STATE OF TEXAS                           §

                                         §

COUNTY OF FORT BEND                       §

## THIRD AMENDMENT TO COMPRISE TECHNOLOGIES
## END USER LICENSE AND SERVICE AGREEMENT

THIS THIRD AMENDMENT ("3rd 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 the Amendment dated April 28, 2015 and 2nd Amendment dated July 26, 2016 (attached hereto as "Exhibit 1" and collectively referred to as "Agreement");

WHEREAS, County desires to renew the software licenses and renew the support for the software and kiosks as described by "Exhibit 2" at an amount of $28,893.22;

WHEREAS, County desires to add additional software licenses and support for additional kiosks at additional locations as described by "Exhibit 3" at and amount of $36,275.00.
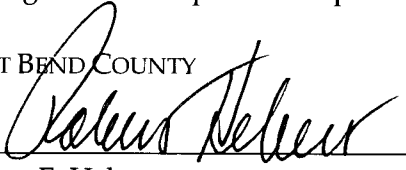
NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and Comprise is hereby amended as follows:

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

6. **Software Assurance.** Comprise represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") furnished by Comprise to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Comprise will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of the Comprise's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Comprise's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Comprise in any way associated with the Agreement.

8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.

9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

10. **Conflict.** In the event of a conflict between the terms of this 3rd Amendment and the Agreement, the terms of this 3rd Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts on the dates of indicated below.
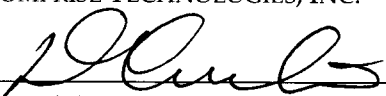
FORT BEND COUNTY

Robert E. Hebert,
County Judge

COMPRISE TECHNOLOGIES, INC.

Daniel Curtin,
President

_1-24-2017_
Date

_1-11-17_
Date

ATTEST:

Laura Richard,
County Clerk

# AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of **$65,168.22** 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 – Renewal Amount

Exhibit 3 – Additional Product Endorsement

**Exhibit 1**

STATE OF TEXAS                          §
                                        §
COUNTY OF FORT BEND                      §

## 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

**Exhibit 1**

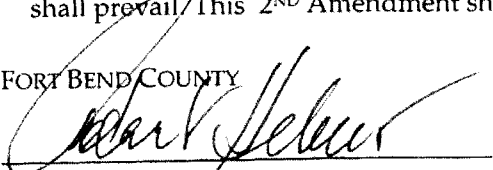- Products - Completed Operations Aggregate $2,000,000

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:

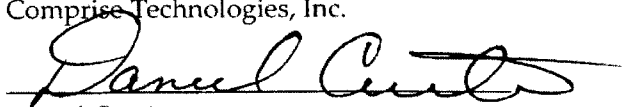| | |
|---|---|
| Name: | Wyatt Scott, Director of Risk Management |
| Address: | 301 Jackson St., Suite 224, Richmond, TX 77469 |
| Facsimile Number: | 281-341-3751 |
| Email Address: | RiskMgmt@fortbendcountytx.gov |

# Exhibit 1

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
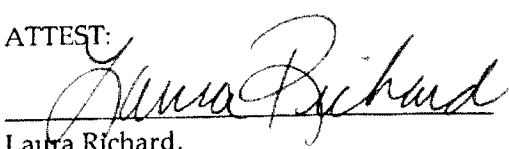
July 26, 2016
Date

ATTEST:

Laura Richard,
County Clerk

Comprise Technologies, Inc.

Daniel Curtin,
President

7 - 15 - 16
Date
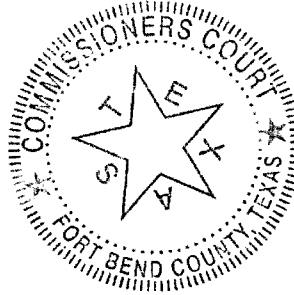
## AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $27,256ºº 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

Exhibit 1

Exhibit 1

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

**Comprise™**

# Renewal Quote

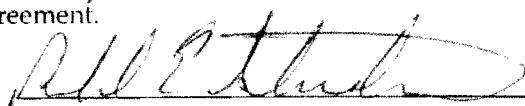| DATE | 8/6/2015 |
|---|---|
| QUOTE # | Q1300078 |
| CUSTOMER # | 085-00 |
| TERMS | Due on Renewal |

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

| 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 | 2 | 290.08 | 580.16 |
| 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 | | | |
| | | | |
| SmartAlec Mobile Print Licensing and Support Renewal | 2 | 145.17 | 290.34 |
| 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 | | | |
| | | | |
| 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*

**Exhibit 1**

**Exhibit 1**

| | |
|---|---|
| **STATE OF TEXAS** | § |
| | § |
| **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.
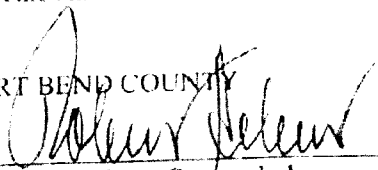
WHEREAS, the Agreement was originally executed by the County Purchasing Agent in accordance with section 262.003 of the Texas Local Government Code. County and Comprise now desire to amend said Agreement, which may result in County expenditures exceeding the $50,000.00 threshold amount under section 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
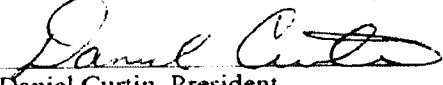
4-25-2015
_____
Date

ATTEST:

_____
Laura Richard, County Clerk

COMPRISE TECHNOLOGIES, INC.

_____
Daniel Curtin, President

Exhibit 1

**Exhibit 1**
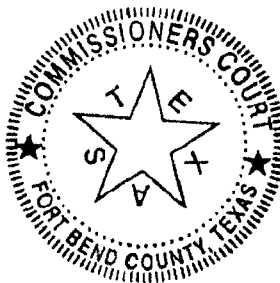
## <u>AUDITOR'S CERTIFICATE</u>

I hereby certify that funds in the amount of $ *24,009.90* 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

Exhibit 1

**Exhibit 1**

## Attachment A

| | |
|---|---|
| **STATE OF TEXAS** | § |
| | § |
| **COUNTY OF FORT BEND** | § |

### 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.
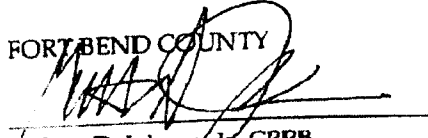
Exhibit 1

**Exhibit 1**

## 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 Agent
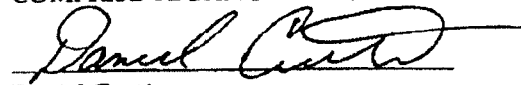
11-14-14
Date

COMPRISE TECHNOLOGIES

Daniel Curtin
President

11-13-14
Date

Exhibit 1

Exhibit 1

Attachment A

# EXHIBIT A

# Exhibit 1

# Exhibit 1

# 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

Exhibit 1

**Exhibit 1**

## Attachment A

# Exhibit A

For purposes 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 B shall be due upon delivery (or installation by Comprise at Licensee's option), unless otherwise specified in Exhibit B. Additional Licensee sites 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;

**Exhibit 1**

**Exhibit 1**

## 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, NONINFRINGEMENT 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

# Exhibit 1

# 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

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## 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 the 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
Navesink, New Jersey 07752

By: _____

Print Name: Daniel Curtin

Title: President

Date: 9-16-14

Fort Bend County Libraries
1003 Golfview Drive
Richmond, TX 77469

By: _____

Print Name: Gilbert Jalomo

Title: Purchasing Agent

Date: 11.14.14

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# 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):

| | | |
|---|---|---|
| Albert George Branch Library (Needville) | 979-793-4270 | 9230 Gans Street Needville, TX 77461 |
| Bob Lutts Fulshear/ Simonton Branch Library | 281-633-4675 | 8100 FM 359 South Fulshear, 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 |
| Mamie George Branch Library (Stafford) | 281-238-2860 | 320 Dulles Avenue Stafford, TX 77477 |
| Missouri City Branch Library | 281-238-2100 | 1530 Texas Parkway Missouri City, TX 77489 |
| Sienna Branch Library | 281-230-2900 | 8411 Sienna Springs Blvd. Missouri City, Texas 77459-7110 |
| 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 |

# Exhibit 1

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## 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 | Document No. |
|---|---|
| SAM v 8.5 Overview - | 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 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, License 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.

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## Attachment A

# Exhibit A

EXHIBIT C

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

# SAM Site Preparation Form

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

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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

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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 such 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

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### 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

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# 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@comprisetechnologies.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. These 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.

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### 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 2$^{nd}$ 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.

**Comprise**   Smart Access Manager $(SAM^{TM})$   September 16, 2014
Annual Renewal

Fort Bend County Library System
Fort Bend, TX

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

| SAM Software License and Renewal | | | |
|---|---|---|---|
| I. SAM Annual Software License & Technical Support 10 Sites, 555 Licenses | $13,608 | 1 | $13,608 |
| II. M86 Filter Licenses for 12 Months for 555 Users Renewal for 10Sites | $7215 | 1 | $7215 |
| III. Estimated VYFR350 Renewal to start 11/1/2014 Annual hardware renewal covered | $630 | 1 | $630 |

Notes:
1. If a PO is generated send PO to Diane at 732-291-3699
2. Quote valid for 30 days.
3. Invoice will be issued at 30 days prior to renewal date.

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# Exhibit 1

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## Exhibit A

**EXHIBIT F**

FORM OF ADDENDUM (for future use)

| **Issue Date:** |
| --- |
| *Exhibit is of 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 |
| **Financials:** | ☐ Terminal | ☐ Server | ☐ Reports | | | | |
| **Authentication:** | ☐ Real-time ILS Link | ☐ Onetime 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. | | | | | | | |

Exhibit 1

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## Attachment A

## Exhibit A

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**ACCELERATED DEVELOPMENT AMENDMENT ADDITIONAL TERMS**

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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**
**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

# Exhibit 1

# Exhibit 1

## 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, Navesink, New Jersey 07752 and the Licensee listed below is hereby amended as follows:

Licensee:

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. | [NAME] |
|---|---|
| 1041 Route 36 West | [ADDRESS] |
| PO Box 425 | [LOCATION] |
| Navesink, New Jersey 07752 | |

By:_____          By:_____

Print Name: Daniel Curtin          Print Name:_____

Title: President          Title:_____

Date:_____          Date:_____

Exhibit 1

Exhibit 1

## 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.

Exhibit 1

**Exhibit 1**

# 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.

| Product Description | Initial Cost | Renewal | Proposal # |
|---|---|---|---|
| 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: _____

Exhibit 1

Exhibit 1

## Attachment B

**Comprise**

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-

# Exhibit 1

# Exhibit 1

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.

**Exhibit 1**

# Exhibit 1
2/6/2015

**Comprise™**

# 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@comprisetechnologies.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 |
| | | | | | 2,610 | - |

**Total Sale**

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

**Exhibit 1**

**Exhibit 1**
2/6/2015

**Comprise**

## 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@comprisetechnologies.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

| | Item Number Initial | Renewal | Quan | Cost | Initial Order | Renewal |
|---|---|---|---|---|---|---|
| **Software** | | | | | | |
| 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

**Exhibit 1**

# Exhibit 1
2/6/2015

# Comprise

# 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@comprisetechnologies.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

| | Item Number | | | | Initial | |
|---|---|---|---|---|---|---|
| | Initial | Renewal | Quan | Cost | Order | Renewal |
| **Software** | | | | | | |
| 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) |
| | | | | | 3,620 | 1,742 |
| **Total Sale** | | | | 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

Exhibit 1

Exhibit 1

# 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@fortbendcountytx.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**

**Exhibit 1**

**Exhibit 1**

Attachment B

# Exhibit 1

## 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.

| Product Description | Initial Cost | Renewal | Proposal # |
|---|---|---|---|
| **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

By: _____

Print Name: Daniel Curtin

Title: President

Date: ___3-26-16___

Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX

By: _____

Print Name: _____

Title: _____

Date: _____

**Exhibit 1**

Comprise™

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

# Exhibit 1

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,

DanCurtin

Daniel Curtin
President
Comprise Technologies, Inc.

# Exhibit 1

**Comprise**

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@comprisetechnologies.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

| | Item Number | | | | Initial | |
|---|---|---|---|---|---|---|
| Software | Initial | Renewal | Quan | Cost | 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 |
| | | | | Unit Cost: | 8,930 | 1,366 |

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

# Exhibit 1

**Comprise™**

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@comprisetechnologies.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

| | Item Number | | | | Initial | |
|---|---|---|---|---|---|---|
| Software | Initial | Renewal | Quan | Cost | 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) |
| | | | | | 6,787 | 3,299 |
| Total Sale | | | | Unit Cost: | 754 | 367 |

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

# Exhibit 1

**Comprise™**

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@comprisetechnologies.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

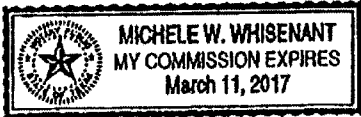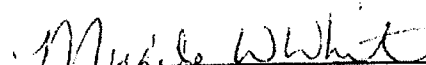Proposal Number: 12874.0    Price List: DIR.v20.9.7

| 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**

**Exhibit 1**

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

| | |
|---|---|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | **OFFICE USE ONLY**<br>**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

**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

**Date Acknowledged:**

**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**<br>Name of Interested Party | City, State, Country (place of business) | Nature of Interest<br>(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.

MICHELE W. WHISENANT
MY COMMISSION EXPIRES
March 11, 2017

_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

20 16 , to certify which, witness my hand and seal of office.

_Signature of officer administering oath_    Michele W Whisenant _Printed name of officer administering oath_    Notary Public _Title of officer administering oath_

## Exhibit 1

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

| | |
|---|---|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | **OFFICE USE ONLY**<br>**CERTIFICATION OF FILING** |

| | |
|---|---|
| **1** Name of business entity filing form, and the city, state and country of the business entity's place of business.<br><br>Comprise Technologies, Inc.<br>Navesink, NJ United States | **Certificate Number:**<br>2016-85532<br><br>**Date Filed:**<br>07/15/2016<br><br>**Date Acknowledged:**<br>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.<br><br>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 | | Nature of interest | |
|---|---|---|---|
| **Name of Interested Party** | **City, State, Country (place of business)** | **(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.

| | | |
|---|---|---|
| _____<br>Signature of officer administering oath | _____<br>Printed name of officer administering oath | _____<br>Title of officer administering oath |

Exhibit 2

# Comprise™

# Invoice

Please remit in US Dollars to:

**Comprise Technologies, Inc.**
**PO Box 425**
**Navesink, NJ 07752-0425**

Phone: 732-291-3600
Fax: 732-291-3699
invoices@comprisetechnologies.com

| DATE | 10/1/2016 |
|---|---|
| INVOICE # | **1610-4972** |
| TERMS | Due on Renewal |
| P.O. # | |
| ACCT # | 085-00 |
| REP | |

Bill to:
**Fort Bend County Library**
**1001 Golfview Drive**
**Richmond, TX  77469**

| Description | Quantity | Unit Price | Extended Amount |
|---|---|---|---|
| Smart Access Manager (SAM), Internet Filtering and SmartKiosk Software/Hardware Systems for the Fort Bend Public Library     ANNUAL RENEWAL BILL     EFFECTIVE - 11/02/16 to 11/01/17 | | | |
| 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** |
| SmartKiosk Hardware Licensing, Maintenance and Support Renewal | 2 | 1,366.00 | **2,732.00** |
| Merchant Account License Renewal (one license for all Kiosks) | 1 | 750.00 | **750.00** |
| SmartAlec Mobile Print Licensing and Support Renewal | | 3,299.00 | **3,299.00** |
| *The following additional purchases have been prorated for a common annual renewal date*     Kiosks and SmartAlec for George Memorial and Cinco Ranch locations | | | |
| Smart Kiosk Hardware Licensing, Maintenance and Support Renewal Two (2) Purchased 9/16 - first year included to 9/17 - prorate to cover 6 weeks to 11/01/17 Annual renewal cost $1,366 each or $113.83 per month each (6 weeks = $170.74 each) | 2 | 170.74 | **341.48** |
| SmartAlec Mobile Print Licensing and Support Renewal Purchased 9/16 - first year included to 9/17 - prorate to cover 6 weeks to 11/01/17 Annual renewal cost $1,742 or $145.16 per month (6 weeks = $217.74) | | 217.74 | **217.74** |
| SOLE SOURCE:  Smart Access Manager (SAM), SmartKiosks and SmartAlec 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. Comprise Technologies, Inc. software and licensing is not available in any other form or under any other brand name. | | | |

| FOR QUESTIONS CONCERNING THIS INVOICE CALL 732-291-3600. THANK YOU FOR USING COMPRISE TECHNOLOGIES | **Total Due:** | **$28,893.22** |
|---|---|---|

*Credit card payments accepted for invoices less than $2,500.*

*Federal I/D #22-3200334*

**Exhibit 3**

10/28/2016

**Comprise**

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@comprisetechnologies.com
Phone: 512-551-8301

For: SAM for PC Access Management

| | |
|---|---|
| # of Sites: | - |
| # of Client PCs: | - |
| PCs/License: | 10 |

## Smart Alec Mobile Wireless Printing for University, Sienna, and First Colony

Description: Fort Bend County Libraries Charges       Proposal Number:   12940.1      Price List: DIR.v20.9.7

| Software | Item Number Initial | Renewal | Quan | Cost | Initial Order | Renewal |
|---|---|---|---|---|---|---|
| SAM Public PC Licenses for Print Release | 33-S0002 | 33-RS0002 | 11 | 95 | 1,045 | 209 |
| Wireless Printing FTP Server Access License | 33-S00010 | 33-RS00010 | 1 | 2,650 | 2,650 | 530 |
| Wireless Printing Print Release Station Client License (ea) | 33-S00010.1 | 33-RS00010.1 | 11 | 500 | 5,500 | 5,500 |
| **Software Sub-total** | | | | | 9,195.00 | 6,239 |
| **Remote Services** | | | | | | |
| Wireless Printing Setup | 33-P00010 | n/a | 1 | 910 | 910 | n/a |
| **Remote Services Sub-total** | | | | | 910 | - |
| **Total Sale** | | | | | 10,105 | 6,239 |
| **Customer Discount with Purchase of Smart Kiosks (3) by June 1, 2017** | | | | | (2,710) | (1,742) |
| **Total Sale** | | | | | 7,395 | 4,497 |

Notes:
- With the Purchase of Smart Kiosk - take out of service 3 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**

**Exhibit 3**                    11/1/2016

# Comprise™

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@comprisetechnologies.com
Phone: 512-551-8301

For: Smart KIOSK for Self Service Transactions in Library

| | |
|---|---|
| # of Sites: | 3 |
| # of Client PCs: | 3 |
| PCs/License: | - |

## Smart Kiosk Payment System - Added Kiosks, 1 for University, 1 for Sienna, and 1 for First Colony

Description: Fort Bend County Libraries Charges        Proposal Number:   12941.2    Price List: DIR.v20.9.7

| Software | Item Number Initial | Renewal | Quan | Cost | Initial Order | Renewal |
|---|---|---|---|---|---|---|
| Server Access License | 23-S0001 | 23-RS0001 | Waived | 460 | - | - |
| Terminal Licenses | 23-S0002 | 23-RS0002 | 3 | 475 | 1,425 | 285 |
| 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 | 3 | 450 | 1,350 | 270 |
| **Software Sub-total** | | | | | 2,775.00 | 555 |
| **Hardware** | | | | | | |
| Smart Terminal Payment System | 23-H0010 | n/a | 3 | 1,490 | 4,470 | 1,132 |
| Smart Kiosk | 23-H0004 | 23-RH0004 | 3 | 5,955 | 17,865 | 2,680 |
| **Hardware Sub-total** | | | | | 22,335 | 3,812 |
| **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: N/A | 23-P0007 | n/a | pre-licensed | 910 | - | n/a |
| **Remote Services Sub-total** | | | | | 325 | - |
| **Onsite Services** | | | | | | |
| Initial Onsite install & Train day | 23-P0010 | n/a | 1 | 1,700 | 1,700 | n/a |
| Additional Install/Train Days | 23-P0011 | n/a | 2 | 910 | 1,820 | n/a |
| **Onsite Services Sub-total** | | | | | 3,520 | n/a |
| **Shipping & Handling** | | | | | | |
| Smart Terminal | 23-F0010 | n/a | Included | 35 | Included | n/a |
| Smart Kiosk | 23-F0004 | n/a | 3 | 275 | 825 | n/a |
| **Shipping & Handling Sub-total** | | | | | 825 | - |
| **Total Sale** | | | | | 29,780 | 4,367 |
| Customer Loyalty Rebate | | | | | (900) | (180) |
| **Total Sale** | | | | | 28,880 | 4,187 |
| Notes: | | | | Unit Cost: | 9,627 | 1,396 |

- With the Purchase of Smart Kiosk - take out of service 3 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.

# 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:**
2017-153051

**Date Filed:**
01/11/2017

**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

**Date Acknowledged:**

**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.

10555
Third Amendment SAM Renewal and Kiosk Additions

| 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. [X]

**6** AFFIDAVIT

ELAINE M. ELTRINGHAM
NOTARY PUBLIC OF NEW JERSEY
ID # 2426111
My Commission Expires 10/12/2017

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 _Daniel Curtin_, this the _11th_ day of _January_ 20_17_, to certify which, witness my hand and seal of office.

_____  _E Eltringham_  _Notary Public_
Signature of officer administering oath   Printed name of officer administering oath   Title of officer administering oath

Forms provided by Texas Ethics Commission        www.ethics.state.tx.us        Version V1.0.277

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

|  | |
|---|---|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | **OFFICE USE ONLY**<br>**CERTIFICATION OF FILING** |

| | |
|---|---|
| **1** **Name of business entity filing form, and the city, state and country of the business entity's place of business.**<br><br>Comprise Technologies, Inc.<br>Navesink, NJ United States | **Certificate Number:**<br>2017-153051<br><br>**Date Filed:**<br>01/11/2017 |
| **2** **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**<br><br>Fort Bend County | **Date Acknowledged:**<br>01/24/2017 |

**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.**

10555
Third Amendment SAM Renewal and Kiosk Additions

**4**

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

**5** **Check only if there is NO Interested Party.** [X]

**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 |