

# 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. 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 bay for SmartBay upgrades). Should you choose to downgrade your plan after the first or second year, your SmartBay upgrade rate will default to the lowest plan chosen.

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 in its entirety or any component.

**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 Texas, 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 Dallas County Texas 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 or 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 \_\_\_\_\_, 2018 (the "Effective Date").

**Java Connections, LLC  
d/b/a LaptopsAnytime**

**[Client's Legal Name]**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
17304 Preston Road, Suite 800  
Dallas, TX 75252

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

## EXHIBIT A: SERVICE PLANS

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

Client hereby elects the Platinum Plus Plan to start on \_\_\_\_\_ Agreed to by: \_\_\_\_\_

the Gold Plan to start on \_\_\_\_\_ Agreed to by: \_\_\_\_\_

the Silver Plan to start on \_\_\_\_\_ Agreed to by: \_\_\_\_\_

### **Platinum Plus Plan:**

### **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 SmartBay upgrades
- o Free installation of newly designed Smart-Bay hardware
- 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 \$65/hour
- o Smart-Bay Non-Recurring Engineering (NRE) at \$2,000 per design
- o Includes free next-day shipping and replacement parts
- o After three consecutive annual terms on the Platinum Plus Plan, Smart-Bay updares are provided to you FREE of Charge.

### **Gold Plan:**

### **Annual Fee = 6% 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 free part replacements and shipping via 2-day Air shipping
- o After three consecutive annual terms on the Gold Plan, Smart-Bay upgrade designs at \$700 per bay

### **Silver Plan:**

### **Annual Fee = 3% 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 Smart-Bay Non-Recurring Engineering (NRE) at \$5,000 per design
- o Includes free part replacements and shipping via ground shipping
- o Smart-Bay upgrade components at \$1,000 per bay