SAM
END USER LICENSE AND SERVICE AGREEMENT

This License And Service Agreement, (Agreement), is made and entered into this 14th day of August, 2006, by and between Comprise Technologies, Inc, (Comprise) located at 1041 Route 36 West, PO Box 425, Navesink, New Jersey 07752 and Nassau County Public Library (Licensee) located at 25 North 4th Street, Fernandina Beach, FL 32034.

Recitals

Comprise is in the business of developing and commercializing proprietary software that permits the management of access to computers, applications, 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	SAM Functions And Components
Exhibit C	SAM Library Preparation Form 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 the purposes of this Agreement:
A. Licensee shall be the business organization set forth in Exhibit A to this Agreement.
B. "SAM", "Smart Access Manager" and "SAM Software" will have the meaning set forth in Exhibit B to this Agreement.

Statement Of Intent

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

SAM Delivery And Installation

SAM 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, SAM can be installed by Comprise. Installation of SAM shall occur within normal library business hours unless otherwise requested by Licensee. If Comprise is to install SAM, 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.

SAM Acceptance

For purpose of acceptance, SAM shall perform satisfactorily without any "Critical" or "Severe" 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 SAM functions as defined in this Agreement. If the failure cannot be resolved within that time period, Licensee can return SAM 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 SAM as set forth in Exhibit E shall be due upon delivery (or installation by Comprise at Licensee's option), unless otherwise specified in Exhibit E. Additional Licensee sites may obtain SAM according to the unit costs set forth in Exhibit E. Subsequent installation charges will reflect actual expense plus a twenty-five percent (25%) handling charge, unless otherwise specified in Exhibit E.

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.

The obligations of the County under this Agreement are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners. The appropriations necessary for the funding of this Agreement shall not be pledged from ad valorem funding sources of the Board of County Commissioners of Nassau County, Florida.

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 SAM software and return all copies of SAM 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.

Non-Appropriation Clause:

Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

Restrictions on Licensee

Licensee shall not make or distribute copies of SAM software except as provided under this Agreement. Licensee shall not de-compile, reverse engineer, disassemble, or otherwise reduce SAM 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 SAM or any part thereof.

Licensee shall notify its employees and/or agents who may have access to SAM 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 SAM:

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

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 SAM software 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.

Ownership

The foregoing License gives Licensee limited rights to use SAM. Comprise retains title to SAM 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 SAM, other than the License rights granted herein.

Limited Warranties

COMPRISE WARRANTS TO LICENSEE THAT DURING THE TERM OF THIS AGREEMENT, SAM 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 SAM TO LICENSEE. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF SAM.

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 SAM 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 SAM, WHETHER OR NOT THE POSSIBILITY OR CAUSE OF SUCH DAMAGES WAS KNOWN TO COMPRISE. IN ANY 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 SAM 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 SAM from those specifications listed in the attached Schedule(s) and (ii) for Licensee's failure to use SAM 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

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.

Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the Department Director with a copy to the County Administrator and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the Department Director or their designee and a representative of the Vendor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Department Director or his/her designee, and the County Attorney and the County Administrator and the Department Director or their designee(s) shall meet with the Vendor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the Department Director. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

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 under the Ordinances of Nassau County, along with the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Nassau County, Florida. If any part of this Agreement is found void and
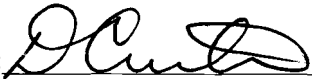
unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable 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
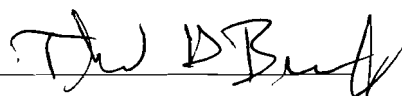PO Box 425
Navesink, New Jersey 07752

By: _____

Print Name: Daniel Curtin

Title: President

Date: _10 - 30 - 6_

Nassau County Board of County Commissioners
Nassau County Public Library
25 North 4th Street
Fernandina Beach, FL 32034
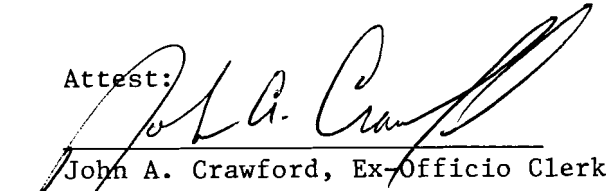
By: _____

Print Name: Thomas D. Branan, Jr.
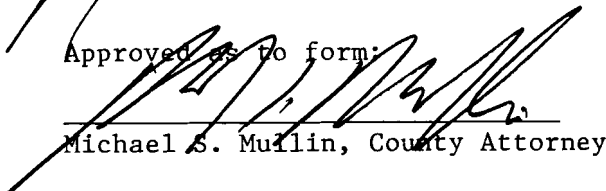Chairman, Nassau County Board of
Title: County Commissioners

Date: September 13, 2006

Attest: _____
John A. Crawford, Ex-Officio Clerk

Approved as to form: _____
Michael S. Mullin, County Attorney

EXHIBIT A

LICENSEE INFORMATION

Name: Nassau County Public Library

Address: 25 North 4th Street

City, State, Zip Code: Fernandina Beach, FL 32034

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.

Initial Term End Date: Five (5) years from the Initial Term Start Date.

Licensed Location(s):

Name	Address	Phone
Fernandina Beach Branch Library	25 North 4th Street, Fernandina Beach, FL 32034	(904) 277-7365
Callahan Branch Library	450086 State Road 200, Callahan, FL 32011	(904) 879-3434
Yulee Branch Library	76346 William Burgess Boulevard, Yulee, FL 32097	(904) 548-4467
Bryceville Branch Library	7280 Motes Road, Bryceville, FL 32009	(904) 266-9813
Hilliard Branch Library	37177 Pecan Street, Hilliard, FL 32046	(904) 845-2495

Installed Location: Installed by Comprise at the Nassau County Public Library

EXHIBIT B

SAM FUNCTIONS AND COMPONENTS

SAM shall be defined as a product capable of performing the following functions and consisting of the following components, all of which shall be provided by Comprise unless otherwise specified.

SAM FUNCTIONS

A. User Authentication. SAM will authenticate users into its' own database. SAM will, at Licensee option, populate its' database via industry standard protocol to query a library's automation software for patron record data.

B. Session Time & Mode Management. SAM will enable the Licensee to manage both Time and Mode of patron session. Time: SAM will automatically monitor and enforce total daily time allocation, individual session time, and inactivity time. Modes: SAM will support at least two modes of Session Management. The first, PC Manager Mode, governs access to the entire computer similar to a standard network log on. The second, Internet Manager Mode, governs only access to the Internet so that the computer can be used without log-on for other purposes.

C. Computer Reservations &/or 1st Available Sign-Up. SAM can allow patrons to: a) reserve a library computer and/or b) add their name to an automated waiting list for the next available computer. Reservations can be made in the library or if optionally configured over the Internet. The Licensee is able to determine how many reservations a patron can make on one day, how far into the future reservations are accepted, and the reservation length of time and grace period. 1st Available Sign-Up is an in-library feature that automatically assigns computers not in use to the next person on the waiting list. The Licensee is able to create multiple waiting lists to for computers by type or location. Computer Reservations and 1st Available Sign-Up can both function within the same physical library but should not be associated with a specific PC.

D. Internet Access/Filter Management (Optional). SAM can integrate with authorized 3rd party filter services so that each patron automatically receives Internet access consistent with the Licensee's policy. SAM Internet Access Management features can include:
   - Birth date driven category levels
   - Automatic category level advance at milestone birth dates
   - Community Standard override tables
   - Self service Internet filter selection for adults

E. Print Cost Control & Recovery. SAM can be configured differently to meet the requirements of various sites, specifically:
   - Restrict print to a limited number of pages
   - Support a "first "x" pages free" policy
   - Notify patrons of print charges before they are incurred
   - Assess different print charges by printer
   - Allow Licensee-designated patrons to print free or at a reduced rate
   - Print document cover page.

F. System/Desktop Security (Optional, not purchased by Licensee). SAM can include a desktop security module designed to provide a stable, protected operating environment for patron computers. The range of controlled Microsoft Windows functions includes appearance items, start menu and taskbar, keyboard and mouse, directory and drive availability, and network, printer, and system restrictions.

G. Report Manager. SAM will produce reports for any of the connected machines or appliances. Reports are date-range driven and can be run for either the entire system or by individual site. Reports include:
   - Patron Report
   - Group Report
   - Audit Report

- Reservation Report
- Print Report

SAM cannot be used to generate reports that associate Internet destination requests by individual patron.

The availability and performance of SAM FUNCTIONS is dependent upon the Library's technology platform, protocol support, and client operating system(s). Not all SAM FUNCTIONS are compatible with thin client networks.

SAM COMPONENTS

A.   SAM Software: shall consist of the following:
- Server-installed Comprise proprietary code. This code is the SAM "engine"; it includes the rules, parameter settings, and other data needed for SAM to function as well as an interface by which the Licensee can maintain that information.
- Patron-computer-installed Windows-compatible access management application,
- Staff-computer-installed Windows-compatible interface to database,

B.   Other Software: shall consist of the following, provided by licensee unless otherwise specified herein:
- Windows 2000 Server Operating System or better
- Server-installed Microsoft SQL 2000 Standard (w/single processor license) database,
- Server-installed pcAnywhere 32-bit version by Symantec 1 license

C.   Optional Software: can consist of the following, provided by licensee unless otherwise specified herein:
- Proxy/ISA Product:
  Microsoft Win 2000 Server or better
  Microsoft Proxy 2.0 with Service Pack 6 or newer or Microsoft ISA
  One (1) site non-exclusive end-user licensed copy of a specified multilevel filtering database,

D.   Hardware: can consist of the following, provided by licensee unless otherwise specified herein.
- SAM Server components shall consist of the following:
  Computer tower or rack mount with motherboard and power supply,
  Intel 1.4 GHz Processor (or better depending upon load),
  10 GB Hard Disk space,
  1 GB Ram,
  10/100mps Network Interface Card,
  Video Card
- Proxy/ISA Server components shall consist of the following:
  Computer tower or rack mount with motherboard and power supply,
  Intel 850 MHz Processor (or better depending upon load),
  500 MB Hard Disk space,
  512 MB Ram,
  10/100mps Network Interface Card,
  Video Card

E.   Peripherals and Other Supplies: One (1) copy per location of any and all related manuals, publications, and/or instructions on the use of SAM components.

EXHIBIT C

SAM Library Preparation Form

Location: _____ City, St: _____

Responsible Party: _____ Date: _____

Library has requested that Comprise install SAM 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
- ❑ SAM is communication with the Library's ILS database in a manner and frequency desired. Library is able to apply desired patron record information to SAM functionality.
- B. Session Manager
- ❑ SAM is performing Log on/off, with session timers and messages at correct times and with Location settings in all modes, including safe mode.
- C. Internet Manager
- ❑ SAM is granting users access to the Internet in the manner and with limitations/entitlements desired.
- D. Print Manager
- ❑ SAM is managing print in the manner and with limitations/charges desired. WE HAVE TESTED PRINTING WITH Microsoft Office, Internet browsers and Adobe PDF sites or files.
- E. Reservations
- ❑ SAM is signing persons up, whether in Reservation or 1st Available format, and assigning PCs in a manner desired.
- F. Staff Functions
- ❑ SAM is enabling staff to perform the functions we desire.

Library acknowledges it has been informed that the installation of SAM 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 SAM has tested to their expectations and that the intended Public PCs, Catalog PCs, Staff PCs, printers and copiers are ready and in place for SAM 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

EXHIBIT C

SAM Completed Site Report

Location: _____ City, St: _____

Comprise Installer: _____ Date: _____

SAM Version(s) Installed: _____ Number of PCs: _____

This report verifies that the installer has finished the task of installing SAM software on each licensed computer and that to the satisfaction of each signing party SAM 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 SAM 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 SAM as specified in the License Agreement.

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

Punch List Items
The following items are to be completed, but do not prevent the Library from using SAM

Description	Affected Functionality	Expected Delivery Date

Signed & Dated By:

For Comprise	Date	For Library	Date

EXHIBIT D

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

INSTALLATION

At Licensee option, Comprise can install SAM 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 SAM 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 SAM 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 SAM 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 SAM functionality long before the installation. Comprise provides guides to assist in the planning and preparation for SAM. 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 SAM patron interface,
     b. Using the SAM 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:
A. Critical: System does not function
B. Severe: Operation severely degraded
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 SAM Customer Support Manual, a copy of which has been provided to 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 SAM 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 SAM software is installed. Such access shall facilitate and allow Comprise full access to SAM software, the SAM 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 SAM. 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 SAM 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 SAM 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.

EXHIBIT E

COST AND PAYMENT

Payment Due Date: Payment shall be made after review and approval by County within forty-five (45) days from receipt of invoice, in accordance with Florida Statute 218, Florida Prompt Payment Act. Licensee will be invoiced once the remote SAM server and client software has been installed.

Payment Amount: SAM Software –

5 Libraries (includes 44 client licenses)	$12,686
System Setup, Installation and Training – 2 day on-site visit	$2,500
End of Year Discount	($2,537)
Pre-Paid First Anniversary SAM Renewal	$3,037
SUB-TOTAL	**$15,686**

Optional Components:

1 Sign-Up Station Display Device ($995 per)	$995
OPTIONAL COMPONENT SUB-TOTAL	**$995**
TOTAL COST:	**$16,681**

Annual Renewal Due Date: One (1) year from the date that the Completed Installation Report is signed by Licensee. If the Annual Renewal Amount includes third party warranty payments or services, such Renewal Amount is subject to dollar-for-dollar adjustment to reflect increases/decreases in the actual amount(s) charged by third party vendors.

Annual Renewal Amount:

SAM Software Renewal –	$3,037
Extended Hardware Maintenance –	$0
TOTAL ANNUAL RENEWAL AMOUNT:	**$3,037**

(Attached is the Comprise Proposal - Nassau County Public Library - SAM Proposal (4) 10-21-05)

EXHIBIT F

SAM Accelerated Development Amendment

Issue Date:
Expires in 60 Days if not accepted

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' SAM™ product. 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

N/A

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

Authentication: ☐ Real-time ILS Link ☐ Onetime ILS Link ☐ Snapshot ☐ Manual Record Creation

3rd Party Products: ☐ Proxy/ISA Filter Service ☐ Appliance Filter Service ☐ Other: _____

Hardware: ☐ Web Server ☐ APM Machine ☐ Device Controller(s) ☐ Sign-Up Station

Server Software: ☐ MS SQL 2000 ☐ MS 2000 OS ☐ Microsoft ISA Software ☐ Remote Access

Maintenance/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.

ACCELERATED DEVELOPMENT AMENDMENT ADDITIONAL TERMS

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

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

NOW, THEREFORE, the parties hereby agree as follows:

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

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

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

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

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

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EXHIBIT G

FORM OF ADDENDUM

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:_____