

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO PURCHASE AGREEMENT

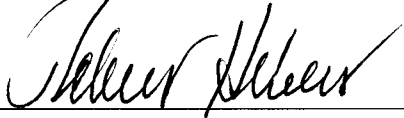
THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "Customer"), a body corporate and politic under the laws of the State of Texas, and AWE, Inc., (hereinafter "AWE"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted a purchase agreement for certain goods and services, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

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

1. **Payment.** Payment shall be made by Customer within thirty (30) days of receipt of invoice.
2. **Confidential Information.** AWE expressly acknowledges that Customer 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, Customer 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 Customer 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.
3. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding or saving harmless AWE for any reason are hereby deleted.
4. **Attorney Fees.** Customer does not agree to pay any and/or all attorney fees incurred by AWE in any way associated with the Agreement.
5. **Applicable Law.** 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 Customer's sovereign immunity.

FORT BEND COUNTY



Robert E. Hebert, County Judge

6-4-2013

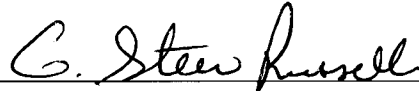
Date

ATTEST:



Dianne Wilson, County Clerk

AWE, INC.



Authorized Agent- Signature

G. Steve Russell

Authorized Agent- Printed Name

C.C.O.

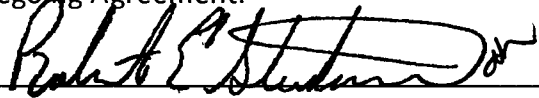
Title

5-31-13

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 58,995.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

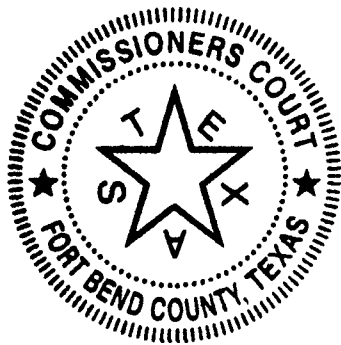


EXHIBIT A



Inspiring every child to
become a lifelong learner™



Purchase Quotation – Trade-in

Quotation developed for: Susan King

Date: May 22, 2013

Organization: Fort Bend County Libraries

Valid until: June 21, 2013

Product	Quantity	Unit Cost	Total
Early Literacy Station™ Bilingual Spanish			
Early Literacy Station™ Bilingual Spanish - LIST PRICE		\$ 4,187.00	\$ -
Early Literacy Station™ Bilingual Spanish Educational Discount (1-9 units)		\$ 3,350.00	\$ -
Early Literacy Station™ Bilingual Spanish Volume Discount (10-24 units)	15	\$ 3,183.00	\$ 47,745.00
Early Literacy Station™ Bilingual Spanish Volume Discount (25-49 units)		\$ 3,015.00	\$ -
Early Literacy Station™ Bilingual Spanish Volume Discount (50+ units)		\$ 2,848.00	\$ -
ON THIS HARDWARE PLATFORM ► 20" All-in-One / Touch Screen		\$ -	\$ -

Warranty & Upgrades Extend Plan:

1 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 4 years)		\$ 500.00	\$ -
2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 years)	15	\$ 1,000.00	\$ 15,000.00

ELF Licensing:

ELF Child Safe Browser: New ELF annual subscriptions per year / per building		\$ 200.00	\$ -
ELF Reading & Reference: per year / per building		\$ 1,250.00	\$ -

Trade-in/Recycle Program:

Trade-In (return CPU & Monitor w/AWE supplied labels w/box from new product)	15	\$ (300.00)	\$ (4,500.00)
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Hardware to Trade-in: (see Asset Recovery / Green Disposal Service Agreement – Terms & Conditions (pages 2 & 3))

Manufacturer	CPU serial #	Monitor serial #	QTY
Dell 760	CD2W6K1	QC2091525033	1
Dell 760	8F2W6K1	QC2091525031	1
Dell 760	GD2W6K1	QC2091525024	1
Dell 760	6F2W6K1	QC2091121062	1
Dell 760	7F2W6K1	QC2091525032	1
Dell 760	6D2W6K1	QC2091121005	1
Dell 760	HD2W6K1	QC2091525041	1
Dell 760	DD2W6K1	QC2091525028	1
Dell 760	2F2W6K1	QC2091525035	1
Dell 760	5F2W6K1	QC2091525026	1
Dell 760	1F2W6K1	QC2091525030	1
Dell 760	JD2W6K1	QC2091525027	1
Dell 755	3PQ6QH1	QC2082781872	1
Dell 755	6J7WDH1	QC2082781515	1
Dell 755	C7R6GH1	QC2074542092	1

Shipping 15 \$ 50.00 \$ 750.00

Market: Library [LIB-LIB]

Applicable State Sales Tax —> 0.000%

SUBTOTAL \$ 58,995.00

SALES TAX \$ -

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

TOTAL \$ 58,995.00

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, Inc. Fort Bend County Libraries

Lisa M. Maestas

5/22/2013

(Signature)

Date

I agree to AWE's Terms & Conditions

(Date)

(Authorized Signature on corresponding purchasing order)

6-4-2013

Lisa M. Maestas

(Print Name)

(Print Name) / (Title)

Senior Account Specialist

Robert E. Hebert, County Judge

(Title)

(Email Address & Phone Number)

Bill To Information

Name: Susan King
Organization: Fort Bend County Libraries
Address: 1001 Golfview Dr.
City, State, Zip: Richmond, TX 77469
Phone / Fax: (281) 341-2634
Email: sking@fortbend.lib.tx.us

Ship To Information

Name: Susan King
Organization: Fort Bend County Libraries
Address: 1001 Golfview Dr.
City, State, ZIP: Richmond, TX 77469
Phone / FAX: (281) 341-2634
Email: sking@fortbend.lib.tx.us

PAYMENT TYPE: Net 15 Terms or Credit Card: VISA MASTERCARD / # - - - - - EXP. -

Key (primary AWE) Contact NAME: Susan King

Email: sking@fortbend.lib.tx.us

Phone: (281) 341-2634

Warranty and Upgrade Contact NAME: Susan King

Email: sking@fortbend.lib.tx.us

Phone: (281) 341-2634

Special Interest Group Contact NAME:

Email:

Phone:

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Asset Recovery / Green Disposal Service Agreement – Terms & Conditions

AWE is pleased to provide its customers with Asset Recovery and Green Disposal Services as part of its Trade-In Program. This program demonstrates our commitment to responsibly disposing of electronic equipment and our overall goal of being an environmentally friendly organization.

The Asset Recovery /Green Disposal Services provide AWE customers with end of life options that reduce the cost of learning continuity and assure proper equipment handling. Each piece of equipment is evaluated for its reuse potential and if possible refurbished and donated to non-profit organizations. This service provides environmentally friendly, safe, and secure recycling and disposal of equipment that has no reuse value. There are four (4) key steps required to complete the process: (1) Order of Replacement AWE Product, (2) Transfer of Ownership of End of Life Equipment, (3) Scheduling and Shipping, and (4) Processing and Reporting.

By signing this Service Agreement the Customer agrees to be bound by all Terms and Conditions set forth in this document. The customer acknowledges and agrees that by all ownership and control of the equipment listed below will be transferred to AWE and its agents for disposal upon delivery of said equipment to AWE or its agents. Further more, Customer represents 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. Please read this Service Description carefully. Note: AWE retains the all rights to change the Terms and Conditions associated with these Services at any time.

Terms and Conditions

Definitions and Terms: As used in this Service Agreement, the following definitions will apply: "Service" or "Services" will mean Asset Recovery Services as described in this Service Description.; "Piece" will mean a personal computer, monitor or printer (collectively "Equipment"); "Pick Up" will mean calling for and collecting Equipment from Customer's site.; "Asset tag" will mean the unique identifier assigned to a Piece by Customer; "Serial Number" will mean the unique identifier assigned to a Piece by the manufacturer.

Process Description

1. Ordering Replacement AWE Products

- a. Customers should contact their AWE Sales Executive to obtain a price quote under the AWE Trade-in Program.
- b. Upon receiving quote customer should place an order for replacement product.

2. Transfer Ownership of End of life Equipment

- a. Customers must sign, execute, and return a copy of this agreement to AWE. Customers should retain a copy for their records.

3. Scheduling & Shipping

a. Customer will receive shipping instructions and shipping labels as part of their replacement purchase AWE's logistics provider will contact the Customer to confirm Piece count.

b. Shipping (pick-up) will be scheduled by the Customer at a time, mutually agreeable upon by Customer and shipping provider. Shipping will be scheduled to occur no later than five (5) business days after receipt of shipping materials and labels unless mutually agreed otherwise by Customer and the AWE.

c. Transportation fees are included in the Service. However, notice to the shipping company is required for changes to scheduled shipping dates and times. Failure to provide appropriate notice may result in customer.

d. Customer is responsible for packing the Equipment using the packing materials received as part of the replacement purchase. Customer will receive shipping labels for each piece being returned. Once the material has been packaged and the labels have been affixed to the materials the customer should call the shipping company to schedule the pick-up.

e. 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 pick-ups in Hawaii, Alaska and Puerto Rico.

4. Processing & Reporting

a. When the equipment has been received by the Asset Recovery Provider each piece will be scanned.

b. The make, model number, manufacturer serial number and asset tag of each AWE system, monitor, and printer will be recorded. For all other pieces: a description sufficient to identify the piece, condition, manufacturer, serial number (if applicable), asset tag number (if applicable) and weight will be recorded.

c. Ownership of each piece will be transferred to the Asset Recovery Provider and AWE Asset Tags removed.

d. Certified Data Destruction: Functional hard drives will receive a 3 pass data wipe in which the data is overwritten or reformatted. Total sector verification will be completed on all wiped drives. Hard drives that are non-functional or that do not pass sector verification will be degaussed, crushed or shredded.

e. Customer will receive an electronic settlement report within 35 business days from the date of pick-up which includes a detailed list of the Equipment. This report will be sent to the purchasing person of record in AWE's customer database.

Asset Recovery / Green Disposal Service Agreement – Terms & Conditions

continued

Customer Responsibilities

1. Customer will ensure any customer data on the System is backed up and remains with Customer. AWE will not be able to return Equipment once it has been shipped.
2. Customer will provide a representative on site the day of the pick-up to direct the shipping provider to the appropriate equipment. Customer will be responsible for any costs incurred if incorrect products are identified and sent for shipment.
3. Customer will ensure Equipment shipped is computer hardware only and no other products or materials.

NOTE: If Customer fails to comply with the responsibilities outlined in this Service Description, then AWE is not obligated to provide the Service. In addition, AWE's Asset Recovery Provider may refuse shipment, and Customer may incur additional fees and expenses for any resulting loss or damage suffered by AWE or AWE's providers.

Important Additional Information

US Only: This Service Description is applicable to the United States.

No Returns: Equipment will not be returned to Customer.

Fees: There is no fee to the Customer for these services (within the continental United States) provided that the Customer meets all Terms and Conditions within this agreement.

Additional Fees:

- If the Customer and/or the Equipment are not ready at the agreed upon date for pick-up, additional fees may apply.

Not Transferable: These services are not transferable.

AWE Partners: All or part of these Services may be delivered through qualified third party service partners.

Service Cancellation: These services may be canceled before an equipment pick-up is performed. To cancel the Service, call the AWE support line at 877-463-6357. If a pick-up has been scheduled by Customer with a Shipping Provider, the Customer must also cancel the pick-up with such Provider directly.

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 Asset Recovery 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.

Software/Data Backup: IT IS THE CUSTOMER'S RESPONSIBILITY TO BACKUP ANY DATA CUSTOMER NEEDS TO RETAIN AND TO REMOVE ANY CONFIDENTIAL OR SENSITIVE DATA, INCLUDING DATA THAT MAY BE SUBJECT TO UNIQUE RULES REGARDING DISCLOSURE, ACCOUNTABILITY, OR DISPOSAL. ASSET RECOVERY SERVICES DO NOT INCLUDE THE RESTORATION OF ANY DATA OR SOFTWARE REMOVED FROM THE SYSTEM BY AWE OR THE CUSTOMER. AWE WILL NOT BE ABLE TO RETURN EQUIPMENT ONCE IT HAS BEEN PICKED UP. 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.

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 SERVICE WITH COMMERCIALY 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. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON WARRANTIES, SO THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

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. YOU AGREE 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.

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.

Returns: Customers may return items using the following procedures: i) Prior to shipping, request an RMA (Return Materials Authorization) number from AWE (866 463-6357) ii.) shipped items must be received by AWE within 20 calendar days from RMA issuance; and iii) items must be secured with proper (original) packaging to prevent any damage in transit. A restocking fee of 15% (of the non-discounted item price), return shipping cost, and packaging (if applicable) will be charged to Customer for all items returned after initial shipment.

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.

Warranty and Upgrade: AWE bundled hardware and software products (AWE products) include a three year coverage period from the date of shipment (Warranty and Upgrade Period). Warranty and Upgrade extensions are available for years 4 and 5. Warranty and Upgrade periods must run consecutively. That is, a year 5 extension may not be purchased without a year 4 extension. The Warranty and Upgrade period cannot exceed (5) years from original date of shipment. Printers include a limited one year warranty that CANNOT be extended.

Limited Warranty: AWE warrants that hardware will be free of defects in materials and workmanship during the warranty coverage period. The limited warranty also covers malfunctions in the general operation of the AWE product that are not pre-existing in the original educational software titles. AWE's limited warranty covers only those defects that arise as a result of normal use of the product and does not cover any other problems, including those that arise as a result of: (i) External causes such as accident, abuse, misuse, or electrical power problems (ii) Servicing not authorized by AWE (iii) Usage that is not in accordance with product instructions (iv) improper or unauthorized maintenance or modification; (v) using accessories, parts, or components not supplied or supported by AWE; (vi) products for which we have not received payments.

Upgrade: AWE will develop new versions of the Digital Learning System software annually. During the initial three year period, all software updates and two software version upgrades will be standard within the Upgrade Period. Each one-year extension period will entitle CUSTOMER to all software updates and one additional Digital Learning System software version upgrade. During the CUSTOMER's valid warranty and upgrade period, AWE will notify the CUSTOMER, via email, of the availability of new product versions. It is the CUSTOMER's responsibility to inform AWE of any changes to the CUSTOMER contact information. AWE will not be held responsible in the event that CUSTOMER is unable to be contacted because of invalid or outdated contact information. For each new version upgrade the CUSTOMER must review and submit their upgrade request form and the new version(s) will be delivered to CUSTOMER via a product drive upgrade kit that is on loan to the CUSTOMER. Under this process, AWE will ship CUSTOMER a Product Drive containing the New Version for all qualified systems as well as updated documentation. CUSTOMER will have a set period of time to apply upgrades and then return AWE's Product Drive to AWE with the original packing and prepaid return labels included with the kit.

Technical Support: Any questions or issues regarding your Digital Learning System can be reported to our Help Desk by calling (toll free) 1-(866) INFO-ELS. The Help Desk staff is available Monday – Friday 9am – 5pm to take your call. Support requests can also be made online using the Support Link on AWE's homepage (www.awelearning.com).

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 appointed representative as of the day and year on the face of the Agreement.

AWE, Inc. All Rights Reserved

Confidential & Proprietary

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