PAYMENT PROCESSING PRODUCT
END USER LICENSE AND SERVICE AGREEMENT

This License And Service Agreement, (Agreement), is made and entered into this 12 day of August 2008, 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 payment software.

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 payment 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	Product 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.   "Payment Processing Product" will have the meaning set forth in Exhibit B to this Agreement.

Statement Of Intent

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

Product Delivery And Installation

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

PAYMENT PROCESSING PRODUCT Acceptance

For purpose of acceptance, PAYMENT PROCESSING PRODUCT 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 PAYMENT PROCESSING PRODUCT functions as defined in this Agreement. If the failure cannot be resolved within that time period, Licensee can return PAYMENT PROCESSING 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 PAYMENT PROCESSING PRODUCT as set forth in Exhibit E shall be due upon installation and signed Completed Site Report, unless otherwise specified in Exhibit E. Additional Licensee sites may obtain PAYMENT PROCESSING PRODUCT 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.

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 PAYMENT PROCESSING PRODUCT software and return all copies of PAYMENT PROCESSING 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 PAYMENT PROCESSING PRODUCT software except as provided under this Agreement.
Licensee shall not de-compile, reverse engineer, disassemble, or otherwise reduce PAYMENT PROCESSING 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 PAYMENT PROCESSING PRODUCT or any part thereof.
Licensee shall notify its employees and/or agents who may have access to PAYMENT PROCESSING 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 PAYMENT PROCESSING 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;

(d) to alter, tamper with, repair, circumvent any aspect of PAYMENT PROCESSING PRODUCT;

(e) to make unauthorized representations or claims regarding PAYMENT PROCESSING 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 PAYMENT PROCESSING PRODUCT 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 PAYMENT PROCESSING PRODUCT. Comprise retains title to PAYMENT PROCESSING 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 PAYMENT PROCESSING PRODUCT, other than the License rights granted herein.

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 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.

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). 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
- 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.

Limited Warranties

COMPRISE WARRANTS TO LICENSEE THAT DURING THE TERM OF THIS AGREEMENT, PAYMENT PROCESSING 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 PAYMENT PROCESSING PRODUCT TO LICENSEE. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF PAYMENT PROCESSING 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 PAYMENT PROCESSING 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 PAYMENT PROCESSING PRODUCT, 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 PAYMENT PROCESSING 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 PAYMENT PROCESSING PRODUCT from those specifications listed in the attached Schedule(s) and (ii) for Licensee's failure to use PAYMENT PROCESSING 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

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 Agreement 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 of New Jersey. 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: _____
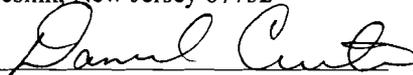
Print Name: Daniel Curtin

Title: President

Date: 5/27/9

Nassau County Public Library
25 North 4th Street
Fernandina Beach, FL 32034

By: _____
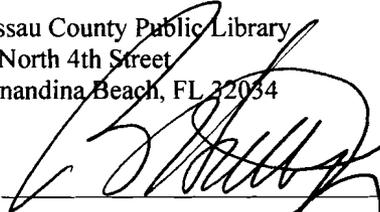
Print Name: Barry V. Holloway

Title: Chairman

Date: 5-13-09

ATTESTATION: ONLY TO AUTHENTICITY
AS TO CHAIRMAN'S SIGNATURE:
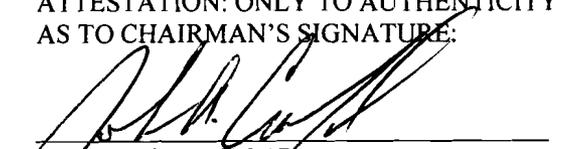
_____
JOHN A. CRAWFORD
EX-OFFICIO CLERK   JPK 5/13/09

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:
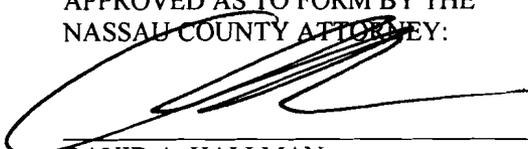
_____
DAVID A. HALLMAN

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

Renewal Start Date: One (1) year from the Initial Term Start Date

Number of Site Licenses: 3   Number of PC Client Licenses: 3

☒ Yes   Staff POS
☐ Credit Card
☐ E-commerce (Fine Payment via the Web)

Licensed Location(s):

No.	Name	Location	Phone
1	Library Branch to be named by the library		
2	Fernandina Beach Branch LIbrary	25 N. 4th Street, Fern., Fl. 32034	904-277-7365
3	Callahan Branch Library	450086 SR 200 Ste#10, Cal., Fl 32011	904-879-3434
4	Hilliard Branch Library	15821 CR108, Hilliard, Fl. 32046	904-845-2495
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EXHIBIT B

PAYMENT PROCESSING PRODUCT FUNCTIONS AND COMPONENTS

PAYMENT PROCESSING PRODUCT 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.

A. Point of Sale software: SMART MONEY MANAGER will enable Licensee to transact payments in cash, via SAM account, and/or check, at Licensee option.

B. Fine or other ILS payments (Optional): SMART MONEY MANAGER can, if paid for by Licensee, enable Licensee to transact payments for fines or other ILS charges. Comprise' Cost Proposal will specify the type of fine or other ILS payments ordered by the Licensee. Licensee specifically acknowledges its understanding that the extent of ILS product compatibility with this function varies by ILS product and version.

C. Payment Card Processing (Optional): SMART MONEY MANAGER can, if paid for by Licensee, enable Licensee to transact payments via bank or leisure company payment card. Comprise' Cost Proposal will specify the type of payment card processing ordered by the Licensee: either staff-assisted POS, patron-self-service *e*-commerce, patron-self-service APM or other terminal appliance, or in combination with another 3rd party self-check product.

D. Compliance with Payment Card Industry Data Security Standard: SMART MONEY MANAGER will:
    *   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
    *   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 Library's business

E. Report software. SMART MONEY MANAGER will produce reports for any computer (terminal) on which its client software is loaded. Reports are date-range driven and can be run for either the entire system or by individual site. Reports include:
    *   Terminal Status Reports
    *   Terminal Payment Reports
    *   Terminal Item Reports
    *   User Transaction Reports
    *   Inventory Reports
    *   Item Category Reports

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

SMART MONEY MANAGER COMPONENTS

A. SMART MONEY MANAGER Software: shall consist of the following:
    *   Server-installed Comprise proprietary code. This code is the SMART MONEY MANAGER "engine"; it includes the rules, parameter settings, and other data needed for SMART MONEY MANAGER to function as well as an interface by which the Licensee can maintain that information.
    *   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. Hardware: can consist of the following, provided by licensee unless otherwise specified herein.
- SMART MONEY MANAGER 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

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

EXHIBIT C

PAYMENT PROCESSING
Library Preparation Form

Location: Fernandina Beach Branch Library   City, St: __Fernandina Beach, FL__

Responsible Party: Nassau County Board of Commissioners   Date: _____

Library has requested that Comprise install SMART MONEY MANAGER 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
❑ SMART MONEY MANAGER is communication with the Library's ILS database in a manner and frequency desired. Library is able to apply desired patron record information to SMART MONEY MANAGER functionality.
B. Staff Functions
❑ SMART MONEY MANAGER is enabling staff to perform the functions we desire.

Library acknowledges it has been informed that the installation of SMART MONEY MANAGER 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 SMART MONEY MANAGER has tested to their expectations and that the intended PCs and printers are ready and in place for SMART MONEY MANAGER 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

PAYMENT PROCESSING
Library Preparation Form

Location: <u>Callahan Branch LIbrary</u>   City, St: <u>Callahan, Florida</u>

Responsible Party: <u>Nassau County Board of Commissioners</u> Date: _____

Library has requested that Comprise install SMART MONEY MANAGER 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
   ❑ SMART MONEY MANAGER is communication with the Library's ILS database in a manner and frequency desired. Library is able to apply desired patron record information to SMART MONEY MANAGER functionality.
   B. Staff Functions
   ❑ SMART MONEY MANAGER is enabling staff to perform the functions we desire.

Library acknowledges it has been informed that the installation of SMART MONEY MANAGER 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 <u>and Library agrees to this restriction.</u>

By signing this form the Library is acknowledging that SMART MONEY MANAGER has tested to their expectations and that the intended PCs and printers are ready and in place for SMART MONEY MANAGER 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

PAYMENT PROCESSING
Library Preparation Form

Location: __Hilliard Branch Library__   City, St: __Hilliard, Florida__

Responsible Party: __Nassau County Board of Commissioners__ Date: _____

Library has requested that Comprise install SMART MONEY MANAGER 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
   ❑ SMART MONEY MANAGER is communication with the Library's ILS database in a manner and frequency desired. Library is able to apply desired patron record information to SMART MONEY MANAGER functionality.
   B. Staff Functions
   ❑ SMART MONEY MANAGER is enabling staff to perform the functions we desire.

Library acknowledges it has been informed that the installation of SMART MONEY MANAGER 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 SMART MONEY MANAGER has tested to their expectations and that the intended PCs and printers are ready and in place for SMART MONEY MANAGER 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 D

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

INSTALLATION

At Licensee option, Comprise can install SMART MONEY MANAGER 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. Staff computers on which SMART MONEY MANAGER is to be installed will be turned off and removed from 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 SMART MONEY MANAGER 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 SMART MONEY MANAGER 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 SMART MONEY MANAGER functionality long before the installation. Comprise provides guides to assist in the planning and preparation for SMART MONEY MANAGER. 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 SMART MONEY MANAGER patron interface,
   b. Using the SMART MONEY MANAGER 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. Moderate: Operation moderately degraded
C. Minor: No performance impact.

Comprise shall respond to requests for technical support according to the guidelines and procedures more fully described in the SMART MONEY MANAGER 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 SMART MONEY MANAGER 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 SMART MONEY MANAGER software is installed. Such access shall facilitate and allow Comprise full access to SMART MONEY MANAGER software, the SMART MONEY MANAGER 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 SMART MONEY MANAGER. 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 SMART MONEY MANAGER 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 SMART MONEY MANAGER 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.

COST AND PAYMENT

Payment Due Date: Upon Installation

Payment Amount: (see below Comprise Cost Proposal)

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

Annual Renewal Amount: (see below Comprise Cost 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   **August 13, 2008**

| **Nassau County Public Library** | | **Locations** | **3** |
| **Nassau, FL** | | **Staff Terminals** | **3** |

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

I. Smart Money Manager (SMM) Server Access Licenses			
SMM Server Software:			
- SMM Server Access Software per Location	$875	3	$2,625
- Includes 1 POS Terminal with Each Server Access Licenses	included	3	$0
- Remote Server Setup & Configuration	$800	3	$2,400
- Centralized Web Interface for Configuation of all Terminals			
- Centralized Web Interface for Financial Reports			
SMM Staff Terminal Software and Hardware:			
- POS Staff Terminal Software for SMM (per terminal)	$500	0	$0
- POS Cash Drawer	$155	3	$465
- POS Keyboard w/ Replaceable Keys & Mag Reader	$210	3	$630
- Remote Client Setup & Configuration for Testing	$250	3	$750
II. Integration with ILS Patron Databse for Fine Payment			
- Integrated with ILS Patron Database	$1,500	1	$1,500
- Request Fine Information			
- Sends Updated Payment of Fine Information to Patron Record			
- Remote Setup and Configuration	$800	1	$800
III. Credit Card Integrations			
Server Software & Gateway:			
- Central Server Credit Card Application Engine	$2,500	0	$0
- Credit Card Program Interface with Verifone (PCI Compliant)	$385	0	$0
- Remote Setup & Configuration	$800	0	$0
IV. Online Credit Card Software:			
- **E-Commerce Web Page w/ Authentication**	$3,500	0	$0
- Requires Link Configuration to Integrated Library System			
- Credit Card Interface	$750	0	$0
- **Remote Setup & Configuration**	$800	0	$0
- **SMM Server Software (if Staff POS not purchased)**	$2,500	0	$0
V. Software Installation & Training Services *(Optional)*	$1,200	0	$0
- On-Site Installation / Training Services (2 day minimum)			
	Sub-total		**$9,170**

Adjusted Total with Anticipated Discount			$7,336

Annual Software License, Technical Support and Upgrades	Unit	Cost	Total
POS Software Licensing, Tech Support and Annual Upgrades	1	$525	$525
Software Support for the Link to ILS for Fine Payment	1	$300	$300
Credit Card Server Application Renewal and Support	0	$500	$0
Credit Card Interface, Staff POS & E-commerce Renewal	0	$220	$0
E-Commerce Web Page Support & Renewal	0	$700	$0
E-Commerce Credit Card Support	0	$750	$0

Notes:
- Software Requires MS Server OS 2003, IIL, SQL 2005 Database
- 12 Month Annual SMM, CC and E-Commerce Support is included in the first 12 Months
- **Pricing reflects Promotional Pricing which is valid on through**
8/31/08
- Quote valid for 30 days.
- Payment terms; SMM software due upon install, hardware 50% due upon order, 50% due upon proof of shipment
- Physical installation of hardware (cash drawers, etc.) is the responsibility of the library.
[1] Credit Card Program does not include Merchant Account/Gateway, SSL Certificate or Credit
Processing Charges.

**Comprise Technologies, Inc. 1041 Route 36 West, PO Box 425, Navesink, NJ 07752
Office: 732-291-3600   Toll Free: 800-864-6822   Fax: 732-291-3699
WWW.COMPRISETECHNOLOGIES.COM**

Payment Processing

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' SMART MONEY MANAGER™ 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.

    SMART MONEY MANAGER Managers: ☐Terminal ☐Server ☐Reports

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

    Hardware: ☐ Web Server   ☐ Keyboard   ☐ Cash Drawer   ☐ Receipt Printer

    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 SMART MONEY MANAGER 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:_____

FORM OF ADDENDUM

FEDERAL & STATE TAX EXCEMPTION 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.