

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**RENEWAL OF ADDENDUM TO END USER LICENSE AND SERVICE AGREEMENT
WITH COMPRISE TECHNOLOGIES, INC.
FISCAL YEAR 2023**

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 (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties 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, December 10, 2019, January 7, 2021, and December 14, 2021 (collectively the "Subsequent Renewals"), incorporated fully by reference; and

WHEREAS, Comprise is the sole source provider of the *SAM Smart Access Management System, SmartALEC Wireless Print, Smart Kiosk Payment System, and SAM integrated ContentKeeper* software/hardware systems, as indicated by the letter attached as Exhibit "2" and incorporated fully by reference; and

Now, THEREFORE, County and Comprise desire to amend said Agreement as set forth below:

- I. Amendments
 1. **Scope of Services.** Comprise shall continue to provide product and/or services as described in Comprise's Renewal Quote (Quote # Q2200097), attached as Exhibit "1" and incorporated fully by reference.
 2. **Term.** This Agreement shall renew and this Renewal is effective as of November 2, 2022 and shall expire no later than November 1, 2023, unless terminated sooner pursuant to this Agreement. This Renewal shall not automatically renew, but may renew upon written agreement of the parties.
 3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Comprise may submit invoices electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this 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. 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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

4. **Limit of Appropriation.** Comprise's fees shall be calculated at the rates set forth in the attached Exhibit 1. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit 1 is \$53,632.70. In no case shall the amount paid by County under this Renewal exceed the Maximum Compensation without an approved change order. Comprise clearly understands and agrees, such understanding and agreement being of the absolute essence of this Renewal, that County shall have available the total maximum sum of \$53,632.70, specifically allocated to fully discharge any and all liabilities County may incur. Comprise does further understand and agree, said understanding and agreement also being of the absolute essence of this Renewal, that the total maximum compensation that Comprise may become entitled to and the total maximum sum that County may become liable to pay to Comprise shall not under any conditions, circumstances, or interpretations thereof exceed \$53,632.70.
5. **Public Information Act.** 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 or this Renewal to the contrary, County will make any information related to this Renewal and 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. The terms and conditions of the Agreement and this Renewal are not proprietary or confidential information.
6. **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. Comprise shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Comprise, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Comprise or any of Comprise's agents, servants or employees.
7. **Applicable Law; Arbitration; Attorney Fees.** 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. 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. County does not agree to pay any and/or all attorney fees incurred by Comprise in any way associated with the Agreement.

8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Comprise hereby verifies that Comprise and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Comprise does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Comprise does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Comprise does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, COMPRISE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Product Assurance.** Comprise represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") 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 Comprise's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and 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.

11. **Personnel.** Comprise represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that Comprise shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the services when and as required and without delays. All employees of Comprise shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Comprise or agent of Comprise who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the services required under this Agreement.

12. **Termination.**

12.1 Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

12.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If Comprise fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If Comprise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

12.3. If, after termination, it is determined for any reason whatsoever that Comprise was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 12.1 above.

12.4. Upon termination of this Agreement, County shall compensate Comprise in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced

to County. Comprise's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.

12.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Comprise.

13. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

14. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Comprise release any material or information developed or received in the performance of the services hereunder without the express written permission of County, except where required to do so by law.

15. **Confidential Information.** Comprise acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Comprise or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Comprise shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Comprise) publicly known or is contained in a publicly available document; (b) is rightfully in Comprise's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Comprise who can be shown to have had no access to the Confidential Information.

Comprise agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Comprise uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Comprise shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Comprise shall advise County immediately in the event Comprise learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Comprise will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or

Comprise against any such person. Comprise agrees that, except as directed by County, Comprise will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Comprise will promptly turn over to County all documents, papers, and other matter in Comprise's possession which embody Confidential Information.

Comprise acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Comprise acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Comprise in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

16. Notices.

16.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

16.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Information Technology Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: Comprise Technologies, Inc.
Attn: _____
P.O. Box 425
Navesink, New Jersey 07752

16.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 16.1 and 16.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

16.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

16.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

17. Insurance.

A. Prior to commencement of the Services, Comprise shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Comprise shall provide certified copies of insurance endorsements and/or policies if requested by County. Comprise shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Comprise shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Comprise shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

- C. If required coverage is written on a claims-made basis, Comprise warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
 - D. Comprise shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Comprise.
18. **Independent Contractor.** In the performance of work or services hereunder, Comprise shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Comprise or, where permitted, of its subcontractors. Comprise and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
19. **Performance Warranty.** Comprise warrants to County that Comprise has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Comprise will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards. Comprise warrants to County that the services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits 1 and 2.
20. **Use of Customer Name.** Comprise may use County's name without County's prior written consent only in any Comprise's customer lists, any other use must be approved in advance by County.
21. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Comprise as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 3 for work performed. Comprise shall promptly furnish all such data and material to County on request.

22. **Inspection of Books and Records.** Comprise will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Comprise for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
23. **Compliance with Laws.** Comprise shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Comprise shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
24. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Addendum and Exhibit 1.
25. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
26. **Remote Access.** As applicable, if Comprise requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Comprise's product and/or services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Comprise is granted remote access to County Systems:
- (A). Comprise will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). Comprise will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Comprise will not access County Systems via unauthorized methods.
 - (C). Comprise's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for Comprise to provide product and/or services to County pursuant to this Agreement.
 - (E). Comprise will allow only its Workforce approved in advance by County to access County Systems. Comprise will promptly notify County whenever an individual member of Comprise's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Comprise will keep a log

of access when its Workforce remotely accesses County Systems. Comprise will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

- (F). If any member(s) of Comprise's Workforce is provided with remote access to County Systems, then Comprise's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Comprise to comply with this Section may result in Comprise and/or Comprise's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Comprise, is under the direct control of Comprise, whether or not they are paid by Comprise and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

- 27. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- 28. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
- 29. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any 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.
- 30. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

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

KP George
County Judge

Date

ATTEST:

Laura Richard, County Clerk

COMPRISE TECHNOLOGIES, INC.

Paul Curtis
Authorized Agent – Signature

Daniel Curtis
Authorized Agent- Printed Name

PRESIDENT
Title

11-8-22
Date

REVIEWED:

Robyn Doughtie
Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit 1: Comprise's Renewal Quote (Quote # Q2200097); and
Exhibit 2: Sole Source Letter

EXHIBIT 1



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

Fort Bend County Library
1001 Golfview Drive
Richmond, TX 77469

Renewal Quote

DATE	7/21/2022
QUOTE #	Q2200097
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 - 11/02/22 to 11/01/23			
SAM Software License Renewal		15,129.00	15,129.00
SMART ALEC Wireless/Mobile Print Software License Renewal		12,837.00	12,837.00
SmartKiosk Hardware Licensing, Maintenance and Support Renewal	11	1,417.00	15,587.00
Merchant Account License Renewal (one license for all Kiosks)	1	750.00	750.00
Content Keeper SM3 Filter Appliance and Reporter	1	1,454.70	1,454.70
Content Keeper Filter License Subscription		7,875.00	7,875.00
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

\$53,632.70

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.

EXHIBIT 2



Comprise Technologies, Inc.
1041 Route 36, P.O. Box 425
Navesink, NJ 07752
Voice: 1.800.531.0132 x230
Fax: 732.291.3699

Higher Standards – Relentless Commitment

August 2022

FORT BEND COUNTY LIBRARY, TX

Sole Source Certification

Comprise Technologies, Inc. (Comprise) is the only company that offers *SAM Smart Access Management System, SmartALEC Wireless Print, Smart Kiosk Payment System, and SAM integrated ContentKeeper* software/hardware systems. Comprise software 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 and SAM, SmartALEC, Smart Kiosk, and SAM Integrated Content Keeper are not available in any other form or under any other brand name.

Comprise has under their employ Software Developers, Technical Support Specialists, Remote and On-site Implementation staff that are trained to support our customers for new installs, maintenance requirements and upgrade configuration. Comprise is the only source for the development of our proprietary software as well as the support and maintenance of that software and all hardware devices that integrates with the software. Annual renewal of licensing includes the technical software support, extended hardware maintenance, and the annual version release for the software this product as described herein.

Since Comprise is the Sole Developer/Manufacturer of our software, we are also the only company that can customize the application source code to meet the configuration requirements of each customer and our hardware products.

Renewal Components:

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.

Please let us know if additional information is necessary. We look forward to the opportunity to continue to serve your Library.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Curtin", written in a cursive style.

Daniel Curtin
President
Comprise Technologies, Inc.