

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

THIS AMENDMENT (“Amendment”) 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 (collectively referred to as the “parties”).

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to AWE Acquisition, Inc.'s Agreement, on or about March 26, 2024, (the "Agreement"), attached hereto as Exhibit "A-1" and incorporated fully by reference for all purposes, for the purchase of specified Services; and

WHEREAS, County and AWE desire to amend said Agreement as set forth below concerning the purchase of additional Services from AWE; and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(7) Texas Local Government Code, exempts from competitive bidding contracts that may be obtained from only one source; and

WHEREAS, AWE is the sole source provider of the additional Services as indicated by the letter, dated January 29, 2025, attached hereto as Exhibit "B-1" and incorporated fully by reference; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Amendment is a sole source agreement and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

I. Amendments

1. **Scope of Services.** AWE shall to provide additional Services as described in AWE's Purchase Quotation, dated February 19, 2025, attached as Exhibit "C-1" and incorporated fully by reference, and in accordance with the requirements of Exhibits A-1 and B-1.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. AWE may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by AWE, County shall notify AWE no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this

Amendment, Fort Bend County shall notify all necessary parties that this Amendment 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. County reserves the right to withhold payment pending verification of satisfactory work performed.

3. **Limit of Appropriation.** AWE's fees shall be calculated at the rates set forth in the attached Exhibit C-1. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit C-1 is \$90,741.00. In no case shall the amount paid by County under this Amendment exceed the Maximum Compensation without an approved change order. AWE clearly understands and agrees, such understanding and agreement being of the absolute essence of this Amendment, that County shall have available the total maximum sum of \$90,741.00, 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 Amendment, 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 \$90,741.00.
4. **Public Information Act and Open Meetings 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 Amendment to the contrary, County will make any information related to the Amendment, 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 and this Amendment are not proprietary or confidential information.

AWE expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Amendment to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Amendment.
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 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 Amendment. 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 Amendment and waive the right to sue or be sued elsewhere. Nothing in this Amendment shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement and/or this Amendment 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 this Amendment.
7. **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.
8. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted.
9. **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.
10. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
11. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
12. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
13. **Severability.** If any provision of this Amendment is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Amendment for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Amendment 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 Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Douglass
Information Technology Office

AWE ACQUISITION, INC.

[Signature]
Authorized Agent – Signature

Deborah B. Sorgi, Ed.D.
Authorized Agent- Printed Name

President & CEO
Title

09-April 2025
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 Amendment.

Robert Ed Sturdivant, County Auditor

Exhibit A-1: AWE Acquisition, Inc.'s Agreement, executed by the parties on or about March 26, 2024;

Exhibit B-1: AWE's Sole Source letter, dated January 29, 2025; and

Exhibit C-1: AWE's Purchase Quotation, dated February 19, 2025.

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AMENDMENT TO ADDENDUM TO AWE ACQUISITION, INC.'S AGREEMENT
CONTRACT #24-IT-100514-A1

EXHIBIT A-1

the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. 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. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **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 Seventy-One Thousand, Six Hundred Twenty-Five dollars and 00/100 (\$71,625.00), 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 Seventy-One Thousand, Six Hundred Twenty-Five dollars and 00/100 (\$71,625.00). 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.
5. **Public Information Act and Open Meetings 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.

AWE expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **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 for any reason are hereby deleted.

7. **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.
8. **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.
9. **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.

10. **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.
11. **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.
12. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
14. **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.
15. **Inspection of Books and Records.** AWE will permit County, or any duly authorized agent of County, to inspect and examine the books and records of AWE for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
16. **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.
17. **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.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **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, in the opinion of County, 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.

20. **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.
21. **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.
22. **Non-Solicitation of Employees.** County agrees that is 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.
23. **Remote Access.** As applicable, if AWE requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of AWE's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before AWE is granted remote access to County Systems:
 - (A). AWE will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). AWE will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. AWE will not access County Systems via unauthorized methods.
 - (C). AWE's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.

- (D). Remote access is restricted only to County Systems necessary for AWE to provide Services to County pursuant to this Agreement.
- (E). AWE will allow only its Workforce approved in advance by County to access County Systems. AWE will promptly notify County whenever an individual member of AWE's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. AWE will keep a log of access when its Workforce remotely accesses County Systems. AWE will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of AWE's Workforce is provided with remote access to County Systems, then AWE's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of AWE to comply with this Section may result in AWE and/or AWE's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for AWE, is under the direct control of AWE, whether or not they are paid by AWE and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

24. **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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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 by both parties.

FORT BEND COUNTY

KP George

KP George, County Judge

AWE ACQUISITION, INC.

[Signature]

Authorized Agent – Signature

3.26.24

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

Deborah B. Sorgi, Ed.D.

Authorized Agent- Printed Name

President & cto

Title

15-March 2024

Date

REVIEWED:

Robyn Doughtie

Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 71,625.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

[Signature]

Robert Ed Sturdivant, County Auditor

Exhibit A: AWE's Purchase Quote, dated January 8, 2024, and Terms and Conditions; and
Exhibit B: Sole Source letter, dated January 3, 2024.

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ADDENDUM TO AWE ACQUISITION, INC.'S AGREEMENT

Contract #24-IT-100514

Exhibit A

Quotation developed for: Jill Sumpter
Organization ("Customer"): Fort Bend Public Libraries
New Customer? ☐ NET 30 DAYS FOR PAYMENT

Date: January 8, 2024
Valid until: March 29, 2024 noon EST

*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
AIO Model: Includes computer, keyboard, mouse, mouse pad and 3 year warranty					
ELS	Early Literacy Station	0	\$ 3,622.00	\$ (362.00)	\$ -
BLS	Bi-Lingual Spanish	15	\$ 3,832.00	\$ (383.00)	\$ 51,735.00
ASE	After School Edge	0	\$ 3,674.00	\$ (367.00)	\$ -
ELS-S	Early Literacy Station + Bi-Lingual Spanish	0	\$ 4,461.00	\$ (446.00)	\$ -
BLS+	ELS Bi-Lingual Spanish + Edge	0	\$ 4,514.00	\$ (451.00)	\$ -
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	\$ 550.00	\$ -	\$ -
EXTEND2	2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 yrs.)	15	\$ 1,100.00	\$ -	\$ 16,500.00
Options:					
DJHP-AWE	AWE headphones with volume control, 90-Day limited warranty	0	\$ 42.00	\$ -	\$ -
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)	15	\$ 191.00	\$ -	\$ 2,865.00
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 (one included with each system purchase)	0	\$ 7.00	\$ -	\$ -

Customer Trade In Program :

S/N:	S/N:
8X9V9T2	8X6N9T2
8X8T9T2	72T8DV2
72S8DV2	72LBDV2
8X9N9T2	8X7N9T2
8X8R9T2	8X9R9T2
8X3N9T2	8XBS9T2
8X3Q9T2	8XFT9T2
76V6DV2	8X3Q8T2

Contact your AWE Learning account executive to learn more or visit www.awelearning.com/leasing.

DISCOUNT	Trade In Program75	\$ (75.00)	\$ (1,200.00)	\$ -
*SHIPPING	SHIPPING AND HANDLING	Shipping - All-In-One	15 \$ 90.00	\$ 1,350.00
SHIPPING	SHIPPING AND HANDLING	Shipping - Stands	15 \$ 25.00	\$ 375.00
* Surcharge for Alaska and Hawaii will be applied		Estimated Sales Tax	0.000%	\$ -
Market: <u>Library [LIB-LIB]</u>		TOTAL		\$ 71,625.00

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 Public Libraries	V1_2024
<u>Deborah Deats</u>	1/8/2024	
(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)
Senior Account Executive		
(Title)		Email Address & Phone Number

* All invoices are sent via email

From where do the funds for this purchase originate? _____

Bill To Information	Ship To Information
Name: <u>Jill Sumpter</u>	Name: <u>Jill Sumpter</u>
Organization: <u>Fort Bend Public Libraries</u>	Organization: <u>Fort Bend Public Libraries</u>
Address: <u>1003 Golfview Drive</u>	Address: <u>1003 Golfview Drive</u>
City, State, Zip: <u>Richmond, TX 77469</u>	City, State, Zip: <u>Richmond, TX 77469</u>
Phone / Fax: <u>281-633-4766</u>	Phone / Fax: <u>281-633-4766</u>
Email: <u>jill.sumpter@fortbend.lib.tx.us</u>	Email: <u>jill.sumpter@fortbend.lib.tx.us</u>

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

A 3% fee will be applied to the total invoice amount charged for all credit card orders. NAME ON CREDIT CARD (If Applicable): _____

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

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"). A 3% fee will be applied to the total invoice amount charged for all credit card orders.

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 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.

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). 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

January 3, 2024

Fort Bend Public Library
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:

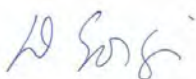
- Early Literacy Station™ Platinum
- Bilingual Spanish Early Literacy Station Platinum
- Bilingual French Early Literacy Station Platinum
- AfterSchool Edge™ Platinum
- Platinum Online

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 Platinum Online)
- 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,



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

EXHIBIT B-1

January 29, 2025

Jill Cherie Sumpter
Technology Coordinator
Fort Bend County Libraries
1003 Golfview Drive
Richmond, Texas 77469

Ref: Sole Source Letter

Dear Ms. Sumpter:

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

- Early Literacy Station™ Platinum
- Bilingual Spanish Early Literacy Station Platinum
- Bilingual French Early Literacy Station Platinum
- AfterSchool Edge™ Platinum
- 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 Platinum Online)
- o Proprietary user interface designs
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- 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,



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

EXHIBIT C-1

Quotation developed for: Jill Sumpter, Technology Coordinator
Organization ("Customer"): Fort Bend County Libraries

Date: February 19, 2025
Valid until: March 28, 2025 12:00PM EST

New Customer? ☐ Buy One Get One Free Headsets!

*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	Bi-Lingual Spanish	19	\$ 3,832.00	\$ 72,808.00
<i>*Add-on's available for purchase up to 90 days of initial point of sale; Purchase price will include a surcharge of \$50 per add-on package</i>				
Warranty & Upgrades Extend Plan (for All-in-one's only):				
EXTEND2	2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 yrs.)	19	\$ 1,100.00	\$ 20,900.00
Options:				
AIO STAND	Enhanced Support Stand (for All-in-One units)	19	\$ 191.00	\$ 3,629.00

Customer Trade In Program :

S/N:	S/N:
MSACD3L6S0103369	MSACD3L8S0102458
MSACD3M3S0103415	MSACD3L6S01-03249
MSACD3L8S0102434	MSACD3L8S0102447
MSACD3L6S0103389	MSACD3L830102459
MSACD3L8S-102461	MSACD3L8S0102428
MSACD3L8S0102410	MSACD3L8S0102441
MSACD3L6S0103359	MSACD3L6S0103238
MSACD3L8S0102460	MSACD3L8S0102456
MCACD3L6S0103409	MSACD3L8S0102427
MSACD3L8S0102447	MSACD3L8S0102426

Contact your AWE Learning account executive to learn more or visit www.awelearning.com/leasing.

DISCOUNT	Flurry of Savings	10.00%	\$ (7,280.80)	(7,281.00)
DISCOUNT	NO DISCOUNT_HIDE THIS ROW	\$ -	\$ -	-
DISCOUNT	Trade In Program	\$ (75.00)	\$ (1,500.00)	(1,500.00)
*SHIPPING	SHIPPING AND HANDLING	Shipping - All-In-One	19	\$ 90.00
*SHIPPING	SHIPPING AND HANDLING	Shipping - Tablets	0	\$ 55.00
SHIPPING	SHIPPING AND HANDLING	Shipping - Stands	19	\$ 25.00
* Surcharge for Alaska and Hawaii will be applied				475.00
Market: Library [LIB-LIB]				Estimated Sales Tax → 0.000%
				TOTAL 90,741.00

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 by the Valid Until date, to accept this price quote.

AWE Acquisition, Inc.		Fort Bend County Libraries	
Kelly Emanuel	2/19/2025		
(Signature)	Date	(Signature)	Date
Kelly Emanuel		Jill Sumpter, Technology Coordinator	
(Print Name)		(Print Name) / (Title)	
Senior Account Executive		Jill.Sumpter@fortbend.lib.tx.us 281-633-4766	
(Title)		Email Address & Phone Number	

* All invoices are sent via email

From where do the funds for this purchase originate? _____

Bill To Information

Name: Jill Sumpter

Organization: Fort Bend Country Libraries

Address: 1003 Golfview Drive

City, State, Zip: Richmond, TX 77469

Phone / Fax: 281-633-4766

Email: Jill.Sumpter@fortbend.lib.tx.us

Ship To Information

Name: Same: ship to one location

Organization: _____

Address: _____

City, State, Zip: _____

Phone / Fax: _____

Email: _____

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

fee will be applied to the total invoice amount charged for all credit card orders. 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

Phone (610) 833-6400 • 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.")

A 3% fee will be applied to the total invoice amount charged for all credit card orders.

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 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.

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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.

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Optional Extended Warranty, Upgrade and Services Period: Extended warranty, upgrade, and services are available for purchase within 90 days of the expiration of the original 3-year warranty 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. Extended warranties are not available for purchase if there is a known issue with the unit(s) for which the warranty is being purchased.

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.

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

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 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.