



Java Connections, LLC dba LaptopsAnytime
17304 Preston Road, Suite 800
Dallas, TX 75252
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Quote

ADDRESS

Tony Moore
Prairie View A&M University
PO Box 519
Mail Stop 1460
Harrington Science Building, Room
309
Prairie View, TX 77446

SHIP TO

Tony Moore
Prairie View A&M University
PO Box 519
Mail Stop 1460
Harrington Science Building,
Room 309
Prairie View, TX 77446

QUOTE # 5533

DATE 07/09/2025

EXPIRATION DATE 09/15/2025

SALES REP

NC

ACTIVITY	QTY	RATE	AMOUNT
Renewal Annual Hardware Svc Agreement Platinum Plus Annual Hardware Service Agreement. Cost based on total hardware purchase. Platinum Plus- 15%. (Platinum Plus provides Free SMART Bay Upgrades Once Every 3 Years). Units 1, 2, 3, 4, 5 and 6. Price: \$48,555.00/year for all six (6) Kiosks.	5	48,555.00	242,775.00
Renewal Ann Software License Agreement Annual Software Licensing Agreement per Host Station (\$1000 per each Host of 6 or fewer devices plus \$800 for each additional 6 devices). Units 1, 2, 3, 4, 5 and 6. Price: \$25,200.00/year for all six (6) Kiosks. Renewal runs from October 15, 2025 through October 14, 2030.	5	25,200.00	126,000.00

Payment Terms: Net 5

SUBTOTAL	368,775.00
TAX	0.00
TOTAL	\$368,775.00

Accepted By *James R. McKee*

Accepted Date 10/20/2025 | 1:37 PM CDT

Java Connections, LLC End-User License Agreement & Kiosk Support Agreement
Annual Software & Hardware License Agreement

End-User License Agreement

This End-User License Agreement (this "*Agreement*") is a legal contract between University (the party identified on the last page of this Agreement and who has signed this Agreement, referred to herein as "*University*" 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 SOFTWARE¹ (the "*SOFTWARE*") OR OBTAINING A LICENSE TO THE SOFTWARE OR USING THE SOFTWARE.

THE SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO UNIVERSITY UNIVERSITY UNDER THIS AGREEMENT, NOT SOLD TO UNIVERSITY UNIVERSITY . BY DOWNLOADING THE SOFTWARE OR OBTAINING A LAPTOPSANYTIME KIOSK TO THE SOFTWARE, UNIVERSITY UNIVERSITY ACKNOWLEDGE THAT UNIVERSITY UNIVERSITY HAVE READ THIS AGREEMENT, THAT UNIVERSITY UNIVERSITY UNDERSTAND IT, AND THAT UNIVERSITY UNIVERSITY ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. IF UNIVERSITY UNIVERSITY ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, UNIVERSITY UNIVERSITY SHOULD REFRAIN FROM ACCESSING OR USING THE SOFTWARE. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN UNIVERSITY UNIVERSITY AND JAVA CONNECTIONS LLC CONCERNING THE SOFTWARE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING UNIVERSITY UNIVERSITY 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 University University , and University University 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 University University 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 University University if University University fail to pay the applicable license fee.

- **1.2. Scope of Use.** University University 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 University University . If University University have multiple kiosks and towers connected together, University University 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 University University 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 University University have licensed. If University University exceed the number of licenses University University have obtained University will be in breach of this Agreement.
- **1.3. Copies and Modifications.** University may not reverse engineer, decompile, disassemble, or otherwise translate the Software or kiosk hardware material, components, or any kiosk hardware or software University have obtained. University may not modify or adapt the Software or any kiosk hardware that University have obtained in any way. University may not copy the Software, the Documentation, and any kiosk software or hardware that University 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 University or any person under University r authority or control.
- **1.4. Assignment of Rights.** University will not sublicense, assign, redistribute, encumber, lease, rent, lend, or otherwise transfer University r 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, University may assign this Agreement to the purchaser of all or substantially all of University r 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. University 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. Java Connections LLC's rights enumerated in the section are granted to the extent authorized by and shall be exercised at all times in a manner consistent with the laws and Constitution of the State of Texas.

- **2.2. License Automatic Update and Expiration.** University kiosk software may include an expiration date that can result in the termination of the license. University If University r kiosk is stolen, or if University suspect any improper or illegal usage of University r software outside of University's control University should promptly notify Java Connections LLC of such occurrence. A replacement software download will be issued to University and the suspect software will be overwritten. For lease licenses, University r 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 University r 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 University r responsibility to contact Java Connections LLC regarding any potential expiration that University 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.** University 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. University further acknowledge and agree that, as between University 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 University 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 University any right, license, or interest in such marks, and University 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.** University 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, University shall not make available the Software, Documentation, or any passwords to any third party. University 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. If applicable, for purposes of the Family Educational Rights and Privacy Act (“FERPA”), University hereby designates Java Connections LLC as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Java Connections LLC is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. Java Connections LLC shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or University in writing. Java Connections LLC is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. Java Connections LLC shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Java Connections LLC in this Section, including without limitation, the prohibition on redisclosure. Java Connections LLC shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

Pursuant to Section 2054.138, Texas Government Code, Java Connections LLC shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources (“TX-RAMP”), to safeguard and preserve the confidentiality, integrity, and availability of University’s data (the “Security Controls”). Upon written request by University, Java Connections LLC shall provide University with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

3. University License Fees

The Software will be available to University for use upon receipt of annual or monthly payments to Java Connections LLC. Upon acceptance of this Agreement, University 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 University are paid in consideration of the license granted under this Agreement. University will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

4. Term and Termination

This Agreement is effective upon University acceptance of the Agreement, or upon University downloading, accessing, and using the Software, even if University 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 University fail to comply with any of the limitations or other requirements described herein. If University are leasing the Software, and fail to pay the applicable license fees, Java Connections LLC shall have the right to shut down University server. University may terminate this License Agreement at any time by: (i) providing written notice of University decision to terminate the Agreement to Java Connections LLC and (ii) either returning the Software, Documentation, all copies thereof, and all license keys that University 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 University breach any term of the Agreement by giving University written notice of University breach, a reasonable opportunity to cure the breach (not to exceed thirty (30) days), and in the event of University 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, University agree to either return to Java Connections LLC the Software, Documentation, all copies thereof, and all license keys that University have obtained, or to destroy all such materials and provide written verification of such destruction to Java Connections LLC.

5. Indemnification *Intentionally Omitted*

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. UNIVERSITY ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE UNIVERSITY INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM UNIVERSITY USE OF THE SOFTWARE. JAVA CONNECTIONS SHALL NOT BE RESPONSIBLE FOR THE OPERATION OF SOFTWARE WHICH HAS BEEN MODIFIED OR RECONFIGURED BY UNIVERSITY .

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 or 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 to amend this Agreement from time to time as reasonably required for compliance with applicable laws, in which case, Java Connections LLC will provide University , to the extent possible, ninety (90) days advanced written notice to University r 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, the price and other material terms for the particular Service Plan University elect will not be changed until the expiration of that Service Plan in effect. If University do not accept amendments made to this agreement, then this license will be immediately terminated pursuant to Section 4.
- **8.6. Taxes.** University 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. University 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.
- **8.10 Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- **8.11 Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

8.12 Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Prairie View A&M University to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Prairie View A&M University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on Prairie View A&M University except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by Prairie View A&M University nor any other conduct, action, or inaction of any representative of Prairie View A&M University relating to this Agreement constitutes or is intended to constitute a waiver of Prairie View A&M University or the state's sovereign immunity.

8.13 HUB Subcontracting Plan. It is the policy of the state of Texas and University to encourage the use of Historically Underutilized Businesses (“HUB”) in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in University contracting and purchasing. JAVA CONNECTIONS, LLC has indicated it will not subcontract any of its duties or obligations under this Agreement. If JAVA CONNECTIONS, LLC will subcontract any of its duties and obligations under this Agreement, JAVA CONNECTIONS, LLC will be required to provide prior written notice to University and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

8.14 Prohibition on Contracts with Companies Boycotting Energy Companies. To the extent that Chapter 2276, Texas Government Code, is applicable to this Agreement, University certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Agreement. University acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

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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.LAPTOPSANYTIME.net.

Kiosk Support Agreement

This Kiosk Support Agreement (this “**Agreement**”) is a legal contract between University Prairie View A&M University (the party identified on the last page of this Agreement who has signed this Agreement, referred to herein as “**University University ” University** 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 University University and covered by an End User License Agreement between University University and LaptopsAnytime (“**Kiosks**”), LaptopsAnytime will set up the Kiosks at University University 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 UniversityUniversity support staff and administrators.

1.2 Fees for Initial Setup. University University 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 University University [when] and are based on LaptopsAnytime’s rates at the time of Initial Setup. University University agree to pay the Initial Setup charges within ____ days of _____.

1.3 Service Plan. LaptopsAnytime currently offers three different Service Plans, 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 University University 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 University r selection of a Service Package, LaptopsAnytime will invoice University 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 University University receipt of the invoice.

1.5 Service Plan Particulars.

A. In all events and under all Service Plans, replacement parts that are provided to University 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. University benefit from the reduced rate for SmartBay upgrades under the Gold Plan or Platinum Plus Plan only if University have selected and paid for three (3) consecutive years of the particular plan (e.g., only after University have selected and paid for 3 years of the Gold Plan are University entitled to the Gold Plan price of \$700 per by for SmartBay upgrades). Starting on November 1, 2019, Java Connections LLC offers four (4) different Service Plans, the terms of which are described in Exhibit A, many of which offer a “refresh program”. For any Service Plan that offers a “refresh program” the timing of the “refresh” is identified in the applicable Service Plan (e.g., a “3 Year Refresh Program” will offer a refresh after the expiration

of three (3) years from the start of that Service Plan); University are responsible for the costs associated with shipping associated with each refresh. In all cases, University have to be on the same Service Plan for the duration to get the benefit of the Service Plan's scheduled refresh (e.g., if University select a Service Plan with a 3-year refresh, University are not entitled to the refresh until the expiration of the three years from the start date of the Service Plan). It is possible to upgrade from one plan type to another by paying the differential going backwards and the new amount going forward, such that the total paid by University to Java Connections LLC lines up with the refresh date of the particular Service Plan (e.g., if University chose the Service Plan that offers a refresh at the expiration of year 5 and University want to upgrade to the Service Plan that provides an upgrade at the expiration of year 3, University would need to pay the fees associated with the upgraded plan retroactively and prospectively).

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. UNIVERSITY RESPONSIBILITIES

University 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 University and LaptopsAnytime. Notwithstanding the foregoing, University 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 University notify us otherwise, at or around the time that University Service Package Period is set to

expire, LaptopsAnytime will invoice University the annual fee for the next twelve (12) month period of time based on University University 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, University 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 University or any party related to University 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 Texas, without regard to the conflicts of law rules thereof.

Compliance with Laws. Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Prairie View A&M University to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Prairie View A&M University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on Prairie View A&M University except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by Prairie View A&M University nor any other conduct, action, or inaction of any representative of Prairie View A&M University relating to this Agreement constitutes or is intended to constitute a waiver of Prairie View A&M University or the state's sovereign immunity.

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 Plan and/or other terms of this Agreement following the expiration of the Service Plan University choose. Notwithstanding anything to the contrary herein, the price and other material terms for the particular Service Plan University elect will not be changed until the expiration of that Service Plan in effect.

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 _____, 2025 (the “Effective Date”).

Java Connections, LLC

Prairie View A&M University

d/b/a LaptopsAnytime

By: Jonathan Ruttenberg

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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:

_____,2025 Agreed to by:  _____ the **Gold Plan (5 Year Refresh Program)** to start on **October 15**

by: _____ the **Silver Plan “Smart Door/Drawer Only”** to start on _____ Agreed to

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.

- 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 University r account
- o Maintenance of on-site inventory for minor spare parts
- o Free newly designed Smart-Bay hardware
- o Discounted installation of New Smart-Bays
- o On-site support at \$90/hour + Travel Expenses
- 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 newly designed Smart-Bay hardware
- o Discounted installation of New Smart-Bays
- o On-site support at \$100/hour + Travel Expenses
- 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 Free newly designed Smart-Bay hardware
- o Installation of New Smart-Bays
- o On-site support at \$125/hour + Travel Expenses
- o Smart-Bay Non-Recurring Engineering (NRE) at \$4,000 per design
- o Includes 2-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 + travel expenses
- o Includes free shipping via ground shipping for replacement parts
- o Since 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 University decide to upgrade from one Service Plan Level to another, this can be done at any time by paying the differential between University University current Service Plan and the new Service Plan for previous plan years and then paying the higher rate going forward. For those on previous Service Plan Levels prior to 11.1.19, University have the option to upgrade. Contact us at 877.836.3727 for more information.

COMMENT HISTORY



Signature Request – C25-05-20607 Laptop Anytime Connect

Sender:	PVAMU Contract Administration
Envelope Id:	3eef4c9a-5614-471f-930f-298f7905bab4
Time Zone:	(UTC-06:00) Central Time (US & Canada)
Date Sent:	10/20/2025 11:09:28 AM
Date Completed:	10/20/2025 1:37:21 PM

Private: ldmendez@pvamu.edu

PVAMU Contract Administration (sender) -10/20/2025 11:09:30 AM
contractadmin@pvamu.edu

Insert your department's physical or mailing address: