

ADDENDUM to AB KIOSK AUTOMATED MONITORING SOLUTION PROPOSAL
Between
LARAMIE COUNTY AND PRECISION KIOSK TECHNOLOGIES, INC.

THIS ADDENDUM is made and entered into by and between the Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003, on behalf of the Laramie County Sheriff's Office ("COUNTY") and Precision Kiosk Technologies, Inc., 7320 Ohms Lane, Edina, MN 55439 ("CONTRACTOR") (COUNTY and CONTRACTOR collectively known as "Parties" herein.) The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the "AB Kiosk Automated Monitoring Solution Customer Proposal", (hereinafter "Agreement"), attached and incorporated herein as "**Attachment A.**" The Agreement is for CONTRACTOR to provide hardware and software to implement fully automated pretrial, probation, and alcohol monitoring for low-risk clients for COUNTY. The Agreement comprises of a Proposal and Exhibit A called "Products and Services" (totaling 8 pages) dated November 4, 2024.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until the Agreement and Addendum are completely performed or are terminated as provided herein.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR \$1,750 per kiosk, per month, together with other charges detailed in Exhibit A of "Attachment A."

IV. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services as fully described in "Attachment A."

V. MODIFICATIONS

1. Page 5, Recitals, Section 10, titled "Confidentiality" is hereby **modified** to **replace** the final paragraph of Section 10 that commences "Breach of this section..." through "...attorney fees and costs.": *"All data is subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 et. seq., the Parties agree that no shared information will be sold, given or loaned to any person or entity not a Party to this Agreement without the express written consent of the owner of the information."*

To ensure compliance while safeguarding proprietary information and intellectual property:

- The Parties agree that information identified as proprietary, trade secrets, or otherwise confidential under applicable law shall be protected to the fullest extent allowable under the WPRA.
 - If a public records request is made that includes such information, the COUNTY shall notify the CONTRACTOR in writing immediately and prior to disclosure, affording the CONTRACTOR an opportunity to seek a protective order or other legal remedy to restrict disclosure.
 - The COUNTY agrees to disclose only the minimum amount of information required by law and, where feasible, to redact sensitive proprietary details such as software codes, system designs, and financial terms, to the extent permissible under the WPRA.
 - No data or information shared under this Agreement shall be sold, loaned, or disclosed to any non-party without the express written consent of the owner, except as required by law.
2. Page 5, Recitals, Section 12, titled “Indemnification” shall be **removed** as indemnification is more completely outlined in this addendum within General Provisions, paragraph 12, below.
 3. Page 6, Recitals, Section 14 titled “Advertising Rights” is hereby **modified** to add the following final sentences of Section 14: *“Customer will have the right to reject any advertising to conform with internal requirements to restrict inappropriate advertisements, and will require 20 days of notice to review any third-party advertising campaign prior to its installation. The right to reject any inappropriate advertisements as deemed by Customer, is absolute. Any such rejection of advertisement by Customer that results in pecuniary injury to Contractor will be borne exclusively by Contractor.”*
 4. Page 6, Recitals, Section 15 titled “Default” shall be **removed**. Wyoming’s Constitution does not permit its local governments to pay for any default damages listed therein without taxpayer approval.
 5. Page 6, Recitals, Section 16 titled “Miscellaneous” shall be **removed** as those subjects are addressed by the General Provisions of this Addendum, below.

All “removed” items under this Modifications section will have no force or effect on the Parties.

VI. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR

is free to perform the same or similar services for others.

2. Entire Agreement: The Agreement (8 pages) and this Addendum (5 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

5. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive the COUNTY's governmental immunity as provided in this Agreement and Addendum.

8. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

9. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

10. Governmental/Sovereign Immunity: The COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-

101 et seq., by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

12. Indemnification: To the fullest extent permitted by law, each party agrees to indemnify and hold harmless the other party, including its elected and appointed officials, employees, and agents, from and against any and all claims, actions, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligence, wrongful acts, or omissions of the indemnifying party, its employees, contractors, or agents in connection with the performance of this Agreement.

This indemnification obligation shall not apply to the extent any such claims, damages, liabilities, or expenses arise from the negligence, wrongful acts, or omissions of the indemnified party, its employees, contractors, or agents. Both parties agree to promptly notify the other of any claims subject to indemnification and to cooperate in the defense or settlement of such claims.

Each party shall maintain adequate liability insurance coverage to fulfill its obligations under this section and shall provide proof of such coverage upon request.

14. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

15. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

16. Limitation on Payment: The COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment

of claims, if the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

17. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

18. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

19. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

[remainder of page intentionally left blank, signatures on following page]

**ADDENDUM to AB KIOSK AUTOMATED MONITORING SOLUTION PROPOSAL
Between
LARAMIE COUNTY AND PRECISION KIOSK TECHNOLOGIES, INC.**

SIGNATURE PAGE

LARAMIE COUNTY

By: _____ Date Feb 4, 2025
Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date Feb 4, 2025
Laramie County Clerk

CONTRACTOR: PRECISION KIOSK TECHNOLOGIES, INC.

By: _____ Date _____

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 1/27/25
Laramie County Attorney's Office

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date _____
Laramie County Sheriff's Office

Precision Kiosk Technologies
7320 Ohms Lane
Edina, MN 55439
Phone: 651-383-1211

Proposal For:	
Sheriff Brian Kozak 1910 Pioneer Avenue Cheyenne, Wy 82001	Your Dedicated Account Manager is: Michael Noel (651) 383-1215 mnoel@precisionkiosktech.com

Overview

Precision Kiosk Technologies is pleased to present a proposal to provide hardware and software to implement fully automated pretrial, probation, and alcohol monitoring for low-risk clients.

PKT's client management software program and AB Kiosk® - or ABK - allow jurisdictions to automate the monitoring of at-risk populations. The AB Kiosk solution is a secure integrated system automating alcohol screening, pretrial services, and probation check-ins. The ABK can also efficiently monitor diversion, treatment, and work-release, program participants.

It comprises two tightly integrated components – a stand-alone interactive kiosk and an easy-to-use cloud-based client management software program. Implementing the autonomous system, law enforcement, corrections, and probation organizations reduce administrative workloads, lower costs, free up and refocus frontline personnel for higher-value work, and can potentially decrease offender housing costs. The AB Kiosk solution automates test and check-in scheduling, data collection, and reporting at the client and program levels.

The AB Kiosk Solution consists of the following:

An automated interactive kiosk using biometric fingerprint authentication to verify the individual's identity; it captures still images and video as it administers each breathalyzer test session and uploads the test results. You can also use the touchscreen on the interactive Kiosk to deliver customized questionnaires to selected individuals. The Kiosk manages up to 30 individuals per hour, all without any direct supervision by your staff.

A robust offender-management software program that provides detailed real-time activity logs simplifies new client onboarding and management, coordinates regular and randomized test scheduling, and allows the supervisors to deliver messages to clients and receive alerts from the system. Your deputies and other supervisors can access their offender management dashboards via desktops, laptops, or smartphones and generate testing reports on any segment of your client population.

The Benefits Are Obvious

- Isolate populations keeping low-risk probationers from high-risk probationers.
- Present client-specific probation questions and integrate the answers into the client's file
- Reduce the need for face-to-face meetings and mitigate the spread of contagions.
- Enable low-risk clients to check-in 24/7 on any AB Kiosk in their jurisdiction, with less intrusive impact on their daily lives.

- Reduce the annual cost of manual testing as the – AB Kiosk allows you to reallocate valuable resources to more meaningful tasks.
- AB Kiosk users report quicker testing times: End-users appreciate the ease and speed of testing.
- Able to handle multiple programs: The PKT Admin software allows you to manage clients in various programs on a single Kiosk, integrating your testing programs
- Up to 30 events per hour: Variable daily population management is easily accommodated
- Automatic notification: The system can be set to notify clients and supervisors of kiosk interactions automatically
- Reduce housing costs: Low-risk inmates can be placed on a monitoring regimen, reducing housing costs while meeting judicial penalty requirements and mitigating societal risks.
- As the network of AB Kiosks grows across adjoining counties and jurisdictions, clients can meet court obligations at their closest ABK, whether it is in their county or not.

This Automated Breathalyzer Kiosk Customer Agreement ("Agreement") is made between Custom Control Systems, Inc. d/b/a Precision Kiosk Technologies ("PKT") located at 1705 Wilkie Drive, Winona, Minnesota 55987, and Laramie County Sheriff's Office 1910 Pioneer Avenue Cheyenne, WY 82001

RECITALS

PKT is the manufacturer of the Automated Breathalyzer Kiosk ("ABK" or "AB Kiosk"), a fully automated autonomous breathalyzer kiosk and related software solutions for alcohol intoxication monitoring as described in the attached Exhibit A (the "Products"); designed for Law Enforcement and Community Corrections applications.

The Customer is a Law Enforcement or Community Corrections agency or organization that desires to use an ABK for breath alcohol testing and offender information management, including but not limited to; 24/7 Sobriety Programs, day reporting, probation check-in, pre-trial conditions, Huber/work release, and drug court check-in.

The User is any person assigned to take an alcohol screening test on the ABK by the Customer.

THEREFORE, the parties agree as follows:

1. Equipment. Customer will receive the ABK and related equipment described in Exhibit A.
2. Term of Agreement. The term of this Agreement shall be 24 months, commencing on 11/15/2024. Following that, the agreement will automatically renew on a month-to-month basis following the 24 months and continue in full force and effect, provided that either party may terminate the Agreement at any time on 30 days written notice.
3. License and Usage Fees:
 - i. Price per Kiosk: \$1750.00 / month for probation check-in management.
 - ii. PKT will provide software services and supplies, including:
 - Cloud services and data storage;
 - ABK software updates;
 - Offender management program software updates;
 - Remote kiosk monitoring;
 - 50 onsite licenses for the use of the Offender management program;
 - Testing straws; and
 - ABK printer paper.
 - iii. Credit Card Fees. If Customer accepts ABK User payments by credit card, The User shall be responsible for all third-party credit card processing fees. PKT may withhold the amount of any third-party fees from, and pay such third-party fees out of, any proceeds due to Customer under this Agreement. Third-party credit card fee rates are subject to change. PKT may, in its sole discretion, change card processing vendors.
 - iv. Sales Taxes. Customer shall be solely responsible for all sales taxes, if any, arising from the User Fees charged by Customer to individuals permitted to use the ABK.

4. Delivery, Installation, and Training. PKT will arrange to deliver the ABK to Customer at a mutually-agreeable date and location. PKT will send a representative to Customer's site to assist with installation as required and perform software and Kiosk training. The PKT representative will train Customer's personnel in using the ABK system's administrative website and ABK troubleshooting tasks. PKT will provide up to 8 hours of onsite training. Some training may be provided via distance learning or web-based training tools. Additional training requested by Customer may be subject to training fees determined by PKT and may vary by location and other factors.

Customer agrees to provide a clear area for the ABK to be installed. Customer agrees to provide clean uninterruptable power and Cat-5 or better internet access to the kiosk. Customer agrees to at all times keep the ABK in a climate-controlled environment maintaining a constant temperature between 65 and 85 degrees Fahrenheit and sheltered from elements such as snow, rain, excess wind, or other unfavorable weather conditions or other elements.

Should a scheduled installation and training session require rescheduling, the Customer agrees to notify PKT at least five days in advance.

5. Customer Support. PKT's Customer Support will be available to assist Customer with any questions or concerns during regular business hours of Monday – Friday 8:00 AM – 4:30 PM CST, excluding Federal Holidays, via phone or email at no additional charge. PKT will use reasonable efforts to respond to all Customer support inquiries outside of regular business hours, but Customer understands that PKT does not currently staff a 24/7 customer support center.
6. Data Storage & Accessibility. All data entered into or collected by an AB Kiosk ("User Data") shall be the property of PKT and kept confidential, provided that Customer may access or use the User Data at any time during the term of this Agreement. Upon termination of this Agreement, PKT will provide an electronic copy of the User Data to Customer. PKT shall have no further obligation to keep or maintain any User Data. PKT may, at its discretion, utilize third-party service providers to host kiosk applications and provide other services, including but not limited to cloud-based third-party secure data storage services.
7. Kiosk Ownership. PKT shall retain exclusive ownership of the ABK and any additional equipment supplied to Customer as part of this Agreement, including but not limited to the AB Kiosk, Pedestal, calibration canisters, and any other equipment provided under this Agreement. PKT retains exclusive ownership and title to each system, the documentation, and all portions, modifications, and copies thereof (including interface programs) created or adapted by PKT or its contractors in connection with the ABK system. PKT retains all copyright and intellectual property rights in everything PKT develops before or during this Agreement, including the system(s), methodologies, software, documentation, and know-how. PKT also retains all copyright and other intellectual property rights in all reports, written advice, or other materials PKT provides to Customer. Customer shall have no copyright or intellectual property rights in any program or system it develops with respect to the ABK systems. Customer will transfer to PKT all such intellectual property rights immediately upon creating such rights. All ABK units must be returned to PKT upon the termination of this Agreement in good repair and in substantially the same condition as when received by Customer, ordinary wear and tear excepted.
8. Kiosk Damage. Customer shall be solely responsible for any damage to the ABK, misuse of the ABK system, and deletion of any User Data or other information from the system by Customer or Customer's invitees, including but not limited to offenders who use the ABK.
9. PKT Software License. PKT grants to the Customer a nontransferable, nonexclusive license to use the ABK system subject to this Agreement's terms and conditions. Customer may not assign this license to a third party without the prior written consent of PKT. Customer shall not (nor allow any third party to): (i) decompile, disassemble, copy, or reverse engineer any part of the ABK system, including but not limited to any software of PKT, (ii) remove any product identification, copyright or proprietary notices from copies of documentation provided with the ABK system, or (iii) modify or incorporate the system into other software or create a derivative work from any part of the ABK system. The ABK system shall permanently reside on PKT's (or its service provider's) servers, and the Customer shall have no right to any object or source code of the ABK system.
10. Confidentiality. Both parties agree to keep all proprietary information about the ABK system and data collected confidential. "Confidential Information" includes any information that PKT discloses in

connection with this Agreement that is marked or otherwise designated as confidential. PKT product or service development plans, deliverables, written reports, pricing and payment terms, software code, admin site processes, and documentation shall be deemed Confidential Information, whether or not individually marked. Unless PKT expressly authorizes disclosure in writing or required by law, Customer shall keep all Confidential Information private, take all reasonable precautions to protect its confidentiality, and not disclose it to, or use it for the benefit of, any third party. Suppose disclosure of any Confidential Information is required by law or an order issued by any court. In that case, Customer shall immediately—and before any disclosure—notify PKT so that PKT may seek injunctive relief, a protective order, or any other remedy that may be available to restrict disclosure.

Customer agrees to keep the ABK locked and secured, except while necessary for maintenance performance. Customer shall not take photographs, videos, or otherwise show the inside of the ABK to any third party, including but not limited to manufacturers, distributors, press, attorneys, or any other third party, without prior written approval from PKT.

Breach of this section constitutes a material breach of this Agreement and shall be deemed to cause irreparable injury to PKT. PKT shall be entitled to injunctive relief without bond, in addition to other relief to which PKT may show itself justly entitled, and reasonable attorney fees and costs.

11. Limited Warranty and Limits on PKT Liability. PKT will remain the owner of all AB Kiosks and will be responsible for repairing or replacing any parts that fail to perform as designed.

PKT AND ITS THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS SHALL NOT BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY CUSTOMER'S EQUIPMENT OR CUSTOMER'S USERS. PKT DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. PKT AND ITS THIRD-PARTY PROVIDERS OR SUPPLIERS SHALL NOT BE LIABLE FOR SERVICE INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT, OTHER SOFTWARE, OR SERVICES NOT PROVIDED BY PKT OR ITS THIRD-PARTY PROVIDERS OR SUPPLIERS, OR FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTIONS NOT WITHIN THE COMPLETE CONTROL OF PKT OR ITS PROVIDERS OR SUPPLIERS EVEN IF PKT OR ITS THIRD-PARTY PROVIDERS OR SUPPLIERS KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN THE EVENT OF ANY SYSTEM ERROR OR OMISSION, THE SOLE OBLIGATION OF PKT SHALL BE TO PROCESS A CORRECTION OF THE ERROR OR OMISSION AS REASONABLY NECESSARY. PKT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF PKT, ITS THIRD-PARTY PROVIDERS, OR SUPPLIERS FOR ACTUAL PROVEN DAMAGES FOR ANY CAUSE, INCLUDING BUT NOT LIMITED TO FAILURE OF OR DISRUPTION OF SERVICE, REGARDLESS OF WHETHER IN CONTRACT, TORT, OR NEGLIGENCE, SHALL BE LIMITED TO THE LOWER OF THE COST OF REPLACING THE DEFECTIVE SYSTEM OR THE AMOUNT PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE PERIOD SUCH DAMAGES OCCUR. IN NO EVENT SHALL PKT, ITS THIRD-PARTY PROVIDERS, OR SUPPLIERS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF BUSINESS OPPORTUNITY. THIS LIMITATION INCLUDES ANY LIABILITY ARISING OUT OF THIRD-PARTY CLAIMS FOR ANY CAUSE WHATSOEVER MADE AGAINST CUSTOMER.

12. Indemnification. Customer shall indemnify, defend, and hold harmless PKT from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising from this Agreement or Customer's use of the ABK system, including without limitation use by Customer's employees and any offenders. The Customer's indemnification and hold harmless obligations to PKT shall not apply to liabilities, losses, damages, costs, or expenses caused by PKT's negligent acts or omissions. Customer further agrees to indemnify and hold PKT harmless from all loss and damage to the ABK and any related equipment during the term of this Agreement and any extension thereof. Customer acknowledges and agrees that included in this indemnity clause, without limiting any of the foregoing, is Customer's assumption of any and all liability for any damage or injury of any kind caused by the operation, use, control, or handling of the ABK.

13. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay (a) arises out of or is caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, riots, acts of war or terrorism, natural disasters or acts of God; (b) materially affects the performance of any of its obligations under this Agreement; and (c) could not reasonably have been foreseen or provided against.
14. Advertising Rights. The ABK can display two types of advertisements: Ad Loop and In-Use Advertisement, collectively referred to as Advertisements.

The Ad Loop is a continuous loop of images or video files displayed on the touch screen while the kiosk is not used.

In-Use Advertisements are still-frame images displayed while the kiosk is being used. One In-Use advertisement is displayed while the fuel cell sensor is warming up, and a second in-use advertisement is displayed while the fuel cell analyzes the test sample.

Advertisements can be loaded onto kiosks remotely using the PKT Admin Site to generate an Advertisement Campaign. If Customer is creating a new Advertisement Campaign and loading new artwork that has not previously been used on an AB Kiosk Advertisement Campaign, PKT will need to approve the artwork before it is posted; such approval will not be unreasonably withheld. PKT will approve and post new artwork within 48 hours of generating the New Campaign. Artwork that PKT has approved can be used continuously for new or edited Advertisement Campaigns without any additional approval by PKT.

PKT may, at its sole discretion, directly sell advertisements, engage third parties to sell advertisements, and in some cases may allow Customer to sell advertising. PKT will at all times retain management rights to display advertisements on the AB Kiosk. PKT makes no representations, promises, or estimates as to how many Advertisements PKT will be able to sell or what the potential revenue will be for any AB Kiosk. Suppose PKT has identified an advertising opportunity for Customer. In that case, PKT may send the Customer the full details of the proposed campaign, including kiosk locations, dates, artwork, campaign revenue, and the proposed revenue split with Customer for the specific proposed campaign.

All allocation of revenue from Advertisements with Customers shall be determined at PKT's sole discretion and subject to change by PKT in its sole discretion from time to time.

15. Default. PKT may terminate this Agreement at any time if Customer fails to pay any amount when due or otherwise breaches this Agreement. All past due amounts owed to PKT shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest rate under applicable law from the due date until paid in full. PKT shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements in any action to collect a past-due balance. In the event of early termination of this Agreement due to a breach by the Customer, including but not limited to termination resulting from Customer's failure to satisfy the Required Monthly Minimum set forth above, Customer shall pay PKT liquidated damages equal to the greater of either (a) the average total monthly service and usage fees for the use of the AB Kiosk during the then-most-recent three months, or (b) total service and usage fees based on the Required Monthly Minimum per month, multiplied by the number of months remaining in the initial 24-month term of this Agreement, in addition to all past due amounts, interest, attorneys' fees, costs, disbursements, and any other damages and remedies that may be available at law or in equity. In the event of a material breach of the Agreement by PKT, which PKT does not cure in thirty (30) days of written notice from Customer, Customer may terminate this Agreement without penalty.

16. Miscellaneous. No waiver of any breach or default under this Agreement will be construed as a waiver of any subsequent default, nor shall the failure to exercise any right accrued hereunder be deemed a waiver thereof. This Agreement embodies the full and complete understanding of the parties and supersedes any prior agreement, warranty, or representation other than as specified herein. This Agreement may not be modified unless in writing and signed by an authorized officer of the parties. This Agreement shall be governed by the laws of the State of Minnesota, and any dispute arising hereunder shall be resolved in the District Courts of Hennepin County, Minnesota. If any provision of this Agreement is held to be illegal, invalid, unenforceable, or against public policy, the remaining provisions of the Agreement shall remain valid and enforceable.

Signatures

Precision Kiosk Technologies

Customer

Name: Patrick McKinney
Title: General Manager

Name: Brian Kozak
Title: Sheriff

Signature:

Signature: 

Date:

Date: 1-28-25

Laramie County Commissioner Chair

Name: Gunnar Malm
Title: Laramie County BoCC Chair

Signature:

Date:

Laramie County Clerk

Name: Debra Lee
Title: Clerk

Signature:

Date:

EXHIBIT A

PRODUCTS AND SERVICES

1. AB Kiosk – Automated Breathalyzer Kiosk
 - a. AB Kiosk Components:
 - i. Kiosk Painted Enclosure
 - ii. 19" Touch Screen
 - iii. Computer
 - iv. PKT Breathalyzer
 - v. Bill Acceptor
 - vi. Credit Card Acceptor
 - vii. Fisheye Camera
 - viii. Biometric Fingerprint Reader
2. AB Kiosk Floor Pedestals (if Required)
 - a. Painted to match the enclosure
3. One (1) case of straws provided with the AB Kiosk.
 - a. Replacement Individually Wrapped Testing Straws @ \$135.00 per 10,000 straws.
4. One (1) case of printer paper provided with the AB Kiosk.
 - a. Replacement Printer paper @ \$90.50 per 50 rolls
5. One Calibration canister is provided with the AB Kiosk.
 - a. Replacement Calibration canister @ \$150.00 per canister
 - b. The calibration regulator is invoiced to Customer at \$285.00 ea.
6. PKT Offender Management software access