

STATE OF TEXAS

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COUNTY OF FORT BEND

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SECOND AMENDMENT TO COMPRISE TECHNOLOGIES
END USER LICENSE AND SERVICE AGREEMENT

THIS SECOND AMENDMENT ("2ND Amendment") 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").

WHEREAS, County and Comprise previously executed the End User License and Service Agreement dated November 14, 2014, and subsequently amended the terms of the Agreement as evidenced by Amendment To Comprise Technologies End User License and Service Agreement dated April 28, 2015 (attached hereto as "Exhibit 1" and collectively referred to as "Agreement");

WHEREAS, the Agreement was originally executed by the County Purchasing Agent in accordance with section 262.003 of the Texas Local Government Code. County and Comprise now desire to amend said Agreement, which will result in County expenditures exceeding the \$50,000.00 threshold amount under section 262.003. The 2ND Amendment shall be presented to the Fort Bend County Commissioners' Court for approval.

WHEREAS, County desires to purchase licenses for the use of two (2) Smart Kiosks, two (2) Smart Terminals, SmartAlec Mobile Printing and six (6) SAM Public Print Release station licenses. Additionally, County desires to purchase onsite installation and training for the equipment and services.

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

1. Comprise shall provide the end user licenses, equipment, and services for use at the Cinco Ranch Library and George Memorial Library as described in Exhibit 2.
2. Payment shall be made in accordance with the Payment Schedule set forth in Attachment 2.
3. Insurance.
 - a. Comprise, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:
 - i. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

• Employers Liability - Each Accident	\$1,000,000
• Employers Liability - Each Employee	\$1,000,000
• Employers Liability - Policy Limit	\$1,000,000
 - ii. Commercial General Liability Insurance with limits of not less than:

• Each Occurrence Limit	\$1,000,000
• Damage to Rented Premises	\$300,000
• Personal & Advertising Injury	\$1,000,000
• General Aggregate	\$2,000,000

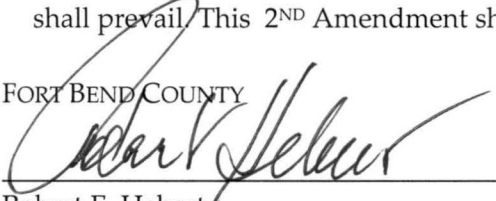
- Products - Completed Operations Aggregate \$2,000,000

The required commercial general liability policy will be issued on a form that insures Comprise's or its subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

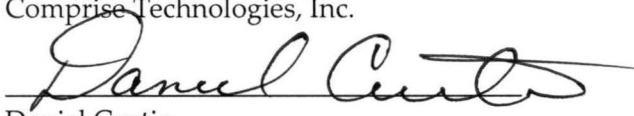
- iii. Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;
- iv. Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Comprise and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Comprise agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement.
- b. Comprise will deliver to County evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any services by Comprise under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- c. All insurance policies, with the exception of worker's compensation, employer's liability, and professional liability will be endorsed and name the County as Additional Insured for liability caused in whole or in part by Comprise's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Comprise. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.
- d. Comprise hereby waives all rights of subrogation against the County. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County. No policy will be canceled until after thirty (30) days' unconditional written notice to the County. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to County thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy.
- e. Comprise is responsible to pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by County prior to the performance of any services by Comprise under the Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
- f. Certificates of Insurance and Additional Insured Endorsements as required by the Agreement will be mailed, faxed, or emailed to the following County contact:
Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: 281-341-3751
Email Address: RiskMgmt@fortbendcountytexas.gov

- g. Comprise's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Comprise's or subcontractor's insurance will be kept in force until all services have been fully performed and accepted by County in writing.
4. Except as modified herein, the Agreement remains in full force and effect. If there is a conflict between this 2ND Amendment and the Agreement, the provisions of this 2ND Amendment shall prevail. This 2ND Amendment shall be effective upon execution by the County.

FORT BEND COUNTY


Robert E. Hebert,
County Judge


Comprise Technologies, Inc.


Daniel Curtin,
President

July 26, 2016
Date

7 - 15 - 16
Date

ATTEST:


Laura Richard,
County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$27,256.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

Attachments:

Exhibit 1 – Amendment To Agreement for Comprise Technologies End User License and Service
Exhibit 2 – Additional Product Endorsement

COMPRISE TECHNOLOGIES, INC.

1041 Route 36 West, Bldg B
P. O. Box 425
Navesink, NJ 07752-0425
732-291-3600 FAX 732-291-3699

**Renewal Quote**

Fort Bend County Library
Jill Sumpter
1001 Golfview Drive
Richmond, TX 77469

DATE	8/6/2015
QUOTE #	Q1300078
CUSTOMER #	085-00
TERMS	Due on Renewal

DESCRIPTION	Qty	Unit Price	Extended Amo...
Smart Access Manager (SAM), Internet Filtering and SmartKiosk Software/Hardware Systems for the Fort Bend Public Library ANNUAL RENEWAL BILL EFFECTIVE - 11/02/15 to 11/01/16			
SAM Software License and Technical Support Renewal		13,808.00	13,808.00
WFR350 Filter Appliance Renewal	1	530.00	530.00
Internet Filter License Subscription Renewal	555	13.00	7,215.00
The following have been prorated for a common annual renewal date			
SmartKiosk Hardware Licensing, Maintenance and Support Renewal Installed 8/2015 - first year included Prorating for period to cover 9/2016 to 11/2016 Annual cost \$3,481: \$290.08 per month for 2 months	2	290.08	580.16
SmartAlec Mobile Print Licensing and Support Renewal Installed 8/2015 - first year included Prorating for period to cover 9/2016 to 11/2016 Annual cost \$1,742: \$145.17 per month for 2 months	2	145.17	290.34
SOLE SOURCE: Smart Access Manager (SAM) 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. Smart Access Manager 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
			\$22,423.50

If required, please provide Purchase Order in advance. Invoices are sent the month prior to the renewal/due date, payable in US dollars. This quote is an estimate of your current annual renewal and does not reflect any future purchases. Questions? Please call 732-291-3600

STATE OF TEXAS

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COUNTY OF FORT BEND

**AMENDMENT TO COMPRISE TECHNOLOGIES END USER
LICENSE AND SERVICE AGREEMENT**

THIS AMENDMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Comprise Technologies, Inc. (hereinafter "Comprise").

WHEREAS, County and Comprise previously executed an End User License and Service Agreement dated November 14, 2014 ("Agreement") attached hereto and incorporated by reference as Attachment A.

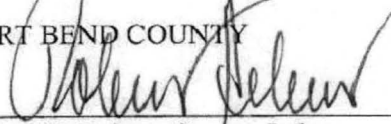
WHEREAS, the Agreement was originally executed by the County Purchasing Agent in accordance with section 262.003 of the Texas Local Government Code. County and Comprise now desire to amend said Agreement, which may result in County expenditures exceeding the \$50,000.00 threshold amount under section 262.003. The Amendment shall be presented to the Fort Bend County Commissioners' Court for approval.

WHEREAS, County desires to purchase licenses for the use of two (2) Smart Kiosks, two (2) Smart Terminals, SmartAlec Mobile Printing and six (6) Print Release station licenses. Additionally, County desires to purchase onsite installation and training for the equipment and services.

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

1. Comprise shall provide the end user licenses, equipment, and services as described in Attachment B.
2. Payment shall be made in accordance with the Payment Schedule set forth in Attachment B.
3. Except as modified herein, the Agreement remains in full force and effect. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.
4. This Amendment shall be effective upon execution by the County.

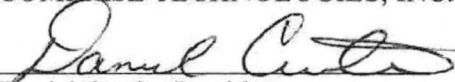
FORT BEND COUNTY


 Robert E. Hebert, County Judge

4-28-2015

Date

COMPRISE TECHNOLOGIES, INC.

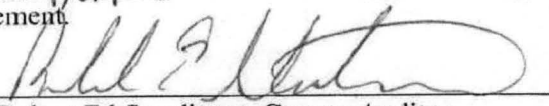

 Daniel Curtin, President

ATTEST:


 Laura Richard, County Clerk


AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 24,019.90 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

Attachments:

- Attachment A – Agreement for Comprise Technologies End User License and Service
- Attachment B – Additional Product Endorsement

Attachment A

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM TO END USER LICENSE AND SERVICE AGREEMENT

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Comprise Technologies, Inc. (hereinafter "Comprise").

THAT, WHEREAS, the parties have executed and accepted that certain End User License and Service Agreement, attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. All references to the Fort Bend County Library shall be deleted and replaced with Fort Bend County.
2. **Indemnity.** 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.
3. **Insurance.** 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 a 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:
 - a. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - b. 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.

Attachment A


- c. 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.
- d. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- e. Professional Liability insurance with limits not less than \$1,000,000.

All Liability Insurance policies shall name County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.

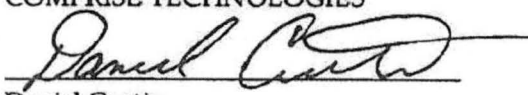
If required coverage is written on a claims-made basis, Comprise warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

- 4. **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.
- 5. **Term.** This Agreement is effective November 1, 2014 and shall terminate October 31, 2016 unless the parties mutually agree in writing to renew the Agreement.

FORT BEND COUNTY


Gilbert D. Jalomo, Jr. CPPB
Purchasing Agent11-14-14
Date

COMPRISE TECHNOLOGIES


Daniel Curtin
President11-13-14
Date

Attachment A

EXHIBIT A

Attachment A

Exhibit A

**COMPRISE TECHNOLOGIES, INC.
END USER LICENSE AND SERVICE AGREEMENT**

This License And Service Agreement, (Agreement), is made and entered into this 2nd day of November, 2009, by and between Comprise Technologies, Inc. (Comprise) located at 1041 Route 36 West, PO Box 425, Navesink, New Jersey 07752 and Fort Bend County Library (Licensee) located at 1003 Golfview Drive, Richmond, TX 77469.

Recitals

Comprise is in the business of developing and commercializing proprietary PC Access Management, and Revenue Management System software, Internet resources, and peripheral devices.

Licensee is a library, library system, or a cooperative/service center in the business of offering library services to the public and/or its' membership.

Licensee desires to obtain the right to use certain Comprise proprietary technology and information in connection with the Licensee's computer services.

NOW THEREFORE, the parties agree as follows:

Contract Documents

The provisions of this document along with the following Exhibits incorporated herein by reference collectively form and are referred to as the "Agreement".

Exhibit A	Licensee Information
Exhibit B	Product Functions and Components
Exhibit C	Site Preparation Documentation and Completed Site Report
Exhibit D	Installation, Training, Technical Support, Maintenance and Repair/Replacement
Exhibit E	Cost and Payment
Exhibit F	Accelerated Development Amendment
Exhibit G	Form of Addendum (for future use)
Exhibit H	Federal & State Sales Tax Applicability Documentation

For the purposes of this Agreement:

- Licensee shall be the business organization set forth in Exhibit A to this Agreement.
- "PRODUCT" shall have the meaning set forth in Exhibit B to this Agreement.

Statement Of Intent

The purpose of this Agreement is to provide the PRODUCT to Licensee, or the branches of Licensee located at the addresses scheduled on Exhibit A.

PRODUCT Delivery And Installation

PRODUCT shall be delivered to the Licensee by Comprise within thirty (30) calendar days of the execution of this Agreement by both parties, or as otherwise specified in Exhibit A.

At Licensee's option and expense, PRODUCT can be installed by Comprise. Installation of PRODUCT shall occur within normal library business hours unless otherwise requested by Licensee. If Comprise is to install PRODUCT, Licensee agrees to designate an authorized representative to sign a Library Preparation Form when the location is ready and a Completed Site Report when the mutually acceptable functionality is reasonably available for Library's use, attached as Exhibit C.

PRODUCT Acceptance

Attachment A

Exhibit A

For purpose of acceptance, PRODUCT shall perform satisfactorily without any "Critical" failures as defined in the Technical Support section of Exhibit D for a period of thirty (30) calendar days under normal operation and intended use.

In case of failure prior to acceptance, Licensee shall provide Comprise with a total of thirty (30) calendar days to resolve problems and restore PRODUCT functions as defined in this Agreement. If the failure cannot be resolved within that time period, Licensee can return PRODUCT and Comprise shall refund any payments made toward the purchase price as set forth in Exhibit E within thirty (30) calendar days to the Licensee.

Comprise shall not be liable or responsible nor be in default of this Agreement for any local, regional, or global problems with the communications network, nor Force Majeure, nor by damage caused by negligent use by Licensee, library staff or other users.

Cost And Payment

Payment for PRODUCT as set forth in Exhibit E shall be due upon delivery (or installation by Comprise at Licensee's option), unless otherwise specified in Exhibit E. Additional Licensees also may obtain PRODUCT according to the unit costs set forth in Exhibit E or pro-rata computation of unit costs if not specified.

Term And Termination.

This Agreement shall commence on the Agreement Date and continue for the Initial Term set forth on Exhibit A and shall be automatically renewed for additional one (1) year terms thereafter, unless earlier terminated pursuant to this section below, or by Licensee upon any anniversary of the Agreement Date by providing Comprise at least thirty (30) calendar days notice of non-renewal, or by Comprise effective at expiration of the initial term or any extended term thereafter by providing Licensee at least ninety (90) calendar days notice of non-renewal.

This Agreement may be terminated by either party by reason of a material breach hereof by the other party, following thirty (30) calendar days (15 days in the case of a payment default) notice and failure of the breaching party to cure the breach.

Upon termination of this Agreement, all license rights hereunder will terminate and Licensee will immediately cease use of PRODUCT software and return all copies of PRODUCT in the possession of, or under the control of, Licensee. Licensee's liability for any charges, payments, fees or expenses due to Comprise that accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date. All indemnities, rights to accrued or accruing payments, confidentiality obligations, and employment restrictions shall survive termination.

Restrictions on Licensee

Licensee shall not make or distribute copies of PRODUCT software except as provided under this Agreement.

Licensee shall not de-compile, reverse engineer, disassemble, or otherwise reduce PRODUCT software to human-perceivable form.

The Licensee shall not access, request delivery of or use the software source code except as may be provided under separate Source Code Agreement.

Licensee shall not modify, rent, lease, lend, transfer, sell, distribute, assign the rights to, or create derivative works of PRODUCT or any part thereof.

Licensee shall notify its employees and/or agents who may have access to PRODUCT of the restrictions contained in this Agreement and make every reasonable effort to ensure their compliance with these restrictions.

Licensee shall not, nor shall it knowingly permit, others to use PRODUCT:

- (a) for any unlawful, immoral, harmful, fraudulent, or obscene purpose;
- (b) to send any virus or harmful code to any third party;
- (c) to attempt to or to break into or violate the security of any computer file, database, or network, or violate another person's privacy or access, alter, steal, corrupt, or destroy any data;

Attachment A

Exhibit A

- (d) to alter, tamper with, repair, circumvent any aspect of PRODUCT;
- (e) to make unauthorized representations or claims regarding PRODUCT.

In the event that Licensee, or any third party through Licensee, directly or indirectly, inadvertently, negligently or otherwise, violates any of the prohibitions herein, Comprise expressly reserves the right to immediately suspend or terminate this Agreement without further liability or obligation to Licensee. In addition, Licensee agrees to indemnify and hold Comprise harmless from and against any and all damages, expenses, judgments, settlements, claims, liabilities, losses or costs of civil or criminal defense, including reasonable attorneys' fees, that arise out of such violation, whether incurred by Comprise directly or paid to a third party.

License

Licensee is granted a non-exclusive, nontransferable end user license to use PRODUCT software in the normal course of Licensee's business in the sites and/or on the PCs scheduled in Exhibit A. Licensee is authorized to make copies of the software and any associated documentation provided by Comprise so that Licensee has sufficient copies to support its use of the product. Such use is restricted to Licensee's facilities.

Ownership

The foregoing License gives Licensee limited rights to use PRODUCT. Comprise retains title to PRODUCT software, source code, documentation, manuals, artwork and all copies thereof, all of which are protected by United States copyright laws, international treaty provisions, the Uniform Commercial Code, and Agreement law. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Comprise. Licensee acknowledges that nothing in this Agreement shall give it any right title or interest in PRODUCT, other than the License rights granted herein.

Limited Warranties

COMPRISE WARRANTS TO LICENSEE THAT DURING THE TERM OF THIS AGREEMENT, PRODUCT WILL CONFORM TO ITS DOCUMENTATION AND SPECIFICATIONS WHEN USED IN COMPLIANCE WITH SUCH DOCUMENTATION, AND WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE. IF THE LICENSEE SHOULD DISCOVER A WARRANTY CLAIM HEREUNDER, COMPRISE WILL CORRECT THE PROBLEM WITHIN 30 CALENDAR DAYS TIME OF RECEIVING WRITTEN NOTICE OF THE CLAIM FROM LICENSEE. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPRISE HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR ANY WARRANTY ARISING OUT OF CUSTOM, COURSE OF PERFORMANCE OR TRADE. FURTHERMORE, LICENSEE ACKNOWLEDGES IT HAS RELIED ON NO OTHER WARRANTIES AND THAT NONE ARE MADE BY COMPRISE, ITS SUPPLIERS OR AUTHORIZED SOLUTION PROVIDERS. IF LICENSEE'S JURISDICTION DOES NOT ALLOW THE ABOVE DISCLAIMER OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH IMPLIED WARRANTIES IS LIMITED TO 60 CALENDAR DAYS FROM THE DELIVERY OF PRODUCT TO LICENSEE. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF PRODUCT.

Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPRISE OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY OR LICENSING OF PRODUCT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) BASED ON BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE PRODUCT, WHETHER OR NOT THE POSSIBILITY OR CAUSE OF SUCH DAMAGES WAS KNOWN TO COMPRISE. IN ANY

Attachment A

Exhibit A

EVENT, COMPRISE'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE TO COMPRISE IN THE TWELVE (12) MONTHS PERIOD PRECEDING ANY NOTICE OF CLAIM BY LICENSEE. LICENSEE ACKNOWLEDGES THAT SERVICE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPRISE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Licensee's Indemnification of Comprise

Licensee shall indemnify, hold harmless and defend Comprise and its directors, officers, employees and agents, at Licensee's expense, against any and all losses, liabilities, judgments, awards and costs (including reasonable legal fees and expenses) arising from or relating to any breach or default of Licensee's obligations under this Agreement or arising from any negligent act or omission or willful misconduct by Licensee or its employees, agents, invitees, licensees, or users.

Comprise' Indemnification of Licensee

Comprise will indemnify, hold harmless and defend Licensee and its directors, officers, employees and agents, at Comprise expense, against any and all losses, liabilities, judgments, awards and costs (including reasonable attorneys' fees) arising from or relating to (a) any default by Comprise hereunder; (b) any negligent act or omission or willful misconduct by Comprise or its employees, agents, invitees, or licensees; or (c) any claim that Licensee's use or possession of PRODUCT infringes or violates U.S. copyright, U.S. trade secret or other U.S. proprietary right of any third party; provided, that Comprise will not be required to indemnify Licensee hereunder for (i) liability created by any Licensee modifications or changes to PRODUCT from those specifications listed in the attached Schedule(s) and (ii) for Licensee's failure to use PRODUCT as described in the Schedule(s) or to implement a fix provided by Comprise.

Indemnification Procedure

The party seeking indemnification ("Indemnified Party") shall provide the other party ("Indemnifying Party"): (a) reasonably prompt written notice of any such claim or action and permit the Indemnifying Party, through counsel reasonably acceptable to the Indemnified Party, to answer and defend such claim or action; and (b) information available to the Indemnified Party, reasonable assistance and authority, at the Indemnifying Party's expense, to assist the Indemnifying Party in defending such claim or action. The Indemnifying Party will not be responsible for any settlement made by the Indemnified Party without the Indemnifying Party's written permission, which permission shall not be unreasonably withheld. In the event the parties agree to settle a claim or action, each party agrees not to publicize the settlement (except to the extent required by law) without first obtaining the other party's written permission, which permission will not be unreasonably withheld. The Indemnified Party shall have the right to employ separate counsel and participate in the defense of any claim or action at its own cost and expense.

Confidentiality

Each party agrees that it will not disclose to any third party or unauthorized personnel any information concerning the customers, Agreement pricing, trade secrets, methods, processes, procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of the other party unless such disclosure is required by law.

Employment Restriction

Licensee agrees that during the term of this Agreement and for a period of one (1) year thereafter, it shall not in any way intentionally induce, persuade, or permit any Comprise programming or technical support personnel to become an employee, consultant, or agent of Licensee.

Force Majeure

Attachment A

Exhibit A

The parties will not be in default and liable for breach of this Agreement in the event their business is interrupted because of strikes, labor disturbances, lockout, riot, fire, flood, outside electrical failure, outside telecommunications facilities failure, computer virus, act of God, the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the parties to control and which may prevent or delay them from performing their obligations hereunder.

Notices

All notices must be delivered to the persons whose names, addresses, signatures and titles are located at the end of this Agreement in the mutual signature block. All notices shall be in writing and shall be deemed given if delivered by personal delivery, by certified or registered mail with return receipt required, by recognized overnight delivery services, or by a comparable delivery system. Facsimile notice may be used so long as legitimate evidence of receipt is available and such proof is presented in the event of a dispute. Notice shall be effective upon receipt.

Miscellaneous

Section Headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

Governing Law And General Provisions

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Licensee is located. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. The rights in this Agreement are personal to Licensee and shall not be transferred or assigned by operation of law or otherwise, without the prior written consent of Comprise. Any transfer or assignment in violation of this paragraph shall be void and will have no force and effect to Comprise.

Entire Agreement; Amendment

Upon execution, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede and merge all prior and contemporaneous communications, understandings and agreements. This Agreement shall not be amended except by a written amendment subsequent to the effective date and signed by a corporate officer of Comprise and an authorized representative of Licensee.

COMPRISE TECHNOLOGIES, INC.
1041 Route 36 West
PO Box 425
Navasink, New Jersey 07732

By: 

Print Name: Daniel Curtin

Title: President

Date: 9-16-14

Port Bond County Libraries
1003 Golfview Drive
Richmond, TX 77469

By: 

Print Name: Gilbert Salano

Title: Purchasing Agent

Date: 11-14-14

Attachment A

Exhibit A

EXHIBIT A

LICENSEE INFORMATION

Name: Fort Bend County Libraries

Address: 1003 Golfview Drive

City, State, Zip Code: Richmond, TX 77469

Agreement Date: The date this License And Service Agreement is executed by Comprise.

Initial Term Start Date: The date that the Completed Site Installation Report is signed by Licensee. If no Completed Site Installation Report is signed by the Licensee, then the date of Comprise' final invoice for the initial implementation of this product shall serve as the Initial Term Start Date.

Initial Term Install Date: Start Date.- installed 11/1/2003

Contract Renewal: Five (5) years from the new Renewal date 11/1/2014

Renewal Date: Every year on November 1, - for 12 months forward to the next renewal Date

Number of Site Licenses: 10

Number of PC Licenses: 555

Number of Filter Licenses 555

Licensed Location(s):

BRANCH NAME	PHONE NUMBER	ADDRESS
Albert George Branch Library (Needville)	979-793-4270	9230 Gena Street Needville, TX 77461
Bob Latta Pulaheer/ Simonton Branch Library	281-633-4675	8100 FM 359 South Pulaheer, TX 77441
Cinco Ranch Branch Library	281-395-1311	2620 Commercial Center Blvd. Katy, TX 77494
First Colony Branch Library	281-238-2800	2121 Austin Parkway Sugar Land, TX 77479
George Memorial Library	281-342-4455	1001 Golfview Richmond, TX 77469
Hemie George Branch Library (Stafford)	281-238-2880	320 Dulles Avenue Stafford, TX 77477
Missouri City Branch Library	281-238-2100	1530 Texas Parkway Missouri City, TX 77459
Stennis Branch Library	281-238-2900	8411 Stennis Springs Blvd. Missouri City, Texas 77459-7810
Sugar Land Branch Library	281-238-2140	550 Eldridge Sugar Land, TX 77478
University Branch Library	281-633-5100	14010 University Blvd. Sugar Land, Texas 77479-4293

Attachment A

Exhibit A

EXHIBIT B

PRODUCT FUNCTIONS AND COMPONENTS

Product: SAM

PRODUCT shall be defined as a product capable of performing the functions and consisting of the components on the literature scheduled below and on the attached Cost Proposal, all of which shall be provided by Comprise unless otherwise specified.

Literature Title
SAM v 8.5 Overview -

Document No.
SAMO_100

Licensee acknowledges and agrees that any function of Product that is dependent upon communication with, or information from, any other product will function only to the extent consistent with such communication or information.

Payment Card Acceptance Products: At Licensee's option, this Agreement authorizes Comprise to provide certain bank and leisure card processing software, processing services, and/or related software, hardware, and peripheral equipment to Licensee. Payment Card Acceptance Products may be itemized herein or listed on a separate Comprise Cost Proposal. Payment Card Product may have been accepted by the Licensee prior to, contemporaneously with, or after the execution of this Amendment.

Acknowledgement of the Payment Card Industry Data Security Standard: Licensee acknowledges that it has been made aware of the Payment Card Industry Data Security Standard (a copy of which is attached hereto).

Acknowledgement of the Payment Card Industry Merchant Designation: Licensee acknowledges that it has been made aware of the Payment Card Industry's designation of Licensee as a "Merchant" for the purpose of accepting financial transactions with payment cards. Licensee agrees that it will comply with the Merchant requirements of the Standard. Further, Licensee represents that it meets the criteria established for the fourth level of merchant volume, specifically:

Any merchant processing fewer than 20,000 Payment Card e-commerce transactions per year, and all other merchants-regardless of acceptance channel-processing up to 1,000,000 Payment Card transactions per year.

Licensee agrees that it will notify Comprise in writing when its payment card processing volume exceeds or is reasonably expected to exceed the criteria established for the fourth level of merchant volume of the Standard. Licensee and Comprise agree that Comprise may submit a Cost Proposal to meet the security requirements of the appropriate higher merchant volume under the Standard. Licensee and Comprise agree that Licensee may engage alternate services for payment card processing.

Compliance with Payment Card Industry Data Security Standard: Comprise Product(s) will protect cardholder data as required by the fourth level of merchant volume of the Standard, specifically:

- Encrypt transmission of cardholder data and sensitive information across public networks
- Not store the full contents of any track from the magnetic stripe on any bank card any longer than is necessary to process the transaction
- Not store the Card Validation Code (CVC) from any bank card
- Store only that portion of a customer's account information that is necessary to the Licensee's business.

Attachment A

Exhibit A

EXHIBIT C

SAM Site Preparation Form

**SAM Libraries
ONLY**
Complete form
when ready for
site installation

Location: _____ City, St: _____

Responsible Party: _____ Date: _____

Library has requested that Comprise install PRODUCT software at the location(s) listed above. By signing this form, Library is confirming that it is ready for such installation, having prepared itself as more fully described in the Installation Procedure Checklist and other documents supplied by Comprise. This confirmation includes, but is not limited to:

ADVANCE TESTING AND ACCEPTANCE OF INTENDED-USE MODULES BY LIBRARY (check all that apply)

Authentication

- ☐ PRODUCT is communicating with the Library's ILS database in a manner and frequency desired. Library is able to apply desired patron record information to PRODUCT functionality.

PC Session Manager

- ☐ PRODUCT is performing Log on/off, with session timers and messages at correct times and with Location settings in all modes, including safe mode.

Internet Manager

- ☐ PRODUCT is granting access to the Internet in the manner and with entitlements desired.

Public Print Manager

- ☐ PRODUCT is managing print in the manner and with limitations/charges desired. **WE HAVE TESTED PRINTING WITH Microsoft Office, Internet browsers and Adobe PDF files.**

Reservations

- ☐ PRODUCT is signing persons up, whether in Reservation or 1st Available format, and assigning PCs in a manner desired.

Staff Functions

- ☐ PRODUCT is enabling staff to perform the functions we desire.

Point of Sale Functions

- ☐ PRODUCT is enabling staff to perform the functions we desire.

Payment Card Processing Functions

- ☐ PRODUCT is enabling the payment card processing functions we desire.

Library acknowledges it has been informed that PRODUCT will be installed exactly as it has been tested and accepted by the Library. By signing this form the Library is acknowledging that PRODUCT has tested to their expectations and that the target PCs, printers, copiers, etc. are ready and in place for Comprise to schedule site installation. Conditions differing from those specified above, or different from those agreed to in advance by Comprise, or changes in the way that PRODUCT is configured, will result in additional charges, which Licensee agrees to reimburse at the labor rate of \$130 per hour.

Library acknowledges it has been informed that differing site conditions will result in additional charges.

Signed & Dated By:

For Library	Date	For Comprise	Date
_____	_____	_____	_____

Attachment A

Exhibit A

EXHIBIT C

Library Preparation Form

Non-SAM
Libraries ONLY
Complete form
when ready for
site installation

Location: _____ City, St: _____

Responsible Party: _____ Date: _____

Library has requested that Comprise install PRODUCT software at the location(s) listed above. By signing this form, Library is confirming that it is ready for such installation, having prepared itself as more fully described in the Installation Procedure Checklist and other documents supplied by Comprise. This confirmation includes, but is not limited to:

ADVANCE FIELD TESTING AND ACCEPTANCE OF INTENDED-USE MODULES BY LIBRARY

- A. Authentication
 - ☐ PRODUCT is receiving patron record data from the Library's ILS database in a manner and frequency desired. Valid Patrons are able to utilize PRODUCT functionality.
- B. Payment Processing
 - ☐ PRODUCT is communication with the Library's ILS database in a manner and frequency desired. PRODUCT is able to apply payment information to Library's ILS database.
- C. Staff Functions
 - ☐ PRODUCT is enabling staff to perform the functions we desire.

Library acknowledges it has been informed that the installation of PRODUCT will be most efficient and have the greatest likelihood of success if the product is installed exactly as it has been field tested by the Library. Library further acknowledges it has been informed that the Comprise installer will resist changing the way the product is configured during his/her site visit and Library agrees to this restriction.

By signing this form the Library is acknowledging that PRODUCT has tested to their expectations and that the intended PCs and printers are ready and in place for PRODUCT installation team to schedule site installation.

Library acknowledges it has been informed that differing site conditions may result in additional charges.

Signed & Dated By:

For Library	Date	For Comprise	Date
_____	_____	_____	_____

Attachment A

Exhibit A

EXHIBIT C

Completed Site Report

Location: _____ City, St: _____

Comprise Installer: _____ Date: _____

PRODUCT/Version(s): _____ Number of Sites: _____ Number of PCs: _____

This report verifies that the installer has finished the task of installing PRODUCT software on each licensed computer and that to the satisfaction of each signing party PRODUCT is functioning at the indicated location. This report releases the installer from further work at the site.

IMPORTANT: Signing this form does not mean that PRODUCT software is running without "bugs", or that the library has had sufficient time to use the product and report on the functionality of each element. Comprise Technologies continues to be responsible for the support and maintenance of PRODUCT as specified in the License Agreement.

This report establishes for the record a date at which this library can begin using PRODUCT. By signing it the Library indicates that Comprise may invoice and receive payment for PRODUCT at this site. This report also establishes the Initial Term Start Date for PRODUCT License and Maintenance obligations.

Punch List Items

The following items are to be completed, but do not prevent the Library from using PRODUCT

Description	Affected Functionality	Expected Delivery Date

Signed & Dated By: _____

For Comprise

Date

For Library

Date

Attachment A

Exhibit A

EXHIBIT D

INSTALLATION, TRAINING, TECHNICAL SUPPORT,
MAINTENANCE AND REPAIR/REPLACEMENT

INSTALLATION

At Licensee option, Comprise can install PRODUCT at library facilities. Comprise installation services are strictly based upon the following requirements, which Licensee agrees to:

- A. Installation will be by site appointment, which is subject to change with 3 days notice,
- B. Patron computers on which PRODUCT is to be installed will be turned off and removed from public service for the duration of the installation appointment,
- C. Comprise installer(s) shall be given reasonable unrestricted access to Licensee facilities,
- D. Comprise installer(s) shall be given a library-computer-network account login and password with sufficient rights to accomplish unaided installation of PRODUCT on any intended Licensee device, including servers,
- E. Conditions differing from those specified above, or different from those agreed to in advance by Comprise will result in additional charges, which Licensee agrees to reimburse at the cost actually incurred or pay at the labor rate of \$130 per hour.

TRAINING

Training of Licensee/Library staff in use of PRODUCT and of individual system components shall be by Comprise or Comprise representatives unless otherwise specified. Comprise shall provide training and user manual documentation as follows:

1. Administrator (person responsible for policies and parameters); this individual is usually well versed in PRODUCT functionality long before the installation. Comprise provides guides to assist in the planning and preparation for PRODUCT. The Administrator is free to participate in the "hands-on" training of the Application Specialist, who actually implements the policies and parameters determined by the library.
2. Application Specialist (person responsible for the server); this individual is trained "hands-on" during the server software installation.
3. Technical Staff (person(s) responsible for library network, computers, and printers); this individual(s) is trained "hands-on" during the library software installation.
4. Staff (person(s) who works in library) are trained in ½ day sessions with practice exercises that are divided into three parts:
 - a. Understanding the PRODUCT patron interface,
 - b. Using the PRODUCT staff interface, and,
 - c. Implementing the policies of the library.

Staff training shall be performed during a series of half-day consecutive sessions, at a mutually acceptable centralized Licensee facility until all selected staff has had the opportunity to attend one session. Staff training sessions shall be concurrent with site installation.

Training of Library staff, including any and all required travel, lodging, meals, transportation, and/or related expenses, shall be included in the payment(s) to the extent specified in Exhibit E, Cost And Payment.

TECHNICAL SUPPORT

Licensee understands and agrees that requests of Comprise for technical support are handled on an impact priority basis, and not necessarily on the order in which they are received. Licensee agrees to accurately indicate the Impact Level of each support request according to the following scale:

- B. Critical: System does not function
- C. Moderate: Operation moderately degraded
- D. Minor: No performance impact.

Comprise shall respond to requests for technical support according to the guidelines and procedures more fully described in the PRODUCT Customer Support Manual, a copy of which has been provided to

Attachment A

Exhibit A

Licensee, and which Licensee acknowledges is acceptable to it. Comprise reserves the right to change its technical support guidelines and procedures and will provide Licensee with revised PRODUCT Customer Support Manual(s) as appropriate. Licensee further agrees that any support request that does not include an indication of impact level will be considered by Comprise to be of minor impact.

Licensee agrees to allow Comprise unscheduled remote Internet access to the server(s) on which PRODUCT software is installed. Such access shall facilitate and allow Comprise full access to PRODUCT software, the PRODUCT patron database, and Microsoft Windows directories, and permit unrestricted file transfer and manipulation. Licensee shall be responsible for the purchase and installation of pcAnywhere 32-bit version 10 or newer on the server(s) prior to the scheduled installation of PRODUCT. Licensee agrees to keep pcAnywhere in the waiting mode and provide Comprise with the necessary IP Address, User Name and Password to access the server.

Comprise shall provide to Licensee and shall maintain a single "trouble desk" contact point for report of System defects or problems.

- A. Comprise "trouble desk" contact point shall be responsible for coordination of repair and/or replacement of any and all system components provided by Comprise and Comprise representative.
- B. Comprise shall establish a single contact point between the Licensee and all system manufacturers, and suppliers.
- C. The Comprise "trouble desk" contact point shall be available for the reporting of System problems or defects by calling (800) 531-0132 during the following hours (Monday - Friday 7:00 am. - 9:30 pm., Saturday 9:00 am. - 6:00 pm., Sunday 9:00 am. - 6:00 pm. EST) or by emailing techsupport@comprisetechologies.com.
- D. Requests for technical support with Moderate or Minor impact levels shall be addressed by Comprise during its normal business service hours (Monday - Friday 9:00 am. - 6:00 pm. EST). Requests for support of these impact level may not be addressed on Comprise-recognized holidays or during the period between approximately December 15th and the first Monday of each successive new year.
- E. Licensee shall designate two (2) employees (one in the Library and one in Information Services Division) who will be authorized to contact the Comprise "trouble desk."
- F. Those designated Licensee staff shall coordinate their calls and inquiries so that Comprise does not receive conflicting information or instructions from library.

MAINTENANCE AND REPAIR/REPLACEMENT

All proprietary PRODUCT components as provided by Comprise or Comprise representative shall be maintained by Comprise against defects in workmanship or functionality for a period of twelve (12) months from the date of successful acceptance of PRODUCT by the Licensee. Third party hardware/software is warranted separately by the manufacturer.

Any system components or parts of components provided by Comprise that fail within the maintenance period(s) shall be replaced or repaired by Comprise within three (3) business days, Monday through Friday. This service shall be at no cost to Licensee unless those components or parts have failed due to actions of the Licensee staff or by other system users.

Any and all travel expenses by Comprise or Comprise representative, related to repair or replacement of individual system components within this first twelve month maintenance period, shall be included in the purchase price unless those components or parts have failed due to actions of the Licensee staff or other System users.

Attachment A

Exhibit A

EXHIBIT E

COST AND PAYMENT

Payment Due Date: Upon Presentation of Invoice

Payment Amount: (see below Comprise Renewal Proposal)

Annual Renewal Due Date: One (1) year from the annual renewal date which is 2nd day of November

Annual Renewal Amount: (see below Comprise renewal Proposal) If the Annual Renewal Amount includes third party warranty payments, such Renewal Amount is subject to dollar-for-dollar adjustment to reflect increases/decreases in the actual amount(s) charged by third party vendors.



Smart Access Manager (SAM™)
Annual Renewal

September 16, 2014

Fort Bend County Library System
Fort Bend, TX

Sales Representative: Diane Weinberger
Email: dianew@comprisetechologies.com

Annual SAM Software
Renewal

SAM Software License and Renewal			
I. SAM Annual Software License & Technical Support 10 Sites, 555 Licenses	\$13,808	1	\$13,808
II. MS6 Filter Licenses for 12 Months for 555 Users Renewal for 108 Sites	\$7216	1	\$7216
III. Estimated VVFR350 Renewal to start 11/1/2014 Annual hardware renewal covered	\$530	1	\$530
Total			\$21,554

Notes:

1. If a PO is generated send PO to Diane at 732-281-3899
2. Quote valid for 30 days.
3. Invoice will be issued at 30 days prior to renewal date.

Attachment A

Exhibit A

EXHIBIT F

FORM OF ADDENDUM (for future use)

Issue Date:

Expires in 60 Days if not accepted

Accelerated Development Amendment

Name: _____ Licensee: _____

Address: _____ City, St, Zip: _____

This Amendment is made to the End User License And Service Agreement between Comprise Technologies, Inc. ("Comprise") and the Licensee named above, ("Licensee") with regard to Comprise. In consideration of the mutual covenants and promises set forth herein Comprise and Licensee hereby agree as follows:

FUNCTIONALITY TO BE DEVELOPED

Insert description here or identify additional supporting documents, if any.

FUNCTIONALITY TEST

Insert description here or identify additional supporting documents, if any.

FEES AND EXPENSES

Subject to Comprise' completion of its obligations herein, Licensee agrees to pay Comprise \$XX,XXX.XX in US dollars after issuance of an invoice from Comprise. Payment shall be due upon the occurrence of the following milestones:

Event	Percentage of Payment Due	Dollar Amount Due
Contract Signing	0%	\$ 0.00
Project Completion	100%	\$ 0.00
Total	100%	\$ 0.00

OTHER

This agreement is subject to the terms and conditions of the License And Service Agreement between the parties and the attached Accelerated Development Amendment Terms is hereby incorporated by reference.

Comprise Technologies, Inc.:

Licensee:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COMPRISE USE ONLY**ADA Summary: Components Affected by this Agreement.**

- SAM Managers:** ☐ Session ☐ Reservation ☐ Internet ☐ PC Activity ☐ Print ☐ Security ☐ Reports
- Financial:** ☐ Terminal ☐ Server ☐ Reports
- Authentication:** ☐ Real-time ILS Link ☐ On-time ILS Link ☐ Snapshot ☐ Manual Record Creation
- External Products:** ☐ Proxy/ISA Filter Service ☐ Appliance Filter Service ☐ Other: _____
- Hardware:** ☐ Server ☐ Payment ☐ Copy Controller ☐ Sign-Up ☐ Keyboard ☐ Receipt Printer ☐ Cash Drawer
- Server Software:** ☐ MS SQL 2000 ☐ MS 2000 OS ☐ Microsoft ISA Software ☐ Remote Access
- Support:** ☐ Not Supported* ☐ Supported at Contract Rate ☐ Per additional charge of \$XXXX /year

* Not Supported functionality may not be compatible with future upgrades, enhancements, etc.

Attachment A

Exhibit A

ACCELERATED DEVELOPMENT AMENDMENT ADDITIONAL TERMS

WHEREAS, Licensee desires to have *Comprise*, for integration with *Comprise*'s software products, develop unplanned software with new functionality, accelerate development of software *Comprise* planned for future development or accelerate completion of software currently under development;

WHEREAS, Licensee has agreed to pay *Comprise* in the manner described herein for developing or accelerating development of such software and *Comprise* desires to perform such development as set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Agreement to Develop Software

Subject to the terms and conditions of this Amendment, *Comprise* hereby agrees to develop the software (hereinafter referred to as the "Software"), as more specifically described herein and in any Riders, Exhibits and Attachments attached hereto and which are made a part hereof.

2. Performance and Duties

- A. *Comprise* agrees to perform the described development services in a diligent and professional manner and further agrees to devote such time, energy and attention to the performance of such services as are reasonably necessary to perform this Amendment. Licensee agrees to timely and diligently perform all that shall be required of it in aiding the development process. Licensee acknowledges that any delay in its performance may result in greater than a day for day delay in *Comprise*' performance due to resulting scheduling and prior obligation conflicts. Licensee agrees to observe the business policies, procedures and security requirements of *Comprise*.
- B. Unless specifically stated elsewhere in this agreement no promise to provide future upgrades, modifications, enhancements or improvements to or for the Software is made. Any such upgrades, modifications, enhancements or improvements shall be provided, if at all, pursuant to *Comprise*' End User License and Service Agreement and shall be subject to payment of appropriate maintenance fees for the Software.

3. Term and Termination

- A. This Amendment shall be effective as of the date set forth above and shall continue until the development of the Software is completed. Upon mutual agreement the parties may terminate this Amendment prior to end of the term. Within thirty (30) days of termination of this Amendment, Licensee shall pay to *Comprise* an amount equal to one-half of the specified Total Fee.
- B. Development of the Software shall be deemed complete when the functionality described in the Scope of Work shall be reasonably available for Licensee's use and any specified functionality test shall have been successfully passed. The Software shall not have to be 'bug' free to be deemed complete.

4. Relation of the Parties

Comprise shall perform the work under this Agreement as a non-exclusive independent contractor and nothing herein shall be construed to create any partnership, agency or joint venture relationship between the Parties. Neither Parties' employees, subcontractors, nor the employees of any of them, shall be deemed for any purpose to be employees of the other Party.

5. Other

This Amendment is subject to the Confidentiality, Ownership, Software License, Indemnifications, Limitation of Liability, Governing Law, and all other Terms of the PRODUCT End User License And Service Agreement in effect with your Organization.

END OF PAGE

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Attachment A

Exhibit A

EXHIBIT G. (X)

(Insert sub-number to identify each License revision)

FORM OF ADDENDUM (for future use)

LICENSE AMENDMENT

Upon execution by both parties, the License And Service Agreement, (Agreement), by and between Comprise Technologies, Inc. (Comprise) located at 1041 Route 36, PO Box 425, Navasink, New Jersey 07752 and the Licensee listed below is hereby amended as follows:

Licenses:

Address:

City, State, Zip Code:

Description of Amendment:

Initial Cost of Amendment:

Initial Cost Payment Due Date: Upon Installation

Annual Renewal Cost of Amendment:

Annual Renewal Payment Due Date: Upon Installation

OR

Annual Renewal Due Date: One (1) year from the date that the Completed Installation Report is signed by Licensee.

Entire Addendum; Amendment

This Addendum constitutes the entire amendment of the Agreement between the parties and shall supersede and merge all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof.

COMPRISE TECHNOLOGIES, INC.

1041 Route 36 West

PO Box 425

Navasink, New Jersey 07752

[NAME]

[ADDRESS]

[LOCATION]

By: _____

By: _____

Print Name: Daniel Curtin

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Attachment A

Exhibit A

EXHIBIT H

FORM OF ADDENDUM

FEDERAL & STATE TAX EXEMPTION DOCUMENTATION

Comprise is required to collect and remit to the appropriate taxing authorities all applicable sales and excise taxes on the goods and or services provided under this Agreement. Attach documentation of the Federal and State tax status of your agency.

Attachment B

EXHIBIT G

ADDITIONAL PRODUCT ENDORSEMENT

Upon execution by both parties, the License And Service Agreement, (Agreement), by and between Comprise Technologies, Inc, (Comprise) located at 1041 Route 36, PO Box 425, Navesink, New Jersey 07752 and the Licensee listed below is hereby amended as follows:

Licensee desires to obtain the right to use **two Smart Kiosks, two Smart Terminals, SmartAlec Mobile Printing and six SAM Public Print Release station licenses** which are Comprise proprietary technology and information, in connection with the Licensee's business operations. The purpose of this Endorsement is to license this additional product to Licensee.

This additional product shall be defined as capable of performing the functions and consisting of the components on the literature scheduled below and on the attached Cost Proposal, all of which shall be provided by Comprise unless otherwise specified.

<u>Product Description</u>	<u>Initial Cost</u>	<u>Renewal</u>	<u>Proposal #</u>
Two Smart Kiosks, two Smart Terminals,	\$17,790	\$3,481	12749.1
SmartAlec Mobile Printing & 6 Print Release	\$3,620	\$1,742	12749.1
Onsite Installation and Training	\$2,610		12749.1
	\$24,020	\$5,223	

Cost And Payment

Payment as set forth in the attached Cost Proposal shall be due upon delivery unless otherwise specified herein. Licensee may obtain additional quantities according to the unit costs set forth in the Cost Proposal or a mutually acceptable pro-rata computation of unit costs if not specified.

License

Licensee is granted a non-exclusive, nontransferable end user license to use this additional product in the normal course of Licensee's business. Licensee is authorized to make copies of the software and any associated documentation provided by Comprise so that Licensee has sufficient copies to support its use of the product. Such use is restricted to Licensee's facilities or the facilities provided to Licensee by Comprise.

Other

If this additional product can be used to process payments by credit card, debit card, and/or check, this Endorsement must be executed along with a "PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AMENDMENT".

Entire Endorsement

This Endorsement documents the entire agreement between the parties and shall supersede and merge all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof.

COMPRISE TECHNOLOGIES, INC.
1041 Route 36 West
PO Box 425
Navesink, New Jersey 07752

Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX

By: 

By: _____

Print Name: Daniel Curtin

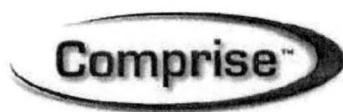
Print Name: _____

Title: President

Title: _____

Date: 4-10-15

Date: _____



Attachment B

Comprise Technologies, Inc.
 1041 Route 36, P.O. Box 425
 Navesink, NJ 07752
 Voice: 800.854.6822
 Fax: 732.291.3699

Empowering Patrons – Liberating Librarians

February 10, 2015

Jill Sumpter, Technology Coordinator
 Fort Bend County Libraries
 1001 Golfview Drive
 Richmond, TX

Dear Jill;

Sole Source Certification

Comprise Technologies, Inc. (Comprise) is pleased to submit this document in support of sole source consideration of **SAM, Smart Access Management Software, SmartPAY Internet Gateway, Smart Money Manager POS System, Smart Kiosk, and Smart Terminal**. Together, these products are the only fully-integrated suite of Library Revenue Management products with documented PCI compliance.

Comprise is the sole developer of **SAM, SmartPAY, Smart Money Manager, Smart Kiosk, and Smart Terminal** proprietary software code. Comprise is the only company that has in its' employ the Requirements Analysts, Software Developers, Technical Support, Remote Software Implementation and On-site Implementation teams that are needed for your new installation, training, maintenance and upgrade of these products. Further, as the sole developer, Comprise is the only company that can modify the application source code to meet the changing operating systems and security standards necessary to protect your investment over the long term.

Product Descriptions:

SAM Software is a proprietary system that runs on the library's public PCs to manage patron authentication, session time, Internet access, and printing or copying. It consists of a SQL web server and PC/mobile device client software that interconnects with the library's ILS patron database. **SAM** enables patron Internet access consistent with the library's policies. **SAM** integrates with the library's selection of Internet wireless-gateway product to provide wireless Internet access consistent with the library's policies. Comprise also offers tightly integrated self-service hardware that enables patrons to pay for print and copies without staff intervention.

SmartPAY is a PCI-compliant Internet Payment Gateway at the center of any payment card transaction originating at any of our products. By itself, **SmartPAY** enables the online payment of ILS charges with credit to the patron account in real time. **SmartPAY** integrates with **Smart Money Manager, Smart Kiosk and Smart Terminal** to enable payment of onsite card transactions at the lowest eligible PCI merchant assessment level. This proprietary integration means that no cardholder data is transmitted or stored on the **Smart Money Manager PC, Smart Kiosk, your ILS server, or any other server within the library network.**

Smart Money Manager is a PC client solution that uses our proprietary software at the staff desk to connect with the library's ILS patron database to transact fine, merchandise, or other payments. **Smart Money Manager** integrates with **SAM Software** to enable deposits to pre-paid accounts that are then used to pay for print and copying, or fines and fees. For payment card transactions **Smart Money Manager** transmits purchase data to our Internet Gateway where it is combined with cardholder data transmitted by our PCI-

compliant **Smart Terminal** for presentation to the library's selection of payment processor. This proprietary integration means that no cardholder data is transmitted or stored on the **Smart Money Manager** PC, your ILS server, or any other server within the library network.

Smart Kiosk is a PC client self-service station that uses our proprietary software to connect with the library's ILS patron database to enable patrons and visitors alike to transact fine, merchandise, or other payments. **Smart Kiosk** integrates with **SAM Software** to enable deposits to pre-paid accounts that are then used to pay for print and copying, or fines and fees. For payment card transactions **Smart Kiosk** transmits purchase data to our Internet Gateway where it is combined with cardholder data transmitted by our PCI-compliant **Smart Terminal** for presentation to the library's selection of payment processor. This proprietary integration means that no cardholder data is transmitted or stored on **Smart Kiosk**, your ILS server, or any other server within the library network.

Smart Terminal is a PCI-compliant PTS "PIN Transaction Security" device that uses our proprietary software to communicate cardholder data to our Internet Gateway for presentation to the library's selection of payment processor. **Smart Kiosk** integrates with **Smart Money Manager**, and **Smart Kiosk** to enable payment card transactions. This proprietary integration means that no cardholder data is transmitted or stored on the **Smart Money Manager** PC, **Smart Kiosk**, your ILS server, or any other server within the library network.

Though each of these products stand on their own, a major benefit to the library is consolidated financial reporting available only because all of these products write transactional data to a single database. Again, through proprietary code the library is able to access a portfolio of reports that consolidate information from all these products.

The information contained herein is submitted in support of sole source consideration. To the best of the knowledge and belief of the undersigned on behalf of Comprise this information is true, correct, and complete.

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

Sincerely,

Dan Curtin

Daniel Curtin
President
Comprise Technologies, Inc.



Attachment B

Exhibit 1

2/6/2015

Order Information:

Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX
Jill Sumpter
281-633-4766
jsumpter@fortbend.lib.tx.us

Comprise Representative: Tim Whisenant

Email: TimW@comprisetechologies.com

Phone: 512-551-8301

For: SAM for PC Access Management

# of Sites:	-
# of Client PCs:	-
PCs/License:	-

Onsite Installation and Training

Description: Fort Bend County Libraries Charges

Proposal Number: 12749.1 Price List: DIR.v20.9.7

Onsite Services

Initial Onsite Install & Train day	33-P0010	n/a	1	1,700	1,700	n/a
Additional Install/Train Days	33-P0011	n/a	1	910	910	n/a
Onsite Services Sub-total					2,610	n/a

Total Sale

2,610	-
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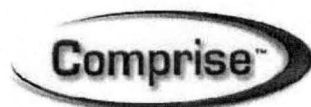
Notes:

- Onsite Installation and Configuration of Mobile Print and Smart Kiosk including Training.
- Physical installation of hardware (if any) is the responsibility of the library.
- 12 Month Support is included in the initial order; pro-rated to present renewal date for current customers.
- Payment terms; Software due upon install, hardware due upon proof of shipment
- Proposal is valid for 90 days.

Comprise Technologies, Inc. 1041 Route 36 West, PO Box 425, Navesink, NJ 07752

Office: 732-291-3600 Toll Free: 800-854-6822 Fax: 732-291-3699 WWW.COMPRISETECHNOLOGIES.COM

2/6/2015



Attachment B

Order Information:

Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX
Jill Sumpter
281-633-4766
jsumpter@fortbend.lib.tx.us

Comprise Representative: Tim Whisenant

Email: TimW@comprisetechologies.com

Phone: 512-551-8301

For: Smart KIOSK for Self Service Transactions in Library

of Sites: 2
of Client PCs: 2
PCs/License: -

Smart Kiosk Payment System

Description: Fort Bend County Libraries Charges

Proposal Number: 12749.1

Price List: DIR.v20.9.7

Software	Item Number		Quan	Cost	Initial	
	Initial	Renewal			Order	Renewal
Server Access License	23-S0001	23-RS0001	Waived	460	-	-
Terminal Licenses	23-S0002	23-RS0002	2	475	950	190
ILS Payment License (SIP 37/38 or =)	23-S0007	23-RS0003	Waived	1,800	-	-
Payment Card Server License	23-S0004	23-RS0004	Included	Included	Included	n/a
Payment Card Terminal License	23-S0005	23-RS0005	Included	Included	Included	n/a
Merchant Account License	23-S0006	23-RS0006	1	750	750	750
Merchandise Payment Module	23-S00012	23-RS00012	2	450	900	180
Software Sub-total					2,600	1,120
Hardware						
Smart Terminal Payment System	23-H0010	n/a	2	1,490	2,980	755
Smart Kiosk	23-H0004	23-RH0004	2	5,955	11,910	1,787
Hardware Sub-total					14,890	2,541
Remote Services						
Server Setup	23-P0001	n/a	Waived	910	-	n/a
Client Setup	23-P0002	n/a	1	325	325	n/a
ILS Function Setup & Test: Polaris	23-P0007	n/a	Waived	910	-	n/a
Payment Card Server Setup & Training	23-P0004	n/a	1	325	325	n/a
Merchant Account Setup (Concurrent)	23-P0006	n/a	Waived	910 / 325	-	n/a
Remote Services Sub-total					650	-
Shipping & Handling						
Smart Terminal	23-F0010	n/a	Included	35	Included	n/a
Smart Kiosk	23-F0004	n/a	2	275	550	n/a
Shipping & Handling Sub-total					550	-
Total Sale					18,690	3,661
Authorized Adjustments					(900)	(180)
Total Sale					17,790	3,481
Unit Cost:					8,895	1,741

Notes:

- With the Purchase of Smart Kiosk - take out of service 2 APMs
- Physical installation of hardware (if any) is the responsibility of the library.
- Smart Terminals and Kiosk both require network connection, ST network connection needs to be on isolated segment
- 12 Month Support is included in the initial order; pro-rated to present renewal date for current customers.
- Payment terms; Software due upon install, hardware due upon proof of shipment
- Proposal is valid for 90 days.
- Library is responsible for Bank and Processor charges.

Comprise Technologies, Inc. 1041 Route 36 West, PO Box 425, Navesink, NJ 07752

Office: 732-291-3600 Toll Free: 800-854-6822 Fax: 732-291-3699 WWW.COMPRISETECHNOLOGIES.COM



Attachment B

Exhibit 1

2/6/2015

Order Information:

Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX
Jill Sumpter
281-633-4766
jsumpter@fortbend.lib.tx.us

Comprise Representative: Tim Whisenant

Email: TimW@comprisetechologies.com

Phone: 512-551-8301

For: SAM for PC Access Management

of Sites: -
of Client PCs: -
PCs/License: -

SmartAlec Mobile Printing & Print Release

Description: Fort Bend County Libraries Charges

Proposal Number: 12749.1

Price List: DIR.v20.9.7

Software	Item Number		Quan	Cost	Initial	
	Initial	Renewal			Order	Renewal
SAM Public PC Licenses for Print Release	33-S0002	33-RS0002	6	95	570	114
Wireless Printing FTP Server Access License	33-S00010	33-RS00010	1	1,850	1,850	370
Wireless Printing Print Release Station Client License (ea	33-S00010.1	33-RS00010.1	6	500	3,000	3,000
ILS Payment License (SIP 37/38 or =): N/A	33-S0007	33-RS0003	Waived	1,800	-	-
Software Sub-total					5,420	3,484
Remote Services						
Wireless Printing Setup	33-P00010	n/a	1	910	910	n/a
ILS Function Setup & Test: N/A	33-P0003/7	n/a	Waived	910	-	n/a
Remote Services Sub-total					910	-
Shipping & Handling Sub-total					-	-
Total Sale					6,330	3,484
Customer Discount with Purchase of Smart Kiosks (2) by March 1, 2015					(2,710)	(1,742)
Total Sale					3,620	1,742
Unit Cost:					603	290

Notes:

- Physical installation of hardware (if any) is the responsibility of the library.
- 12 Month Support is included in the initial order; pro-rated to present renewal date for current customers.
- Payment terms; Software due upon install, hardware due upon proof of shipment
- Proposal is valid for 90 days.

Comprise Technologies, Inc. 1041 Route 36 West, PO Box 425, Navesink, NJ 07752

Office: 732-291-3600 Toll Free: 800-854-6822 Fax: 732-291-3699 WWW.COMPRISETECHNOLOGIES.COM

Attachment B

From: [Lisa Castillo](#)
To: [Moses, Tabitha](#); [Webb, Ray](#); [Heinecke, Connie](#)
Subject: RX 112847, Replacement of APMs 2 locations with Smart Kiosk
Date: Wednesday, March 25, 2015 11:09:20 AM
Attachments: [image002.png](#)
[Smart Kiosk by Comprise and mobile printing lic.xls](#)
[Comprise Sole Source Certification.pdf](#)
[Smart Kiosk Onsite Install quote Comprise 2-6-15.pdf](#)
[Smart Kiosk quote Comprise 2-6-15.pdf](#)
[Smart kiosk Smart Alec Mobile Print quote Comprise 2-6-15.pdf](#)

Attached are the quotes for RX 112847.

Thank you,
Lisa Castillo
Fort Bend County Libraries
281-633-4780 (P)
281-341-1400 (F)

From: Jill Sumpter
Sent: Tuesday, March 24, 2015 1:42 PM
To: Ray Webb; Heinecke, Connie (Connie.Heinecke@fortbendcountytexas.gov); Lisa Castillo
Subject: Library request - Replacement of APMs 2 locations with Smart Kiosk

Good afternoon,
This request is to replace 2 of our Automatic Payment Machines (APM) that place money on library cards for printing and copying via the library's Comprise Smart Access Manager system with Comprise Technologies' Smart Kiosk. The current APMs are legacy, are no longer supported, and parts are extremely scarce. Our worse offenders are at our Sugar Land and Missouri City locations,

(The Library has a CAP entry for FY2016 to replace units at First Colony and Sienna)

Sincerely,

Jill Cherie Sumpter
Technology Coordinator
Fort Bend County Libraries
1003 Golfview Drive, Richmond, Texas 77469
281-633-4766 w; 281-633-4798 f; 713-545-6091 c
jsumpter@fortbend.lib.tx.us



**FORT BEND COUNTY
LIBRARIES**

Attachment B



EXHIBIT G

ADDITIONAL PRODUCT ENDORSEMENT

Upon execution by both parties, the License And Service Agreement, (Agreement), by and between Comprise Technologies, Inc. (Comprise) located at 1041 Route 36, PO Box 425, Navesink, New Jersey 07752 and the Licensee listed below is hereby amended as follows:

Licensee desires to obtain the right to use **two Smart Kiosks, two Smart Terminals, SmartAlec Mobile Printing and six SAM Public Print Release station licenses** which are Comprise proprietary technology and information, in connection with the Licensee's business operations. The purpose of this Endorsement is to license this additional product to Licensee.

This additional product shall be defined as capable of performing the functions and consisting of the components on the literature scheduled below and on the attached Cost Proposal, all of which shall be provided by Comprise unless otherwise specified.

<u>Product Description</u>	<u>Initial Cost</u>	<u>Renewal</u>	<u>Proposal #</u>
Two Smart Kiosks, two Smart Terminals,	\$17,859	\$2,731	12874.0
SmartAlec Mobile Printing & 9 Print Release	\$6,787	\$3,299	12874.0
Onsite Installation and Training	\$2,610		12749.1
	\$27,256	\$6,030	

Cost And Payment

Payment as set forth in the attached Cost Proposal shall be due upon delivery unless otherwise specified herein. Licensee may obtain additional quantities according to the unit costs set forth in the Cost Proposal or a mutually acceptable pro-rata computation of unit costs if not specified.

License

Licensee is granted a non-exclusive, nontransferable end user license to use this additional product in the normal course of Licensee's business. Licensee is authorized to make copies of the software and any associated documentation provided by Comprise so that Licensee has sufficient copies to support its use of the product. Such use is restricted to Licensee's facilities or the facilities provided to Licensee by Comprise.

Other

If this additional product can be used to process payments by credit card, debit card, and/or check, this Endorsement must be executed along with a "PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AMENDMENT".

Entire Endorsement

This Endorsement documents the entire agreement between the parties and shall supersede and merge all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof.

COMPRISE TECHNOLOGIES, INC.
1041 Route 36 West
PO Box 425
Navesink, New Jersey 07752

Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX

By: 

By: _____

Print Name: Daniel Curtin

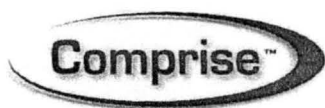
Print Name: _____

Title: President

Title: _____

Date: 3-26-16

Date: _____



Comprise Technologies, Inc.
1041 Route 36, P.O. Box 425
Navesink, NJ 07752
Voice: 800.854.6822
Fax: 732.291.3699

Empowering Patrons – Liberating Librarians

3/21/2016

Jill Sumpter,
Technology Coordinator
Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX

Dear Jill;

Sole Source Certification

Comprise Technologies, Inc. (Comprise) is pleased to submit this document in support of sole source consideration of **SAM, Smart Access Management Software, SmartPAY Internet Gateway, Smart Money Manager POS System, Smart Kiosk, and Smart Terminal**. Together, these products are the only fully-integrated suite of Library Revenue Management products with documented PCI compliance.

Comprise is the sole developer of **SAM, SmartPAY, Smart Money Manager, Smart Kiosk, and Smart Terminal** proprietary software code. Comprise is the only company that has in its' employ the Requirements Analysts, Software Developers, Technical Support, Remote Software Implementation and On-site Implementation teams that are needed for your new installation, training, maintenance and upgrade of these products. Further, as the sole developer, Comprise is the only company that can modify the application source code to meet the changing operating systems and security standards necessary to protect your investment over the long term.

Product Descriptions:

SAM Software is a proprietary system that runs on the library's public PCs to manage patron authentication, session time, Internet access, and printing or copying. It consists of a SQL web server and PC/mobile device client software that interconnects with the library's ILS patron database. **SAM** enables patron Internet access consistent with the library's policies. **SAM** integrates with the library's selection of Internet wireless-gateway product to provide wireless Internet access consistent with the library's policies. Comprise also offers tightly integrated self-service hardware that enables patrons to pay for print and copies without staff intervention.

SmartPAY is a PCI-compliant Internet Payment Gateway at the center of any payment card transaction originating at any of our products. By itself, **SmartPAY** enables the online payment of ILS charges with credit to the patron account in real time. **SmartPAY** integrates with **Smart Money Manager, Smart Kiosk and Smart Terminal** to enable payment of onsite card transactions at the lowest eligible PCI merchant assessment level. This proprietary integration means that no cardholder data is transmitted or stored on the **Smart Money Manager PC, Smart Kiosk, your ILS server, or any other server within the library network.**

Smart Money Manager is a PC client solution that uses our proprietary software at the staff desk to connect with the library's ILS patron database to transact fine, merchandise, or other payments. **Smart Money Manager** integrates with **SAM Software** to enable deposits to pre-paid accounts that are then used to pay for print and copying, or fines and fees. For payment card transactions **Smart Money Manager** transmits purchase data to our Internet Gateway where it is combined with cardholder data transmitted by our PCI-compliant **Smart Terminal** for presentation to the library's selection of payment processor. This proprietary

integration means that no cardholder data is transmitted or stored on the **Smart Money Manager** PC, your ILS server, or any other server within the library network.

Smart Kiosk is a PC client self-service station that uses our proprietary software to connect with the library's ILS patron database to enable patrons and visitors alike to transact fine, merchandise, or other payments. **Smart Kiosk** integrates with **SAM Software** to enable deposits to pre-paid accounts that are then used to pay for print and copying, or fines and fees. For payment card transactions **Smart Kiosk** transmits purchase data to our Internet Gateway where it is combined with cardholder data transmitted by our PCI-compliant **Smart Terminal** for presentation to the library's selection of payment processor. This proprietary integration means that no cardholder data is transmitted or stored on **Smart Kiosk**, your ILS server, or any other server within the library network.

Smart Terminal is a PCI-compliant PTS "PIN Transaction Security" device that uses our proprietary software to communicate cardholder data to our Internet Gateway for presentation to the library's selection of payment processor. **Smart Kiosk** integrates with **Smart Money Manager**, and **Smart Kiosk** to enable payment card transactions. This proprietary integration means that no cardholder data is transmitted or stored on the **Smart Money Manager** PC, **Smart Kiosk**, your ILS server, or any other server within the library network.

Though each of these products stand on their own, a major benefit to the library is consolidated financial reporting available only because all of these products write transactional data to a single database. Again, through proprietary code the library is able to access a portfolio of reports that consolidate information from all these products.

The information contained herein is submitted in support of sole source consideration. To the best of the knowledge and belief of the undersigned on behalf of Comprise this information is true, correct, and complete.

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

Sincerely,

Dan Curtin

Daniel Curtin
President
Comprise Technologies, Inc.

**Order Information:**

Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX
Jill Sumpter
281-633-4766
Jsumpter@fortbend.lib.tx.us

Comprise Representative: Tim Whisenant

Email: TimW@comprisetechologies.com

Phone: 512-551-8301

For: Smart KIOSK for Self Service Transactions in Library

# of Sites:	2
# of Client PCs:	2
PCs/License:	-

Smart Kiosks - Added Kiosks: 1 for Cinco Ranch Library and 1 for George Memorial Library

Description: Fort Bend County Libraries Charges

Proposal Number: 12904.0

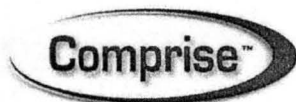
Price List: DIR.v20.9.7

Software	Item Number		Quan	Cost	Initial	
	Initial	Renewal			Order	Renewal
Server Access License	23-S0001	23-RS0001	Waived	460	-	-
Terminal Licenses	23-S0002	23-RS0002	2	475	950	190
ILS Payment License (SIP 37/38 or =)	23-S0007	23-RS0003	pre-licensed	1,800	-	-
Payment Card Terminal License	23-S0005	23-RS0005	Included	Included	Included	n/a
Merchant Account License	23-S0006	23-RS0006	pre-licensed	750	-	-
Merchandise Payment Module	23-S00012	23-RS00012	2	450	900	180
Prorate renewal from 6/1/2016 - 11/1/2016	0	n/a	153	7.48	1,144	n/a
Software Sub-total					2,994	370
Hardware						
Smart Terminal Payment System	23-H0010	n/a	2	1,490	2,980	755
Smart Kiosk	23-H0004	23-RH0004	2	5,955	11,910	1,787
Hardware Sub-total					14,890	2,541
Remote Services						
Server Setup	23-P0001	n/a	Waived	910	-	n/a
Client Setup	23-P0002	n/a	1	325	325	n/a
ILS Function Setup & Test: Polaris	23-P0007	n/a	pre-licensed	910	-	n/a
Remote Services Sub-total					325	-
Shipping & Handling						
Smart Terminal	23-F0010	n/a	Included	35	Included	n/a
Smart Kiosk	23-F0004	n/a	2	275	550	n/a
Shipping & Handling Sub-total					550	-
Total Sale					18,759	2,911
Customer Loyalty Rebate					(900)	(180)
Total Sale					17,859	2,731
Notes:				Unit Cost:	8,930	1,366

- With the Purchase of Smart Kiosk - take out of service 2 APMs
- Physical installation of hardware (if any) is the responsibility of the library.
- Smart Terminals and Kiosk both require network connection, ST network connection needs to be on isolated segment
- 12 Month Support is included in the initial order; pro-rated to present renewal date for current customers.
- Payment terms; Software due upon install, hardware due upon proof of shipment
- Proposal is valid for 90 days.
- Library is responsible for Bank and Processor charges.

Comprise Technologies, Inc. 1041 Route 36 West, PO Box 425, Navesink, NJ 07752

Office: 732-291-3600 Toll Free: 800-854-6822 Fax: 732-291-3699 WWW.COMPRISETECHNOLOGIES.COM



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jsumpster@fortbend.lib.tx.us

Comprise Representative: Tim Whisenant

Email: TimW@comprisetechologies.com

Phone: 512-551-8301

For: SAM for PC Access Management

of Sites: -
of Client PCs: -
PCs/License: -

SmartAlec Mobile Printing & Print Release

Description: Fort Bend County Libraries Charges

Proposal Number: 12874.0 Price List: DIR.v20.9.7

Software	Item Number		Quan	Cost	Initial	
	Initial	Renewal			Order	Renewal
SAM Public PC Licenses for Print Release	33-S0002	33-RS0002	9	95	855	171
Wireless Printing FTP Server Access License	33-S00010	33-RS00010	1	1,850	1,850	370
Wireless Printing Print Release Station Client License (ea	33-S00010.1	33-RS00010.1	9	500	4,500	4,500
Prorate Renewal from 6/1/2016 - 11/1/2016	0	0	153	9.03	1,382	n/a
Software Sub-total					8,587	5,041
Remote Services						
Wireless Printing Setup	33-P00010	n/a	1	910	910	n/a
ILS Function Setup & Test: N/A	33-P0003/7	n/a	-	-	-	n/a
Remote Services Sub-total					910	-
Shipping & Handling Sub-total					-	-
Total Sale					9,497	5,041
Customer Discount with Purchase of Smart Kiosks (2) by June 1, 2016					(2,710)	(1,742)
Total Sale					6,787	3,299
Notes:				Unit Cost:	754	367

- Physical installation of hardware (if any) is the responsibility of the library.
- 12 Month Support is included in the initial order; pro-rated to present renewal date for current customers.
- Payment terms; Software due upon install, hardware due upon proof of shipment
- Proposal is valid for 90 days.

Comprise Technologies, Inc. 1041 Route 36 West, PO Box 425, Navesink, NJ 07752

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Jill Sumpter
281-633-4766
jsumpter@fortbend.lib.tx.us

Comprise Representative: Tim Whisenant

Email: TimW@comprisetechologies.com

Phone: 512-551-8301

For: SAM for PC Access Management

of Sites: -

of Client PCs: -

PCs/License: -

Onsite Installation and Training

Description: Fort Bend County Libraries Charges

Proposal Number: 12874.0 Price List: DIR.v20.9.7

Onsite Services						
Initial Onsite install & Train day	33-P0010	n/a	1	1,700	1,700	n/a
Additional Install/Train Days	33-P0011	n/a	1	910	910	n/a
Onsite Services Sub-total					2,610	n/a
Total Sale					2,610	-

Notes:

- Onsite Installation and Configuration of Mobile Print and Smart Kiosk including Training.
- Physical installation of hardware (if any) is the responsibility of the library.
- 12 Month Support is included in the initial order; pro-rated to present renewal date for current customers.
- Payment terms; Software due upon install, hardware due upon proof of shipment
- Proposal is valid for 90 days.

Comprise Technologies, Inc. 1041 Route 36 West, PO Box 425, Navesink, NJ 07752

Office: 732-291-3600 Toll Free: 800-854-6822 Fax: 732-291-3699 WWW.COMPRISETECHNOLOGIES.COM

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-85532

Date Filed:
07/15/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Comprise Technologies, Inc.
Navesink, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County Library

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
None
Self-service and Software Licenses for Pay-to-Print System at Public Library

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Daniel Curtin
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Daniel Curtin, this the 19 day of July, 2016, to certify which, witness my hand and seal of office.

Michele W. Whisenant Michele W. Whisenant Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Comprise Technologies, Inc.
Navesink, NJ United States

Certificate Number:
2016-85532

Date Filed:
07/15/2016

Date Acknowledged:
07/26/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Library

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

None
Self-service and Software Licenses for Pay-to-Print System at Public Library

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath