

STATE OF TEXAS

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COUNTY OF FORT BEND

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**RENEWAL OF ADDENDUM TO END USER LICENSE AND SERVICE AGREEMENT
COMPRISE TECHNOLOGIES
FISCAL YEAR 2020**

THIS RENEWAL ("Renewal") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Comprise Technologies, Inc. ("Comprise"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, County and Comprise previously executed the Addendum to End User License and Service Agreement on November 14, 2014 (the "Agreement"), and subsequently renewed and amended the terms of the Agreement as evidenced by the documents dated April 28, 2015, July 26, 2016, January 24, 2017, September 4, 2018, and January 29, 2019 ("Subsequent Renewals").

WHEREAS, County desires to renew licenses and support at a cost of an amount not to exceed \$33,868.00 effective November 2, 2019 – November 1, 2020, as described by Exhibit "A".

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and Comprise is hereby amended as follows:

1. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under the Agreement, Fort Bend County shall notify all necessary parties that the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Confidential Information.** Comprise expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Comprise shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Comprise for any reason are hereby deleted.

6. **Software Assurance.** Comprise represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") furnished by Comprise to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Comprise will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of the Comprise's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the Comprise's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Comprise in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. By signature below, Comprise represents pursuant to Section 2252.152 of the Texas Government Code, that Comprise is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. As required by Chapter 2270, Government Code, Comprise hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
10. **Conflict.** In the event of a conflict between the terms of this 5th Amendment and the Agreement, the terms of this 5th Amendment shall control.
11. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
12. **Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

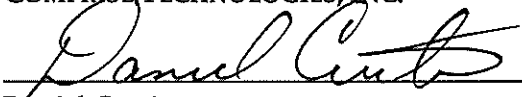
Signatures Follow On Next Page

IN WITNESS WHEREOF, this Renewal is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Renewal and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

COMPRISE TECHNOLOGIES, INC.

KP George, County Judge



Daniel Curtin,
President

Date

11-18-19

Date

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A

REQ # 180974



COMPRISE TECHNOLOGIES, INC.
 P.O. Box 425
 Navesink, NJ 07752-0425

Fort Bend County Library
 1001 Golfview Drive
 Richmond, TX 77469

Renewal Quote

DATE	8/6/2019
QUOTE #	Q1900085
CUSTOMER #	085-00
TERMS	Due on Renewal

If required, please provide Purchase Order 30 days in advance. This is an estimate of your current annual renewal and does not reflect any future purchases. QUESTIONS? Please call 732-291-3600

DESCRIPTION	Qty	Unit Price	Extended Amo...
Smart Access Manager (SAM), SmartALEC Wireless and SmartKiosk Software/Hardware Systems for the Fort Bend Public Library ANNUAL RENEWAL BILL EFFECTIVE - 11/02/19 to 11/01/20			
SAM Software License Renewal		13,808.00	13,808.00
SMART ALEC Wireless/Mobile Print Software License Renewal		9,538.00	9,538.00
SmartKiosk Hardware Licensing, Maintenance and Support Renewal	7	1,396.00	9,772.00
Merchant Account License Renewal (one license for all Kiosks)	1	750.00	750.00
The following additional purchases have already been prorated for a common annual renewal date with initial purchase and will be added to next year's annual renewal SAM, SmartAlec and SmartKiosk for Mission Bend and Missouri City branches			
SAM Server Access License	0	1,321.00	0.00
SMART ALEC Wireless Software License: Mission Bend	0	1,742.00	0.00
Smart Kiosk Hardware Licensing, Maintenance & Support: Mission Bend/inc. client license	0	1,453.50	0.00
SMART ALEC Wireless Software License: Missouri City	0	1,557.00	0.00
Smart Kiosk Hardware Licensing, Maintenance & Support: Missouri City/inc. client license	0	1,453.50	0.00
SOLE SOURCE: Smart Access Manager (SAM), SmartALEC and SmartKiosk products are licensed, sold and supported exclusively by Comprise Technologies, Inc. We do not offer, sell or license our products through local dealers or distributors. Comprise Technologies, Inc. software and licensing is not available in any other form or under any other brand name.			

There are three components to a COMPRISE software renewal: 1) Product Licenses which extend your authorization to use our software on client computers and access corresponding server software, from the locations and in the manner described in the User Agreement; 2) Customer Service / Technical Support which provides you with convenient access to instructional resources and personnel trained in the installation, configuration, and resolution of problems with our products; 3) Upgrade and Feature Entitlement Program which is a systematic approach for maintaining compatibility with new operating system versions and security patches, as well as a way to provision your version of Comprise product with new or enhanced features as they are released!	QUOTE TOTAL \$33,868.00
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COPYRIGHT NOTICE: Please be advised that your software license is a legal instrument protected under United States copyright law and unlicensed use constitutes copyright infringement under this law.
TERMS: After the initial contract term, the license agreement shall automatically renew for additional one (1) year terms thereafter, unless written notice is received at least thirty (30) calendar days prior to the expiration of the current term.