

ADDENDUM TO QUOTE

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

WHEREAS, the County desires that Comprise provide products and/or services for Fort Bend County in accordance with the Quote attached hereto as Exhibit "A," subject to the changes herein, and incorporated by reference herein; and

WHEREAS, Comprise represents that it is qualified and desires to provide such products and/or services; and

WHEREAS, Comprise is the sole source provider of the SAM Smart Access Management System, SmartALEC Wireless Print, Smark Kiosk Payment System, and SAM Integrated ContentKeeper software and hardware systems, as indicated by the letter attached hereto as Exhibit "B," and incorporated fully by reference herein; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the products and/or services contemplated by this Agreement are being provided by a sole source provider of said products and/or services in accordance with Section 262.024 of the Texas Local Government Code; and

WHEREAS, §262.011(d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to the changes herein, Comprise shall provide products and/or services for Fort Bend County in accordance with the Quote, attached hereto as Exhibit "A," and incorporated herein by reference.
3. **Compensation and Payment.** Comprise's fees shall be calculated at the rates set forth in the attached Exhibit A. County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory products and/or services.
4. **Time of Performance.** The Agreement shall be effective upon execution by County. Comprise shall provide the specified products and/or services to County as described in the attached Exhibit A, within this time or within such additional time as may be extended by the County.

5. **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.
6. **Limit of Appropriation.** Comprise clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Thirty-five Thousand, Eight Hundred Twenty and 00/100 dollars (\$135,820.00), specifically allocated to fully discharge any and all liabilities County may incur. Comprise does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Comprise may become entitled to and the total maximum sum that County may become liable to pay to Comprise shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Thirty-five Thousand, Eight Hundred Twenty and 00/100 dollars (\$135,820.00).
7. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
5. **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.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Comprise for any reason are hereby deleted.
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 and Governing Law.**
 - a. 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 the 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.


- b. As required by Chapter 2271, Government Code, Comprise verifies that if Comprise employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Comprise hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement.
 - c. By signature below, Comprise represents pursuant to Section 2252.152 of the Texas Government Code, that Comprise is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
11. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibit(s), this Addendum controls to the extent of the conflict.
 12. **Understanding, Fair Construction.** By execution of this Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Renewal. This Renewal, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
 13. **Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

FORT BEND COUNTY



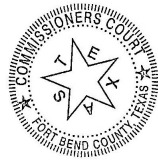
KP George, County Judge

August 12, 2025

Date

ATTEST:


Laura Richard, County Clerk



COMPRISE TECHNOLOGIES, INC.



Authorized Agent – Signature

Daniel Curtin

Authorized Agent- Printed Name

President


Title

August 1, 2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 135,820.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert "Ed" Sturdivant

- Attachments:
Exhibit A: Quote
Exhibit B: Sole Source Certification Letter

EXHIBIT A

(Quote follows behind)



Proposal Date: 7/23/2025

Proposal Licensee Information:
 Fort Bend County Libraries
 Jill Sumpter
 1003 Golfview Drive
 Richmond, Texas 77469
 281-633-4766
Jill.Sumpter@fortbend.lib.tx.us

Our Representative:
 Diane Weinberger
 800-854-6822 x257
DianeW@comprisetechologies.com

11991.4
 184016

Filter replacement for Content Keeper

Description: Fort Bend County Libraries Charges

Software Hardware	Item Number		For	Order No.:	12334.4 Site(s) and	Price List:	2017.3.84 Clients
	Initial	Renewal					
DL-1F-FR: CK Hybrid Gateway (DL-1F-FR)	028R	028R-R					
Hardware Sub-total			1		19,875.00	19,875.00	2,327.00
Remote Services			1			19,875.00	2,327.00
Filter Setup	059	n/a	1		included	included	n/a
Remote Services Sub-total			1				
Shipping & Handling							
Filter Appliance	078		1		125.00	125.00	n/a
Shipping & Handling Sub-total			1			125.00	
Total Sale							
						20,000.00	2,327.00
Total Sale						20,000.00	2,327.00

- Each additional client will be charged pro-rata.
- 12 Month Support is included in the initial order; pro-rated to present renewal date for current customers.
- Payment Due Net 30 Days from Invoice.
- Bill To: Fort Bend County Libraries 1003 Golfview Drive Richmond, Texas 77469 Jill Sumpter
- Valid Period: 90 days.
- Library is responsible for Bank and Processor charges.

Will need to confirm item and pricing prior to ordering. They are in the middle of a hardware refresh.

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



Proposal Licensee Information:

Fort Bend County Libraries
 Jill Sumpter
 1003 Golfview Drive
 Richmond, TX 77469
 281-633-4798
jsumpter@fortbend.lib.tx.us

Our Representative:

Diane Weinberger
 800-854-6822 x257
DianeW@comprisetechologies.com

rgen

Remote Setup of New Server

Description: Fort Bend County Libraries Charges

Order No.: 8090.4

Price List: 2017.3.84

Software	Item Number	For	Order No.:	Site(s) and	Price List:	Clients
		Quan	Unit Cost	Annual Service	renewal	
New Local Server Setup and New Client Install						
1. Comprise needs remote access to the new server						
2. Library completion of SAM, SmartALEC and Smart Kiosk Forms for Configuration Settings						
3. Review setup of forms new server and configure SQL						
4. Install new server with all current applications SAM, SmartALEC and Smart Kiosk						
5. Setup all new settings in the new Database						
6. Reestablish filtering with Content Keeper or Use New Service						
5. Setup a demo clients and Kiosks for testing						
Total Sale				5,995		n/a
Total Sale				5,995		n/a

- Each additional client will be charged pro-rata.
- 12 Month Support is included in the initial order; pro-rated to present renewal date for current customers.
- **Payment Terms: On install of the new server**
- Bill To: Fort Bend County Libraries
- Valid Period: 30 days.

This is a proposal to install a new server, review all setup forms that will need to be completed and returned to Comprise. These forms direct us for the proper configuraton for each product. Establish the internet filtering service and reconfigure the new SQL. Remotely install test area.

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 G
7-23-25
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 **See Schedule**, which is 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.

Option A - Kiosks, Local Server and Content Keeper Filtering			
QTY	Description	Total Initial Cost	Renewal Subtotal
Subtotal 9 Replacement Smart Kiosks / 3 AIO to Windows 11 and 9 New Smart Terminals			\$16,821.00
1	New Server Setup	\$5,995.00	n/a
1	Replacement Content Keeper Filter Appliance	\$20,000.00	\$2,327.00
Grand Total Option A		\$135,820.00	\$19,148.00

Cost And Payment

as set forth in the attached Cost Proposal shall be due upon delivery unless otherwise specified herein. Licensee may obtain additional quantities at market pricing at time of purchase.

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
1003 Golfview Drive
Richmond, TX 77469

By:  _____
Daniel Curtin (Jul 25, 2025 09:34:55 EDT)

By: _____

Print Name: Daniel Curtin

Print Name: _____

Title: President

Title: _____

Date: 24/07/2025 _____

Date: _____

EXHIBIT B

(Sole Source Certification Letter)



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 _____

July 31, 2025

Fort Bend County, Texas | Purchasing Dept.
301 Jackson St, Suite 201
Richmond, TX 77469

Sole Source Certification: Comprise Technologies, Inc.

Comprise Technologies, Inc. (Comprise) is the only company that offers SAM Smart Access Management System, SmartALEC Wireless Print, Smart Kiosk Payment System, and SAM integrated ContentKeeper software/hardware systems. Comprise software products are licensed, sold and supported exclusively by Comprise Technologies, Inc. We do not offer, sell or license our products through local dealers or distributors and SAM, SmartALEC, Smart Kiosk, and SAM Integrated Content Keeper are not available in any other form or under any other brand name.

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

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

Renewal Components:

There are three components to a Comprise product renewal:

- 1) Product Licenses which extend your authorization to use our software on client computers and access corresponding server software, from the locations and in the manner described in the User Agreement;
- 2) Customer Service Technical Support which provides you with convenient access to instructional resources and personnel trained in the installation, configuration, and resolution of problems with our products;
- 3) Upgrade and Feature Entitlement Program which is a systematic approach for maintaining compatibility with new operating system versions and security patches, as well as a way to provision your version of Comprise product with new or enhanced features as they are released.

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

Sincerely,

A handwritten signature in blue ink that reads "Daniel Curtin". The signature is fluid and cursive, written over the printed name.

Daniel Curtin
President

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1343199

Date Filed:
 07/29/2025

Date Acknowledged:
 08/12/2025

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 25-IT-100945 R.249924
 Kiosk software and hardware

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Curtin, Daniel	Atlantic Highlands, NJ United	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)