

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

**FIRST AMENDMENT TO ADDENDUM TO AWE ACQUISITION, INC.'S AGREEMENT**

**THIS FIRST AMENDMENT**, is made and 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., (hereinafter “AWE”), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the “parties”).

**WHEREAS**, the parties executed and accepted that certain *Addendum to AWE Acquisition, Inc.'s Agreement* on December 21, 2021, (hereinafter "Agreement") which is incorporated by reference as if set forth herein verbatim, for the purchase of specified library products, warranty and upgrade services optional features, and shipping services (collectively the "Services"); and

**WHEREAS**, AWE is the sole source provider of the Services, as indicated by the letter attached as Exhibit I, and incorporated fully by reference; and

**WHEREAS**, the parties desire to amend the Agreement to reflect a change in Services to be provided and increase the Maximum Compensation under the Agreement.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay SWE an additional ninety-five thousand six hundred dollars and 0/100 (\$95,600.00) to perform the revised Services as described in AWE's Purchase Quotation dated March 29, 2023 attached hereto as Exhibit II and incorporated herein for all purposes.
2. The Maximum Compensation payable to AWE for all Services rendered is hereby increased to an amount not to exceed four two hundred thousand nine hundred fifty-three dollars and 0/100 (\$200,953.00), authorized as follows:
  - \$105,353.00 under the Agreement; and
  - \$95,600.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation with an agreement executed by the parties.
4. The parties agree the terms and conditions of the Agreement have remained in effect to date.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

AWE ACQUISITION, INC.

  
\_\_\_\_\_  
Authorized Agent - Signature

Jennifer Dembeck  
\_\_\_\_\_  
Authorized Agent- Printed Name

CFO  
\_\_\_\_\_  
Title

4/27/23  
\_\_\_\_\_  
Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to  
accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit I: AWE's Sole Source Letter

Exhibit II: AWE's Purchase Quotation dated March 29, 2023

E:\agreements\2023 agreements\purchasing\library\awe acquisition inc (22-lib-100325-a1)\1st amendment.addendum to agmt w awe (kcj - 04.18.2023)

# EXHIBIT I

March 22, 2023

*Ref: Sole Source Letter*

Sarah Sanchez  
Buyer II  
Fort Bend County Purchasing  
301 Jackson Street Suite 201  
Richmond, TX 77469

To Whom It May Concern:

AWE Learning's Early Literacy Station™ Platinum Bilingual Spanish Early Literacy Station Platinum, Bilingual French Early Literacy Station, Platinum, AfterSchool Edge™, AfterSchool Edge™ Platinum, and ELF™ Child-Safe Browser are all protected proprietary products developed exclusively by AWE Learning. 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:

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

AWE Acquisition, Inc. has exclusive rights to develop and deliver the Early Literacy Station™ Platinum, Bilingual Spanish Early Literacy Station, Bilingual French Early Literacy Station, AfterSchool Edge™, AfterSchool Edge™ Platinum, and ELF™ Child-Safe Browser products. These products can only be purchased through AWE Learning.

Sincerely yours,



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

## **EXHIBIT II**

Quotation developed for: Cindy Olivier  
Organization ("Customer"): Fort Bend County Libraries  
New Customer? ☐

Date: March 29, 2023  
Valid until: April 29 2023

**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	Discount	Total
<b>AIO Model: Includes computer, keyboard, mouse, mouse pad and 3 year warranty</b>					
ELS	Early Literacy Station	0	\$ 3,622.00	\$ (362.00)	\$ -
BLS	Bi-Lingual Spanish	20	\$ 3,832.00	\$ (383.00)	\$ 68,980.00
BLF	Bi-Lingual French	0	\$ 3,832.00	\$ (383.00)	\$ -
ASE	After School Edge	0	\$ 3,674.00	\$ (367.00)	\$ -
<b>Warranty &amp; Upgrades Extend Plan (for All-in-one's only):</b>					
EXTEND1	1 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 4 yrs.)	0	\$ 550.00	\$	\$ -
EXTEND2	2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 yrs.)	20	\$ 1,100.00	\$	\$ 22,000.00
<b>Options:</b>					
DJHP-AWE	AWE headphones with volume control, 90-Day limited warranty	0	\$ 42.00	\$	\$ -
DJHP-AWE	FREE AWE headphones with volume control, 90-Day limited warranty	20		\$	\$ -
Y SPLITTER	Audio Y-splitter cable, 6 inch (allows 2 set of headphones simultaneously)	0	\$ 9.00	\$	\$ -
REPLUG	Replug Mini-Stereo Breakaway Audio Adapter	0	\$ 26.00	\$	\$ -
AIO STAND	Enhanced Support Stand (for All-in-One units) HP _____ DELL _____	20	\$ 191.00	\$	\$ 3,820.00
LTMO-AWE	Little Mouse - Optical USB (one included with each system purchase)	0	\$ 35.00	\$	\$ -
LB2B-AWE	Keyboard w/ colored keys (one included with each system purchase)	0	\$ 35.00	\$	\$ -
MOUSE PAD	AWE Mouse Pad	0	\$ 7.00	\$	\$ -

**Content Add-ons**

Add AWE Learning Platinum Online - Annual Subscription  
Base product includes 1 master account and 5 concurrent logins  
Limited-time \$999 subscription for the first 50 subscribers.  
Add-On Tiers: Pack of 10 concurrent logins  
Add AWE Learning Platinum Online RoboGarden Bundle

0	\$ 999.00	\$	\$ -
	<b>Retail \$1,999</b>		
0	\$ 299.00	\$	\$ -
0	\$ 399.00	\$	\$ -

**Customer Trade In Program :**

S/N:	S/N:
D2PTBX003447	D2PTBX003390
D2PTBX003494	D2PTBX003414
D2PTBX003348	D2PTBX003312
D2PTBX003474	D2PTBX003356
D2PTBX003455	E1PTBX017161
D2PTBX003564	D9PTBX020057
D2PTBX003558	D9PTBX020199
D2PTBX003493	D9PTBX020126
D2PTBX003511	D9PTBX020117
D2PTBX003445	D9PTBX019966

Contact your AWE Learning account executive to learn more or visit [www.awelearning.com/leasing](http://www.awelearning.com/leasing).

DISCOUNT	Trade In Program	\$ (75.00)	\$ (1,500.00)	-\$1,500.00
*SHIPPING	SHIPPING AND HANDLING	Shipping - All-In-One	20 \$ 90.00	\$1,800.00
SHIPPING	SHIPPING AND HANDLING	Shipping - Stands	20 \$ 25.00	\$500.00
* Surcharge for Alaska and Hawaii will be applied		Estimated Sales Tax	0.000%	\$ -
Market: <u>Library [LIB-LIB]</u>		<b>TOTAL</b>		<b>\$95,600.00</b>

**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

<b>AWE Acquisition, Inc.</b>		<b>Fort Bend County Libraries</b>		Q1_2023
<b>Deborah Deats</b>	<u>3/29/2023</u>			
(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		
(Print Name)		(Print Name) / (Title)		
<b>Senior Account Executive</b>				
(Title)		Email Address & Phone Number		
* All invoices are sent via email				
From where do the funds for this purchase originate? _____				
<b>Bill To Information</b>		<b>Ship To Information</b>		
Name: <u>Cindy Oliver</u>		Name: <u>Cindy Oliver</u>		
Organization: <u>Fort Bend County Libraries</u>		Organization: <u>Fort Bend County Libraries</u>		
Address: <u>1001 Golfview Drive</u>		Address: <u>1001 Golfview Drive</u>		

281-341-2656

281-341-2656

City, State, Zip: Richmond, TX 77469

Phone / Fax: 281-341-2656

Email: cindy.oliver@fortbend.lib.tx.us

City, State, Zip: Richmond, TX 77469

Phone / Fax: 281-341-2656

Email: cindy.oliver@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

## 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").

**Packaging:** Keep Original Packaging – units are required to be returned in original packaging if repairs are needed in the future. The Company reserves the right to charge customer \$25.00 if it is necessary for the Company to ship an empty box with packaging to the customer.

**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](mailto: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 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](mailto: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 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](http://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.