PROCUREMENT AND SERVICES AGREEMENT

JAVA CONNECTIONS, LLC DBA LAPTOPSANYTIME

LAPTOP-DISPENSING KIOSKS

THIS PROCUREMENT AND SERVICES AGREEMENT ("Agreement") is made and entered into this_____day of_____, 20_____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and JAVA CONNECTIONS, LLC, a Texas corporation, doing business as LaptopsAnytime ("Java").

1. **Scope of Services**. City agrees to retain and does hereby retain Java and Java agrees to provide the products and services more particularly described in Exhibit "A", attached hereto and incorporated herein ("Services"), in accordance with the terms set forth in Exhibit "B" ("Terms"), attached hereto and incorporated herein. This Agreement and its attachments will collectively be referred to as the "Contract Documents". The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms and conditions included in the other Contract Documents and shall be controlling in questions of interpretation.

2. **Term**. This Agreement shall be effective for a one (1) year period from the Effective Date and shall renew automatically unless terminated in accordance with the Terms.

3. **Compensation/Payment**. Java shall perform the Services under this Agreement for the total sum of Two Hundred Twenty Three Thousand Three Hundred Twenty Three Dollars Fifty Six Cents ($223,323.56) plus annual renewal costs, as set forth in Exhibit "C", attached hereto and incorporated herein; provided, however, that if the actual cost is at or in excess of Fifty Thousand Dollars ($50,000), City will be required to obtain the consent of its governing body. Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the Services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City	To Java
Rafael Iniguez Zazueta	Java Connections
Riverside Public Library	17304 Preston Road, Ste 800
3581 Mission Inn Avenue	Dallas, TX 75252 US
Riverside, CA 92501	

5. **Prevailing Wage**. If applicable, Java and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration**. A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance**. While performing the Services, Java shall exercise the reasonable professional care and skill customarily exercised by reputable members of Java's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel**. Java shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Java recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services.

9. **Assignment and Subcontracting**. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Java acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Java shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 13. Java acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor**. In the performance of this Agreement, Java, and Java's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Java acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Java, or to Java's employees, subcontractors and agents. Java, as an independent contractor, shall be responsible for any and all taxes that apply to Java as an employer.

11. **Indemnification.**

Except as to the sole negligence, or willful misconduct of City, Java shall defend, indemnify and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way

connected with the performance of work under this Agreement by Java or any of Java's employees, agents or subcontractors and from all claims by Java's employees, subcontractors and agents for compensation for services rendered to Java in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Java or any of the Java's employees, subcontractors or agents.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

12.   **Duty to Defend.** Java agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: 1) the Services, activities, operations, or duties of Java, or of anyone employed by or working under the Java, or 2) any breach of this Agreement by Java. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Java agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

13.   **Insurance.**

13.1   **General Provisions.** Prior to the City's execution of this Agreement, Java shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

13.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Java's indemnification obligations under Section 11 hereof.

13.1.2 **Ratings.** Any insurance policy or coverage provided by Java or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

13.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

13.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Java pursuant to this Agreement are adequate to protect Java. If Java believes that any required insurance coverage is

inadequate, Java will obtain such additional insurance coverage as Java deems adequate, at Java's sole expense.

13.1.5 **Insurance Provisions.** Prior to the City's execution of this Agreement, insurance policies or original certificates evidencing the coverage required by this Agreement shall be filed with City and shall include City, its officers and employees as additional insureds. Said policy shall be in the usual form of commercial general liability insurance, but shall include the following provision:

It is agreed that the City of Riverside, and its officers, employees and agents, are listed as additional insureds under this policy.

Policies provided shall specify that the insurance provided by the Java will be considered primary and not contributory to any other insurance available to the City, and the Endorsement shall be provided to City. In the event the City is liable, the City will still be responsible for its proportionate share of liability. Policy's shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers, agents and directors for work performed under this Agreement.

13.2 **Workers' Compensation Insurance**. By executing this Agreement, Java certifies that Java is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Java shall carry the insurance or provide for self-insurance required by California law to protect said Java from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Java shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Java is self-insured for such coverage, or 2) a certified statement that Java has no employees, and acknowledging that if Java does employ any person, the necessary certificate of insurance will immediately be filed with City. Java shall provide the City ten (10) days prior written notice before modification or cancellation thereof.

13.3 **Commercial General/Auto Insurance**. Prior to City's execution of this Agreement, Java shall obtain, and thereafter maintain during the term of this Agreement, such commercial general liability insurance to insure Java against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by Java or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Java. All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California. Java's commercial general liability policy shall cover both bodily injury (including death) and property damage (included but not limited to premises-operations liability, independent contractors liability, personal injury liability), in an amount not less than $1,000,000 per-occurrence limit/$2,000,000 aggregate. These minimum amounts of coverage shall not constitute any limitation or cap on Java's indemnification obligations under Section 11 hereof. Also, if Java carries a "Business Auto Policy", a copy of the insurance policy must be provided to the City, otherwise Java shall provide their personal automobile policy.

13.4 **Technology Professional Liability including Cyber Liability**. After City's execution of this Agreement but prior to the commencement of any Services, Java shall obtain and

maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits of $2,000,000 per occurrence or claim, $2,000,000 aggregate, to protect the City from claims resulting from Java's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Java in this Agreement and shall include, but not be limited to, claims involving:

        13.4.1 Breaches of security or privacy;

        13.4.2 Data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code;

        13.4.3 Participation in a denial of service attack on a third party;

        13.4.4 Violation or infringement of any right of privacy, breach of federal, state, or foreign security and/or privacy laws or regulations;

        13.4.5 Intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets;

        13.4.6 Technology errors and omissions; and

        13.4.7 Investigation, notification, and related credit monitoring costs from any of the above.

If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for five (5) years after completion of the Project. The retroactive date of the coverage must also be listed.

        14.   **Business Tax**. Java understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Java agrees that Java will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

        15.   **Accounting Records**. Java shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Java shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Java shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

        16.   **Confidentiality**. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Java in connection with the performance of this Agreement shall be held confidential by Java, except as otherwise directed by City's Contract Administrator. Nothing furnished to Java which is otherwise known to the Java or is generally known, or has become known, to the related industry shall be deemed confidential. Java shall not

use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

17. **Conflict of Interest**. Java represents and warrants that by the execution of this Agreement, it has no interest, present or contemplated, in the Project affected by the above-described Services. Java further warrants that Java does not have any real property, business interests or income interests that will be affected by this Project or, alternatively, that Java will file with City an affidavit disclosing any such interest.

18. **Solicitation**. Java warrants that Java has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Java only for the value of work Java has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Java the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

19. **General Compliance with Laws**. Java shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Java, or in any way affect the performance of services by Java pursuant to this Agreement. Java shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Java represents and warrants that Java has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Java further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

20. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

21. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Java and City.

22. **Successors and Assigns**. This Agreement shall be binding upon City and its successors and assigns, and upon Java and its permitted successors and assigns, and shall not be assigned by Java, either in whole or in part, except as otherwise provided in Section 9 of this Agreement.

23. **Venue and Attorneys' Fees**. Any action brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that

each party will bear their own attorneys' fees and costs.

24. **Nondiscrimination**. During Java's performance of this Agreement, Java shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Java agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

25. **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

26. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Java each represent and warrant that they have the legal power, right and actual authority to bind Java to the terms and conditions hereof and thereof.

27. **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

28. **Interpretation**. City and Java acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

28.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

28.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

29. **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" – Scope of Services
Exhibit "B" – Terms
Exhibit "C" – Compensation

(Signatures on following page)

IN WITNESS WHEREOF, City and Java have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By:_____
      City Manager

Attest:_____
      City Clerk

Certified as to Availability of Funds:

By:_____
      Chief Financial Officer

JAVA CONNECTIONS, LLC, a Texas corporation, doing business as LaptopsAnytime

By:_____

_VP_____
[Title]

By:_____

_Secretary_____
[Title]

Approved as to Form:

By:_____
      Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Attached:

- LaptopsAnytime Quote (Number #2314)

Java Connections, LLC
dba LaptopsAnytime
17304 Preston Road, Suite 800
Dallas, TX 75252 US
(614) 579-3057
abigail@laptopsanytime.com
www.laptopsanytime.com

LAPTOPSANYTIME™
Automated Checkout Kiosk

Quote

ADDRESS	SHIP TO	
Rafael Iniguez Zazueta	Rafael Iniguez Zazueta	**QUOTE #** 2314
Riverside Public Library	Riverside Public Library	**DATE** 05/27/2020
3581 Mission Inn Avenue	3581 Mission Inn Avenue	**EXPIRATION DATE** 11/30/2020
Riverside, CA 92501	Riverside, CA 92501	

SALES REP
JR

ACTIVITY	QTY	RATE	AMOUNT
Kiosk - 12 Bay Host 12-bay Host Station 30"w x 29"d x 60"h set for compatible laptops (to be specified at time of order placement). RFID 4.0 Technology. Includes Web Camera to take photo of every person checking out device. Touchscreen Monitor, Bar Code or Swipe Card Reader (to be specified at time of order placement). Note: devices furnished by customer.	2	23,950.00	47,900.00T
Kiosk -- 18BC 18-bay Companion Station 30"w x 29"d x 60"h set for compatible laptops (to be specified at time of order placement). RFID 4.0 Technology. Note: devices furnished by customer.	2	30,000.00	60,000.00T
Annual Hardware Service Agreement -- New Gold Plan Annual Hardware Service Agreement. Cost based on total hardware purchase. Gold - 9%. Free SMART Bay Upgrade after five (5) consecutive years on this Hardware Maintenance Plan. Price: $9711/yr for two (2) 30-Bay Systems.	5	9,711.00	48,555.00T
Ann Software Lic Agreement Annual Software Licensing Agreement per Host Station ($1000 per each Host of 6 or fewer devices plus $800 for each additional 6 devices). $8400/yr for two (2) 30-Bay Systems.	5	8,400.00	42,000.00T
Custom Graphics Custom Kiosk Graphics. Price $1250 for one station includes front panel and two side panels +Laptop (Lid) Stickers.	2	1,250.00	2,500.00T
Deep Freeze Software License Faronics Deep Freeze Licenses. Cost up to $50/license. Waived. Up to 60 licenses	60	0.00	0.00
Crate Custom Wooden Crate (1 per Kiosk). $600/Crate.	4	600.00	2,400.00T
Shipping	4	500.00	2,000.00T

Thank you for your business. A 3% service charge is added if paying by credit card.

ACTIVITY	QTY	RATE	AMOUNT
Prepay and Add Shipping (1 per Crate) $500/Crate.			

At time of purchase we require 50% downpayment with the remaining balance paid at Net 30.
Please coordinate with our Assembly Plant to ship all of the cords and all of the devices to facilitate in Kiosk set-up.

SUBTOTAL	205,355.00
TAX (8.75%)	17,968.56
TOTAL	**$223,323.56**

Accepted By

Accepted Date

Thank you for your business. A 3% service charge is added if paying by credit card.

EXHIBIT "B"

TERMS

Attached:

- Kiosk Support Agreement
- End-User License Agreement: Annual Software & Hardware License Agreement

Kiosk Support Agreement

This Kiosk Support Agreement (this *"Agreement"*) is a legal contract between you (the party identified on the last page of this Agreement who has signed this Agreement, referred to herein as *"you"* or *"your"*), as either an individual or a single business or government entity, and Java Connections LLC / LaptopsAnytime and its affiliates (*"LaptopsAnytime"*, *"we"*, or *"our"*).

1.   SCOPE OF WORK & FEES FOR SERVICES

1.1   **Initial Setup.** With respect to any kiosks ordered by you and covered by an End User License Agreement between you and LaptopsAnytime (*"Kiosks"*), LaptopsAnytime will set up the Kiosks at your designated locations. The initial setup will be accomplished by one of our trained specialists and will include assistance with unpacking the Kiosk(s), laptop/device integration, networking setup, and on-site training for your support staff and administrators.

1.2   **Fees for Initial Setup.** You agree to pay LaptopsAnytime for charges related to its Initial Setup. Said charges are based on geographical area, current travel rates, and number of devices, Kiosks, and locations, and will be invoiced to you [when] and are based on LaptopsAnytime's rates at the time of Initial Setup. You agree to pay the Initial Setup charges within ___ days of _____.

1.3   **Service Plan.** LaptopsAnytime currently offers three different Service Packages, each of which is described on **Exhibit A** hereto. LaptopsAnytime will provide maintenance service and support to the Kiosks in accordance with the particular Service Plan you choose. To elect a particular Service Plan, complete, sign, and return to LaptopsAnytime a copy of Exhibit A.

1.4   **Annual Fee for Service Plan.** Following your selection of a Service Package, LaptopsAnytime will invoice you for the applicable annual fee. The annual fee is a non-refundable payment for twelve (12) months of service (*"Service Package Period"*); payment of the entire annual fee is due within thirty (30) days of your receipt of the invoice.

1.5   **Service Plan Particulars.**

A.   In all events and under all Service Plans, replacement parts that are provided to you pursuant to this Agreement are provided on an exchange basis, and the parts that were replaced become the property of LaptopsAnytime.

B.   For Customers pre-November 1, 2019, the default rate for SmartBay upgrades is $1,000 per bay. You benefit from the reduced rate for SmartBay upgrades under the Gold Plan or Platinum Plus Plan only if you have selected and paid for three (3) consecutive years of the particular plan (e.g., only after you have selected and paid for 3 years of the Gold Plan are you entitled to the Gold Plan price of $700 per by for SmartBay upgrades). Starting on November 1, 2019, revised Service Plans include a 3-year, 4-year and 5-year refresh programs. In all cases, you have to be on the same plan for either 3, 4 or 5 years to get the benefit of the refresh. It is possible to upgrade from one plan type to another by paying the differential going backwards and the new amount going forward.

C.   On-site support is available on regular business days (Monday to Friday and excluding federal holidays) from 7:00 a.m. to 7:00 p.m. PST.

2.   YOUR RESPONSIBILITIES

You agree to:

2.1   Use Kiosks in accordance with LaptopsAnytime's specifications.

2.2   Correct any discrepancy(s) in use that is not compliant with LaptopsAnytime's specifications.

2.3   Provide electrical work external to the Kiosks.

2.4   Provide a hazard-free environment for the Kiosks. Damage due to hazardous environmental conditions are not the responsibility of LaptopsAnytime. Hazardous environmental conditions include, but are not limited to, corrosive atmospheres, electrical spikes or noise, or severe ambient temperature changes.

2.5   Be responsible for certain routine maintenance tasks such as external cleaning of the Kiosks, performing operational checks, and replacing parts as recommended by LaptopsAnytime.

2.6   Refrain from altering, modifying, or changing any Kiosks, and from reverse engineering the Kiosk.

2.7   Allow LaptopsAnytime full and free access to the Kiosks for purposes of corrective and/or preventive maintenance.

2.8   Provide safe access to Kiosks for service and maintenance.

2.9   Abide by the terms of the End User License Agreement.

3.   **TERM OF AGREEMENT.** The term of this Agreement begins after the installation of the Kiosk(s) by LaptopsAnytime and shall remain effective until termination of the End-User License Agreement between you and LaptopsAnytime. Notwithstanding the foregoing, you may terminate this Agreement at any time; however, there is no refund of any portion of the annual fee paid in the event of a termination of this Agreement prior to the expiration of any Service Package Period. Unless you notify us otherwise, at or around the time that your Service Package Period is set to expire, LaptopsAnytime will invoice you the annual fee for the next twelve (12) month period of time based on your existing Service Package.

4.   **LIMITATION OF LIABILITY. In no event shall LaptopsAnytime be liable for any warranties that are not specifically set forth in this Agreement. Specifically, you agree that LaptopsAnytime is not liable for any warranties implied by law or otherwise, including any warranty of merchantability or fitness for a particular purpose. In no event shall LaptopsAnytime be liable to you or any party related to you for any indirect, incidental, consequential, special, exemplary, or punitive damages or lost profits (even if resulting from the negligence or gross negligence of LaptopsAnytime), regardless of the notice of the possibility of such damages.**

5.   **GENERAL TERMS**

5.1   **Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of California, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within Riverside County California to the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.

5.2   **Severability.** If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

5.4   **Headings.** The headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

5.5   No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

5.6   Amendment. We reserve the right, in its sole discretion, to amend the terms of the Service Levels and/or to other terms of this Agreement following the expiration of one year from the date of the start of a particular Service Level, provided we provide you at least thirty (30) days advanced notice of the proposed changes. If you do not accept amendments made to the Service Levels or any other terms of this Agreement, then this Agreement will be immediately terminated, along with the End User License Agreement.

5.7 Force Majeure. Neither party shall be liable for any delay in performance of its obligations under this Agreement to the extent such delay in performance of its obligations is caused by involuntary plant shutdown, acts of God, fires, floods, earthquake, wars, riots, terrorism, sabotage, labour disputes or shortages, government actions, the inability to obtain materials or transportation, or any other circumstances beyond the reasonable control of the affected party (each, a "Force majeure Event"). In the event of a Force Majeure Event, the non-performing party will be excused from further performance during the period that the Force Majeure Event prevails and shall resume performance at such time as the impairment caused by such circumstances ends or would have ended had the affected party taken reasonable steps to remedy the Force Majeure Event.

5.8   Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received (i) when personally delivered with a receipt obtained, (ii) on the date noted as the date received, refused or uncollected if sent by certified or registered mail, return receipt requested, postage prepaid or (iii) the earlier of receipt or two (2) business days after deposit with a nationally overnight delivery service (e.g., Federal Express), at the addresses set forth below each Party's name on the signature page, or to such other address that a party provides to the other party pursuant to the provisions of this paragraph.

5.9   Counterparts and Facsimiles. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, this Agreement may be executed by facsimile signatures and such signatures shall be deemed an original.

5.10 Entire Agreement. The parties agree: (i) that this Agreement contains the entire agreement between the parties with respect to the maintenance and support of the Kiosks and supersedes any and all prior oral or written agreements, arrangements, or understandings between the parties relating to the subject matter of this Agreement; (ii) that no oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist, and no evidence of prior, contemporaneous, or future oral agreements may be used to contradict the terms of this Agreement; and (iii) that any reliance on oral agreements or statements in entering into this Agreement will be unjustifiable and unreasonable.

IN WITNESS WHEREOF, the parties identified below have executed this Agreement as of
_July 16_____, 2020 (the "Effective Date").

Java Connections, LLC	**[Client's Legal Name]**
d/b/a LaptopsAnytime	_____
By: _~Jonathan Ruttly~_____	By: _____
Printed Name: _Jonathan Ruttenberg_	Printed Name: _____
Title: _VP_____	Title: _____
17304 Preston Road, Suite 800	Address: _____

Dallas, TX 75252

EXHIBIT A: SERVICE PLANS

CHOOSE ONE, INSERT START DATE, AND SIGN TO THE RIGHT WHERE INDICATED

Client hereby elects the Platinum Plus Plan (3 Year Refresh Program) to start on _____ Agreed to by: _____

the Platinum Plan (4 Year Refresh Program) to start on _____ Agreed to by: _____

the Gold Plan (5 Year Refresh Program) to start on _____ Agreed to by: _____

the Silver Plan "Smart Door/Drawer Only" to start on _____ Agreed to by: _____

Platinum Plus Plan (3 Year Refresh Program): Annual Fee = 15% of the Total Kiosks Cost

This package is the most comprehensive plan, which includes additional services at no cost, and the lowest costs for services

- o The ability to remotely monitor, trouble shoot, and perform repairs on the Kiosks with remote assistance from one of our knowledgeable support staff
- o A dedicated support engineer assigned to your account
- o Maintenance of on-site inventory for minor spare parts
- o Free installation of upgrades
- o Free installation of newly designed Smart-Bay hardware
- o Free installation of New Smart-Bays
- o On-site support at $65/hour
- o Smart-Bay Non-Recurring Engineering (NRE) at $2,000 per design
- o Includes next-day shipping for replacement parts

Platinum Plan (4 Year Refresh Program): Annual Fee = 12% of the Total Kiosks Cost

This package offers maximum value, offering the same benefits of our Gold coverage with additional discounts.

- o The ability to remotely monitor, trouble shoot, and perform repairs on the Kiosks with remote assistance from one of our knowledgeable support staff
- o Free installation of upgrades
- o Free installation of newly designed Smart-Bay hardware
- o Free installation of New Smart-Bays
- o On-site support at $75/hour
- o Smart-Bay Non-Recurring Engineering (NRE) at $2,500 per design
- o Includes next-day shipping for replacement parts

Gold Plan (5 Year Refresh Program): Annual Fee = 9% of the Total Kiosks Cost

This package is the most economical plan with reduced costs for services:

- o The ability to remotely monitor, trouble shoot, and perform repairs on the Kiosks with remote assistance from one of our knowledgeable support staff
- o On-site support at $100/hour
- o Smart-Bay Non-Recurring Engineering (NRE) at $4,000 per design
- o Includes two-day shipping for replacement parts

Silver Plan "SmartDoor/Drawer Only": Annual Fee = 6% of the Total Kiosks Cost

Our most affordable plan, the Silver Plan includes:

- o The ability to remotely monitor, trouble shoot, and perform repairs on the Kiosks with remote assistance from one of our knowledgeable support staff
- o On-site support at $125/hour
- o Includes free shipping via ground shipping for replacement parts
- o 5ince SmartDoors/Drawers are available in multiple sizes and configurations, please contact us for information on upgrades.

Please Note: It is mandatory to complete the duration of a Service Plan cycle (i.e. 3-, 4- or 5-years) before qualifying for the benefits of a Free Kiosk Refresh. If you decide to upgrade from one Plan Level to another, this can be done at any time by paying the differential between your current plan and the new plan for previous plan years and then paying the higher rate going forward. For those on previous Plan Levels prior to 11.1.19, you have the option to upgrade. Contact us at 877.836.3727 for more information.

End-User License Agreement
Annual Software & Hardware License Agreement

This End-User License Agreement (this *"Agreement")* is a legal contract between you (the party identified on the last page of this Agreement and who has signed this Agreement, referred to herein as *"you"* or *"your"*), as either an individual or a single business or government entity, and Java Connections LLC / LaptopsAnytime and its affiliates *("JAVA CONNECTIONS, LLC")*.

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING JAVA CONNECTIONS LLC'S PROPRIETARY SOFTWARE[1] (the *"SOFTWARE")* OR OBTAINING A LICENSE TO THE SOFTWARE OR USING THE SOFTWARE.

THE SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO YOU UNDER THIS AGREEMENT, NOT SOLD TO YOU. BY DOWNLOADING THE SOFTWARE OR OBTAINING A LAPTOPSANYTIME KIOSK TO THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD REFRAIN FROM ACCESSING OR USING THE SOFTWARE. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND JAVA CONNECTIONS LLC CONCERNING THE SOFTWARE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH JAVA CONNECTIONS LLC RELATING TO THE SOFTWARE. THE TERMS OF THIS AGREEMENT, THE QUOTATION(S) AND ANY EXHIBITS THERETO SUPERSEDE ANY AND ALL CLICKWRAP OR CLICK-THROUGH AGREEMENTS REQUIRED OF ANY END USER TO ACCESS AND USE THE SOFTWARE AND KIOSK.

1. License

- **1.1. Grant of License**. Java Connections LLC hereby grants to you, and you accept, a limited, nonexclusive license to use the Kiosk Software in machine-readable, object code form only, and the user manuals accompanying the Software (the *"Documentation"*), only as authorized in this Agreement. For purposes of this Agreement, the "Software" includes any updates, enhancements, modifications, revisions, or additions to the Software made by Java Connections LLC and made available to end-users through Java Connections LLC's web site. Java Connections LLC shall provide you any and all updates, enhancements, modifications, revisions, or additions to the Software that it releases to other customers, at no additional cost; any updates, enhancements, modifications, revisions or additions that Java Connections LLC elects to provide will not, however, be provided to you if you fail to pay the applicable license fee.

- **1.2. Scope of Use**. You may use one (1) copy of the Software activated by a LaptopsAnytime Kiosk Host on a single server (virtual or physical) owned, leased, or otherwise controlled by you. If you have multiple kiosks and towers connected together, you may make and use as many copies of the Software as permitted in the purchase order. For purposes of this

Agreement, *"use"* of the software means loading the Software into the temporary or permanent memory of a computer controlling the rental of devices. Installation of the Software on a network server solely for controlling the rental or check out of computers is "use" of the Software, and is permitted, as long as you have a license for each server (virtual or physical) to which the Software is distributed. The Software may not be used on, or distributed to, a greater number of kiosk towers than you have licensed. If you exceed the number of licenses you have obtained you will be in breach of this Agreement.

- **1.3. Copies and Modifications.** You may not reverse engineer, decompile, disassemble, or otherwise translate the Software or kiosk hardware material, components, or any kiosk hardware or software you have obtained. You may not modify or adapt the Software or any kiosk hardware that you have obtained in any way. You may not copy the Software, the Documentation, and any kiosk software or hardware that you have obtained, for backup or archival purposes. Except as authorized in this Section, no copies of the Software, Documentation, or kiosk hardware, or any portions thereof, may be made by you or any person under your authority or control.

- **1.4. Assignment of Rights.** You will not sublicense, assign, redistribute, encumber, lease, rent, lend, or otherwise transfer your rights and obligations in the Software, Documentation, or kiosk hardware, as granted by this Agreement, to any party without prior written consent of Java Connections LLC. Notwithstanding anything to the contrary in the preceding sentence, you may assign this Agreement to the purchaser of all or substantially all of your assets or to any successor by merger, consolidation, or similar corporate action ("Assignee") provided, however, the Assignee agrees in writing to this Agreement.

2. Intellectual Property and Confidentiality and Privacy

- **2.1. Use Reporting, License Violations and Remedies.** Java Connections LLC reserves the right to gather only the following data on Kiosk usage: the number of device rentals, server IP addresses, and domain counts necessary to ensure that our products are being used in accordance with the terms of this End-User License Agreement. Notwithstanding the foregoing, Java Connections LLC shall not have access to confidential patron information. Java Connections LLC expressly prohibits simultaneous, multiple installations of our Software and domain count overrides without prior written approval by Java Connections LLC. Any unauthorized use shall be considered by Java Connections LLC to be a violation of this End-User License Agreement. Java Connections LLC reserves the right to remedy violations immediately upon discovery, by charging the then current list price of unauthorized keys to the credit card used to make the original, authorized purchase, or by any other means necessary. You agree not to block, electronically or otherwise, the outgoing transmission of data to an agreed upon IP address or addresses required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4.

- **2.2. License Automatic Update and Expiration.** Your kiosk software may include an expiration date that can result in the termination of the license. For continued annual license

renewal, the license updates automatically except if Java Connections LLC determines that a license is used in violation of the terms of this Agreement or the annual fee is not paid. If your kiosk is stolen, or if you suspect any improper or illegal usage of your software outside of your control you should promptly notify Java Connections LLC of such occurrence. A replacement software download will be issued to you and the suspect software will be overwritten. For lease licenses, your monthly or annual payment for each kiosk and tower must be processed prior to the expiration date in order for software to be valid. For your convenience Java Connections LLC provides license expiration warnings in the product interface should there be any issues that would cause the product license to eventually expire. It is your responsibility to contact Java Connections LLC regarding any potential expiration that you deem inappropriate. Java Connections LLC shall not liable for any damages or costs incurred in connection with the expired licenses or licenses in which the annual fee has not been paid.

- **2.3. Proprietary Rights to Software and Trademarks.** You acknowledge that the Software and the Documentation are proprietary to Java Connections LLC, and the Software and Documentation are protected under United States copyright law and international treaties. You further acknowledge and agree that, as between you and Java Connections LLC, Java Connections LLC owns and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant you any ownership interest in or to the Software or the Documentation, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Any and all trademarks or service marks that Java Connections LLC uses in connection with the Software or with services rendered by Java Connections LLC are marks owned by Java Connections LLC. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

- **2.4. Confidentiality.** You shall permit only authorized users, who possess rightfully, obtained passwords, to use the Software or to view the Documentation. Except as expressly authorized by this Agreement, you shall not make available the Software, Documentation, or any passwords to any third party. You will use reasonable efforts to cooperate with and assist Java Connections LLC in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

- **2.5 Privacy/Compliance with Laws.** Java Connections LLC will use appropriate administrative, technical, and physical security measures to safeguard the data provided by you and your users against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing. Java Connections LLC will not rent or sell personally identifiable data to third parties. Java Connections LLC will comply with all applicable laws, including privacy or data security laws, including but not limited to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA"), in connection with performing the services under this Agreement. To the extent Java Connections LLC has access to Education Records as that term is defined in FERPA, Java Connections LLC is deemed a "school official" as that term is defined in FERPA.

3. License Fees

The Software will be available to you for use upon receipt of annual or monthly payments to Java Connections LLC. Upon acceptance of this Agreement, you may obtain one or more kiosks by paying the requisite license fees and hardware cost, using the procedure set forth on Java Connections LLC web site and or written documentation. The license fees paid by you are paid in consideration of the license granted under this Agreement.

4. Term and Termination

This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated in accordance with this paragraph. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. If you are leasing the Software, and fail to pay the applicable license fees, Java Connections LLC shall have the right to shut down your server. You may terminate this License Agreement at any time by: (i) providing written notice of your decision to terminate the Agreement to Java Connections LLC and (ii) either returning the Software, Documentation, all copies thereof, and all license keys that you have obtained to Java Connections LLC or destroying all such materials and providing written verification of such destruction to Java Connections LLC. Java Connections LLC may terminate this License Agreement if you breach any term of the Agreement by giving you written notice of your breach, a reasonable opportunity to cure the breach (not to exceed thirty (30) days), and in the event of your failure to cure the breach, Java Connections LLC' decision to terminate the Agreement; provided, however that Java Connections LLC may automatically terminate the Agreement as specified herein. Upon termination of the Agreement by Java Connections LLC, you agree to either return to Java Connections LLC the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to Java Connections LLC.

5. Indemnification

Each party (Indemnifying Party) agrees to indemnify, defend, and hold harmless the other party (Indemnified Party) and its affiliates and their respective officers, employees, directors, agents, licensees (excluding the Indemnifying Party), sublicensees (excluding the Indemnifying Party), successors, and assigns from and against any and all liability, costs, losses, damages, and expenses (including reasonable attorneys' fees and expenses) arising out of any claim, suit, or cause of action relating to and/or arising from (a) Indemnifying Party's breach of any term of this Agreement; (b) Indemnifying Party's violation of any rights of any third party. The indemnification obligations set forth in the immediately preceding sentence shall survive the termination of this Agreement.

6. Disclaimer

THE SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS," AND JAVA CONNECTIONS LLC DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, JAVA CONNECTIONS LLC EXPRESSLY WARRANTS THAT THE SOFTWARE WILL OPERATE IN ACCORDANCE WITH THE REPRESENTATIONS MADE IN DOCUMENTATION PROVIDED TO THE CUSTOMER, BUT DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE

YOUR INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE. JAVA CONNECTIONS SHALL NOT BE RESPONSIBLE FOR THE OPERATION OF SOFTWARE WHICH HAS BEEN MODIFIED OR RECONFIGURED BY YOU.

7. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY PARTY RELATED TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. General Terms

- **8.1. Severability.** If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

- **8.2. Survival.** Articles 2, 6, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

- **8.3. Headings.** The Article and Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

- **8.4. No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

- **8.5. Amendment.** Java Connections LLC reserves the right, in its sole discretion, to amend this Agreement from time to time upon at least thirty (30) days advanced written notice to your duly authorized signatory noted below. Notice shall also be sent to the individuals named on the Purchase Quotations. If there is a conflict between this Agreement and the most current version of this Agreement posted on the kiosk management software and must be acknowledged prior to each remote manage session and the most current version will prevail. Notwithstanding anything to the contrary herein and in an avoidance of doubt, no material amendment of this Agreement will be effective against you unless you have received at least thirty (30) days advanced written notice to your duly authorized signatory noted below. If you do not accept amendments made to this agreement, then this license will be immediately terminated pursuant to Section 4.

- **8.6. Taxes.** You are a tax- exempt entity and shall not pay any applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of Java Connections LLC. You shall provide a tax-exempt certificate to Java Connections LLC upon request.

- **8.7 Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received (i) when personally delivered with a receipt obtained, (ii) on the date noted as the date received, refused or uncollected if sent by certified or registered mail, return receipt requested, postage prepaid or (iii) the earlier of receipt or two (2) business days after deposit with a nationally overnight delivery service (e.g., Federal Express), at the addresses set forth below each Party's name on the signature page, or to such other address that a party provides to the other party pursuant to the provisions of this paragraph.

- **8.8 Counterparts and Facsimiles.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, this Agreement may be executed by facsimile signatures and such signatures shall be deemed an original.

- **8.9 Entire Agreement.** The parties agree: (i) that this Agreement contains the entire agreement between the parties with respect to the settlement of the claims and the transactions described herein and supersedes any and all prior oral or written agreements, arrangements, or understandings between the parties relating to the subject matter of this Agreement; (ii) that no oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist, and no evidence of prior, contemporaneous, or future oral agreements may be used to contradict the terms of this Agreement; and (iii) that any reliance on oral agreements or statements in entering into this Agreement will be unjustifiable and unreasonable.

9. United States Government Restricted Rights

The Software, kiosk hardware, and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(f)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R. S:52.227-19, as applicable.

Any of JAVA CONNECTIONS LLC KIOSK SOFTWARE, JAVA CONNECTIONS LLC KIOSK HARDWARE, JAVA CONNECTIONS LLC BUSINESS AUTOMATION KIOSKS, JAVA CONNECTIONS LLC, JAVA CONNECTIONS LLC SYSTEM AUTOMATION, and any other Java Connections LLC software products as may be offered by Java Connections LLC from time to time on____ www.LAPTOPSANYTIME.com OR www. LAPTOP SANYTIME.net.

IN WITNESS WHEREOF, the parties identified below have executed this Agreement as of _____, 2020 (the "*Effective Date*").

Java Connections, LLC   **[Client's Legal Name]**
d/b/a LaptopsAnytime   _____

By: _~Jonathn Rthly~_____   By: _____

Printed Name: _~Jonathan Luttenberg~_   Printed Name: _____

Title: _~VP~_____   Title: _____

17304 Preston Road, Suite 800   Address: _____
Dallas, TX 75252

                                               _____

EXHIBIT "C"

COMPENSATION

Attached:

- Java's Quote (Number #2314)

Java Connections, LLC
dba LaptopsAnytime
17304 Preston Road, Suite 800
Dallas, TX 75252 US
(614) 579-3057
abigail@laptopsanytime.com
www.laptopsanytime.com

LAPTOPSANYTIME™
Automated Checkout Kiosk

Quote

ADDRESS
Rafael Iniguez Zazueta
Riverside Public Library
3581 Mission Inn Avenue
Riverside, CA 92501

SHIP TO
Rafael Iniguez Zazueta
Riverside Public Library
3581 Mission Inn Avenue
Riverside, CA 92501

QUOTE # 2314
DATE 05/27/2020
EXPIRATION DATE 11/30/2020

SALES REP
JR

ACTIVITY	QTY	RATE	AMOUNT
Kiosk - 12 Bay Host 12-bay Host Station 30"w x 29"d x 60"h set for compatible laptops (to be specified at time of order placement). RFID 4.0 Technology. Includes Web Camera to take photo of every person checking out device. Touchscreen Monitor, Bar Code or Swipe Card Reader (to be specified at time of order placement). Note: devices furnished by customer.	2	23,950.00	47,900.00T
Kiosk -- 18BC 18-bay Companion Station 30"w x 29"d x 60"h set for compatible laptops (to be specified at time of order placement). RFID 4.0 Technology. Note: devices furnished by customer.	2	30,000.00	60,000.00T
Annual Hardware Service Agreement — New Gold Plan Annual Hardware Service Agreement. Cost based on total hardware purchase. Gold - 9%. Free SMART Bay Upgrade after five (5) consecutive years on this Hardware Maintenance Plan. Price: $9711/yr for two (2) 30-Bay Systems.	5	9,711.00	48,555.00T
Ann Software Lic Agreement Annual Software Licensing Agreement per Host Station ($1000 per each Host of 6 or fewer devices plus $800 for each additional 6 devices). $8400/yr for two (2) 30-Bay Systems.	5	8,400.00	42,000.00T
Custom Graphics Custom Kiosk Graphics. Price $1250 for one station includes front panel and two side panels +Laptop (Lid) Stickers.	2	1,250.00	2,500.00T
Deep Freeze Software License Faronics Deep Freeze Licenses. Cost up to $50/license. Waived. Up to 60 licenses	60	0.00	0.00
Crate Custom Wooden Crate (1 per Kiosk). $600/Crate.	4	600.00	2,400.00T
Shipping	4	500.00	2,000.00T

Thank you for your business. A 3% service charge is added if paying by credit card.

ACTIVITY	QTY	RATE	AMOUNT
Prepay and Add Shipping (1 per Crate) $500/Crate.			

At time of purchase we require 50% downpayment with the remaining balance paid at Net 30.

Please coordinate with our Assembly Plant to ship all of the cords and all of the devices to facilitate in Kiosk set-up.

SUBTOTAL	205,355.00
TAX (8.75%)	17,968.56
TOTAL	**$223,323.56**

Accepted By

Accepted Date