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EARLY LITERACY STATION™

April 14, 2009

ATTN: Jill Sumpter
Fort Bend County Libraries
1001 Golfview Dr
Richmond, TX 77469

COUNTY JUDGE
RECEIVED
MAY 21 2009

Dear Jill:

AWE's Early Literacy Station™ and ELS Bilingual Spanish™ are protected proprietary products developed and marketed exclusively by AWE (Advanced Workstations in Education, Inc.).

The Early Literacy Station™ and ELS Bilingual Spanish™ product includes:

- Customized hardware components,
- Proprietary Children's Interface,
- Proprietary "Application Management Environment",
- Proprietary "Administrative Control Panel",
- Time & Session Management,
- Utilization Tracking,
- Educational Titles Lookup Matrix, and
- Unique software integration methodologies.

AWE has exclusive rights to sell and deliver the Early Literacy Station™ and ELS Bilingual Spanish™ product. The Early Literacy Station™ and ELS Bilingual Spanish™ products can only be purchased directly through AWE.

Sincerely,

Karl D. Thornton
President & CEO
Advanced Workstations in Education, Inc.

5-27-0A copy received



Early Literacy Station™

Opening the Door to A Lifetime of Learning...

Purchase Quotation – Early Literacy Station™ Bilingual Spanish™ Version 6

Quotation developed for: Jill Sumpter
 Organization: Fort Bend County Libraries
 Address: 1001 Golfview Dr
 City, State & Zip: Richmond, TX 77469

Date: April 14, 2009
 Valid until: June 15, 2009

Product	Quantity	Unit Cost	Total
ELS Bilingual Spanish™:			
ELS Bilingual Spanish™ Version 6 - LIST PRICE	0	\$3,560.00	\$0.00
ELS Bilingual Spanish™ Version 6 Volume Discount (10-24 units)	21	\$2,710.00	\$56,910.00
Warranty Extension:			
1 Year Warranty Extension	21	\$150.00	\$3,150.00
2 Year Warranty Extension	0	\$300.00	\$0.00
New Release Subscription:			
(NOTE: Customers who enroll in the New Release Subscription at the time of purchase will receive the first year of their New Release Subscription at no cost and be invoiced annually on the anniversaries of purchase for subsequent years.)			
Annual New Release Subscription - Annual Billing Option (1-24 Units)		\$350.00/YR.	
(Please exclude the free printer) - Deduction	21	-\$50.00	\$1,050.00
Shipping	21	\$50.00	\$1,050.00
		SUBTOTAL	\$60,060.00
Applicable State Sales Tax --->	0.000%	SALES TAX \$	-
		TOTAL	\$60,060.00

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

NOTE: To accept this price quote the customer should sign and return a copy of this quote to AWE within 30 days. Prices quoted may not be honored more than 30 days from the date of this quotation as noted at top of quote

AWE, Inc.

Fort Bend County Libraries

B. Aertker

4/14/2009

Robert Hebert

5/26/09

(Signature)

Date

(Signature)

Date

Brian Aertker

Robert Hebert

(Print Name)

(Print Name)

Senior Account Specialist

County Judge

(Title)

(Title)

Billing Information

Shipping Information

NAME: Jill Sumpter	Jill Sumpter
ORGANIZATION: Fort Bend County Libraries	Fort Bend County Libraries
ADDRESS: 1001 Golfview Dr	1001 Golfview Dr
CITY, STATE, ZIP: Richmond, TX 77469	Richmond, TX 77469
PHONE / FAX:	
EMAIL:	
PAYMENT TYPE: <input type="checkbox"/> Net15 Terms or CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD / # _____ - _____ - _____ EXP. _____	

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Confidential & Proprietary

2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013
 Phone (610) 833-6400 • Fax (610) 833-6440 • Email: Info@AWE-Net.Com • Web Page http://WWW.AWE-Net.Com

Terms and Conditions

Fees, Invoicing: CUSTOMER agrees to make payment in full for all amounts due according to invoice on or before the net 15 due date. A restocking fee will apply to all Customer ordered items returned after initial shipment. The Customer will be charged 15% of the non-discounted item price and return shipping.

Delinquent Payment: The CUSTOMER agrees to pay interest on all amounts that are past due at the lesser of 1.5% per month or the highest rate allowed by law. The CUSTOMER also agrees to pay collection costs and attorneys fees, if AWE, prevails in a court of law or administrative proceeding, required to collect delinquent fees. AWE may suspend services and/or terminate the Agreement in the event that CUSTOMER fails to make timely payment with 30 days notice. Termination shall not alter CUSTOMER's obligation to make full payment under this Agreement.

Services: AWE will invoice CUSTOMER monthly.

Equipment & Software: AWE will invoice CUSTOMER for all systems, when they are shipped to the Customer.

Equipment Warranty: The Early Literacy Station™ or ELS Bilingual Spanish™ system units and monitors include a full three year warranty and the free printer includes a full one year warranty provided by the original equipment manufactures. Extended warranties are also provided by the original equipment manufacturer. Free Technical Support is available by calling our toll free number (866) INFO-ELS, Monday – Friday 9am – 5pm.

Software Maintenance: AWE will provide customers enrolled in the New Release Subscription with all new releases of the Early Literacy Station™. AWE will develop new releases of the Early Literacy Station™ (ELS), annually but may also develop interim releases. All new releases will be available through the New Release Subscription.

Limitation of Liability: AWE warrants that it will perform all services associated with 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, neither party will be liable for consequential damages, even if advised of the possibility hereunder.

Liability and Indemnification: AWE shall indemnify defend and hold harmless the CUSTOMER, 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 fault or negligence of AWE, its officers, employees, agents or 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 fault or negligence of CUSTOMER, its officers, employees, agents or 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.

Relationship & 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, the 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 for such term as is provided in contract.

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly representative as of the day and year on the face of the Agreement.

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