanges: Customer has thirty (30) calendar days to return or exchange a hardware item from the date it was received. Only items that have been purchased directly from AWE can be returned or exchanged. To return or exchange an item to AWE, Customer must first email support@awelearning.com to request a return merchandise authorization (RMA) number. All returned items must be repackaged in their original packaging with all cords, adaptors, and documentation that were included with the original shipment. Partial returns will not be accepted. All returns must be received by AWE within twenty (20) calendar days from the RMA issuance date. A restocking fee of 15% (of the purchase price) will be charged to Customer for all returns and exchanges. Customer is responsible for all applicable return shipping and packaging costs. AWE Learning will provide a return shipping label; associated costs will be deducted from your order refund for return postage. No returns or exchanges are accepted on ELF Child-Safe Browser™, ELF Reading & Reference™, or Platinum Online subscription licenses.

Delinquent Payment: The Customer agrees to pay interest on all Past Due amounts at the lesser of 1.5% per month or the highest rate allowed by law. In the event legal action is required to collect any amount due, Customer also agrees to pay collection costs and attorney's fee incurred by AWE in a successful collection effort. AWE may suspend services, suspend further shipment of product(s) and/or terminate the Agreement in the event that Customer fails to make full payment within thirty (30) days after receiving notice of delinquency. Notice of delinquency may be sent via email or hard copy. Termination of the Agreement shall not alter Customer's obligation to make full payment under this Agreement.

End User Rights Granted: Access to and use of ELF™, Platinum Online and other software, and all other information, administrative tools, and documentation that may be included in or with AWE products (the "Content") are non-exclusively licensed, and not sold, to Customer, without the right to grant sublicenses, re-sell, distribute or otherwise commercially exploit. During the term of this license and any subsequent license renewals (the "License Period"), AWE grants the Customer the right only to use the Content as an End User. Customer shall not copy in whole or in part (except for back-up purposes only), reproduce, modify, adapt, translate, auction, loan, lease, assign or transfer the Content, or create derivative works based upon the Content. The ELF Child-Safe Browser™ or ELF Reading & Reference™ is licensed for the number of building licenses granted by this Agreement. The Platinum Online Service includes one master account and a number of concurrent logins as set forth on the Purchase Quotation. AWE defines a building or location license as a maximum of 500 active installations distributed from a discrete Customer location. Customer obtains no right, title or interest to any intellectual property owned by AWE or residing in the Content. Any unauthorized use by Customer of the Content shall immediately and automatically terminate the license granted herein.

Limited Warranty on Hardware: Hardware warranties are an extension of, and limited to, the OEM warranty. AWE warrants that hardware products and accessories sold by AWE will be free against defects in materials and workmanship when used normally during the warranty period. Warranty periods vary by product. The Warranty does not cover defects or problems resulting from: (i) External causes such as accident, abuse, misuse, or electrical power problems; (ii) Servicing not authorized by AWE; (iii) Usage not in accordance with product instructions; (iv) Improper or unauthorized maintenance or modification; or (v) Usage of accessories, parts, or components not supplied or supported by AWE. This Limited Warranty does not cover any Products for which AWE has not received payment.

Warranty, Upgrade and Services Period on Bundled Products: AWE bundled hardware and software desktop products ("AWE Learning Stations") include a three-year limited warranty period, periodic software upgrades, and On-line Services from the date of shipment. AWE will notify customer periodically of software upgrade as they become available. AWE bundled hardware and software tablet products ("AWE Tablets") include a two-year limited warranty, no software upgrades, and On-Line services from the date of shipment. AWE's limited warranty on AWE Learning Stations and AWE Tablets is limited to the computer, software, keyboard, and mouse. Headphones include a 90-day limited warranty. Other optional accessories do not include a warranty.

Optional Extended Warranty, Upgrade and Services Period: Extended warranty, upgrade, and services are available for purchase for year four and five on eligible hardware and software products and accessories (not available on Platinum Online Service). Warranty, upgrade, and service periods must run consecutively (e.g., a year five extension may not be purchased without the purchase of a year four extension) and cannot exceed five years from the original date of shipment. Each one-year warranty, upgrade, and service extension will entitle Customer to all software updates during the extension period to the extent a software upgrade is released. AWE will notify Customer periodically of software upgrades as they become available. Customer is responsible for informing AWE of any changes to Customer's contact information and for scheduling and coordinating software upgrade installations.

Optional Accidental Damage Warranty: Optional accidental damage warranty is available for purchase on eligible AWE Tablets. Accidental damage warranty provides coverage for certain physical loss or damage not covered by the limited hardware warranty as specified herein. AWE agrees to repair or replace tablet products covered under the accidental damage warranty during the coverage period for any physical loss or damage caused by: i) Accidental liquid spill in or on the tablet; ii) Accidental damage to the tablet due to unintentional drop or collision; or iii) Physical damage caused by any power surge. Accidental damage warranty does not cover physical loss or damage caused by: i) Damage due to being submerged in liquid or due to fire, flood, or other acts of nature; ii) Intentional damage; iii) Normal wear and tear; iv) Cosmetic damage; or iv) Theft or loss. AWE's liability is limited in the aggregate to the total purchase price of the tablet as evidenced in a valid purchase invoice. AWE may at its discretion decide to repair or replace the damaged item with items similar or equivalent to the original purchased item. There is a limit of only one claim per registered serial number.

On-line Services: On-line services include Customer access to AWE's customer web portal, Customer account management, usage tracking, and all on-line reporting and dashboard facilities ("On-line Services"). AWE maintains the right to disable On-line Services for Customer products whose warranty, upgrade, and services period has expired and/or whose contractual subscription has ended or been terminated.

Terms and Conditions (cont'd)

Technical Support and FAQ: For a list of frequently asked questions (FAQs) or to make a technical support request please visit us online at <http://awelearning.com/support/> or email us at support@awelearning.com.

Limitation of Liability: AWE warrants that it will perform all services associated within this agreement in a professional and workman like manner. In no event will AWE's liability whether in contract or tort, exceed the total amount of the fees and expenses paid to it by the Customer under this Agreement. Access to the ELF Child-Safe Browser™, ELF Reading & Reference™, and Platinum software content is provided on an "as is" basis and AWE makes no representations or warranties, either express or implied, of any kind with respect to the content and disclaims all warranties, express or implied, including, but not limited to, the merchantability and fitness for a particular purpose or the continued availability for use of the content. In the event of termination of access to the Content, in the case of subscribers, AWE's liability shall be limited to the refund to a registered subscriber of any subscriber fees corresponding to a pre-paid subscription. Institutional subscribers such as schools, child care, and libraries should independently verify that all Content provided via ELF and Platinum Online is appropriate for the intended audience or educational purpose. AWE's liability for warranty replacement or repair is as stated above, and shall be strictly construed. AWE has no liability whatsoever for indirect, consequential or incidental damages under contract or tort or claims of loss of data, revenue or profits.

Liability and Indemnification: AWE shall indemnify, defend and hold harmless Customer, its officers, employees and designated representatives from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of an assertion that Customer's use of Content infringes on the intellectual property rights of a third party, or for bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was proximately caused by the intentional or negligent acts of any of AWE's officers, employees, agents or authorized sub-contractors (including suppliers). Customer shall indemnify defend and hold harmless AWE, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the intentional or negligent acts of Customer's officers, employees, agents or authorized sub-contractors (including suppliers).

Proprietary, Confidential and Non-Disclosure Agreement: Each party acknowledges that all information concerning the other party which is designated by the party as "Confidential and Proprietary" shall be deemed to be Confidential and Proprietary Information. Confidential and Proprietary Information is not meant to include any information, which, at the time of disclosure, is generally known by the public. Each party agrees that it will not permit the duplication, use, or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of their obligation under this Agreement and as necessary to secure the performance of obligations hereunder by legal means), unless authorized in writing by the other party. Neither party shall use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity releases or advertising without securing the prior written approval of the other party, such approval not to be unreasonably withheld; provided that AWE shall have the right, without Customer's approval to use Customer's name in its general list of customers. Each party agrees to hold in confidence any such Confidential and Proprietary information disclosed pursuant to this Agreement for a period of 3 years from the effective date of this Agreement. The parties shall have no obligation to maintain such information in confidence provided, they can show that such information (i) was in their possession prior to disclosure of such information, (ii) is or becomes publicly available through no fault of the party or (iii) was developed by the party independent of this Agreement.

Ownership Rights: AWE shall retain all right, title and interest in all technical information, inventions, patents, trade secrets, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable, that are developed pursuant to performance of the services hereunder, or are included in the Content.

Relationship and Right to Employ: AWE is an independent contractor and nothing in this Agreement shall be deemed to create a partnership or joint venture between Customer and AWE. As an independent contractor, AWE shall be responsible for withholding and paying all employment taxes, unemployment insurance, workers' compensation insurance and benefits for its employees. During the term of this Agreement, and any extensions thereto, Customer and AWE agree not to engage in either solicitation or recruitment of each other's employees.

Term : This Agreement shall be effective when signed by both the Customer and AWE and thereafter remain in effect as hereinafter stated (unless otherwise stated in the Agreement). All AWE Learning Stations have an initial term of three years from the date of shipment, unless otherwise extended. AWE Tablets have an initial term of two years from the date of shipment, unless otherwise extended. All ELF Child-Safe Browser™ or ELF Reading & Reference™ and subscription licenses and Platinum Online Services have an initial term of one year from the date of activation, unless otherwise extended.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Final Agreement: This Agreement and exhibits contain the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the services. This Agreement cannot be modified except in a writing signed by both parties.

Customer Loyalty Program

General: The Customer Loyalty Program provides eligible Customers with a discount off the purchase of a new AWE Learning Station or AWE Tablet in return for exchanging, recycling, or repurposing a previously purchased AWE Learning Station or AWE Tablet. AWE requires that certain models be sent back to its return center. Your sales representative will identify models that need to be sent back. AWE will provide free shipping and packaging for return of those specific models. The Customer Loyalty Program is subject to change without prior notice.

Eligibility: Any Customer who has previously purchased an AWE Learning Station or Tablet, and desires to exchange, recycle, or repurpose it, in return for a discount off the purchase of a new AWE Learning Station or Tablet is eligible to participate in the Customer Loyalty Program. Only one credit will be provided per exchanged, recycled, or repurposed computer. Customer acknowledges and agrees that by participating in the Customer Loyalty Program, that it owns the property free and clear of any lien or encumbrance and that it has full power and authority to transfer the ownership of said property. AWE maintains the right to determine whether a previously purchased AWE product must be exchanged or recycled in order to be eligible to participate in the Customer Loyalty Program.

Scheduling and Shipping: Participating customers who are exchanging a previous purchase (not recycling it) will receive shipping instructions and shipping labels as part of their replacement purchase. Customer is responsible for scheduling a shipping (pick-up) date and time no later than five business days after receipt of shipping materials and labels, unless mutually agreed otherwise by Customer and AWE. Equipment will be picked-up from a location accessible by the shipping company at Customer's site. Equipment will be transported to AWE's processing site within 10 business days from the date of the pick-up. Additional time required for shipments from Hawaii, Alaska and Puerto Rico is acceptable.

Packaging: Customer is responsible for packing the equipment using the packing materials received as part of the replacement purchase.

Software/Data Backup: Customer is responsible for the backup of any data Customer needs or wishes to retain and for the removal of any confidential or sensitive data, including data that may be subject to unique rules regarding disclosure, accountability, or disposal. AWE is not responsible for the restoration of any data or software removed from the system by AWE or the Customer. AWE does not accept liability for lost data or software resulting from Customer's backup activities (or failure to backup), any restoration of data or software, or for compliance with special rules that may apply to data on Customer's equipment.

Fees: There is no fee to the Customer for return scheduling and shipping services (within the continental United States) provided that the Customer meets all Terms and Conditions of the Customer Loyalty Program. However, additional fees may apply for cancelled or rescheduled shipments. Customer is responsible for any costs incurred if incorrect products are identified and sent for shipment.

Returns and Exchanges: The Customer Loyalty Program does not offer returns or exchanges. AWE will not be able to return equipment once it has been picked up. A Customer Loyalty Program order may be canceled before an equipment pick-up is performed. Cancellation requests can be made online using the support link on AWE's homepage (www.awelearning.com/support). Customer is responsible for canceling any shipping (pick-up) arrangements with such provider directly.

Not Transferable: These services are not transferable.

No Contaminated Products: The service is not intended for equipment that is or has become contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new equipment or otherwise associated with normal office environments.

Title and Risk of Loss: AWE will bear no risk of loss or damage to the equipment during shipment to AWE or its processing site(s). Title will be deemed to pass to AWE or its provider upon receipt and possession of the equipment by AWE or its provider.

Claims of Confidentiality of Proprietary Rights: Customer agrees that any information or data disclosed or sent to AWE, over the phone, telephonically, electronically or otherwise, is not confidential or proprietary to Customer.

Commercially Reasonable Limits to Scope of Service: In the course of providing the service, AWE may determine that the issue is beyond the scope of the service. AWE may use commercially reasonable efforts to refer Customer to the appropriate alternative resource.

Warranty: AWE warrants that it will perform the services with commercially reasonable care. AWE makes no other warranty and disclaims all other warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability: AWE will not be liable for lost profits, loss of business, lost data or software resulting from Customer's backup activities (or failure to backup), or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. Customer agrees that AWE is not liable or responsible for any amount of losses or damages above the aggregate dollar amount paid for the purchase of these services for the specific item or items of equipment which caused the losses or damages.

Exhibit B



October 21, 2021

Fort Bend County Libraries
1003 Golfview Drive
Richmond, TX 77469

Ref: Sole Source Letter

To Whom It May Concern:

AWE Learning's Products are all protected propriety products developed exclusively by AWE Learning. These include:

- Early Literacy Station™
- Bilingual Spanish Early Literacy Station
- Bilingual French Early Literacy Station
- AfterSchool Edge™
- Early Literacy Station™ Platinum
- Bilingual Spanish Early Literacy Station Platinum
- Bilingual French Early Literacy Station Platinum
- AfterSchool Edge™ Platinum
- ELF™ Child-Safe Browser
- Platinum Online

AWE Acquisition, Inc. is the sole source for these digital learning solutions. These products include, but are not limited to, the following proprietary and exclusive features:

- o Customized hardware components (excluding the ELF & Platinum Online products)
- o Proprietary user interface designs
- o Proprietary application management environment (PEP)
- o Proprietary administrative control panel
- o Time and session management
- o Utilization tracking
- o Reports
- o Educational titles lookup matrix
- o Unique software integration methodologies

AWE Acquisition, Inc. has exclusive rights to develop and deliver products listed above. These products can only be purchased through AWE Learning.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'D. Sorgi', is placed below the 'Sincerely yours,' text.

Deborah B. Sorgi, Ed.D.
President & Chief Executive Officer