

BOCC CONTRACT APPROVAL FORM

CONTRACT
TRACKING NO.
CM3930

SECTION 1 - GENERAL INFORMATIONRequesting Department: LIBRARIESContact Person: JULIE CANNAVINOTelephone: (904) 530-6502Email: jcannavino@nassaucountyfl.com**SECTION 2 - VENDOR INFORMATION**Name: COMPRISE TECHNOLOGIES, INC.Address: 1041 ROUTE 36 WEST P.O. BOX 425City: NAVESINKState: NJZip Code: 07752Vendor's Administrator Name: Don Chadwick

Title: _____

Telephone: (404) 695-9681Email: DonC@comprisetechologies.com**SECTION 3 - VENDOR AUTHORIZED SIGNATORY**Authorized Signatory Name: Daniel CurtinTitle: PresidentAuthorized Signatory Email: dancurtin@comprisetechologies.com**(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)****SECTION 4 - CONTRACT INFORMATION**Contract Name: COMPRISE SmartPAYShort Description of Product(s)/Service(s) Being Requested: SmartPAY online payments for fines/fees linking to the ILS for real-time payments and intergration with Library Merchant account for support, Licenses and upgrades. Licensing, technical support and upgrades are included.**(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)**Procured Method: ☒ Quotes ☐ ITB ☐ RFP ☐ RFQ ☐ Piggyback ☐ Exemption ☐ Sole Source ☐ Single Source☐ Other: _____Amount of Initial Contract Term: \$705.00

Amount of Renewal Options (if applicable):

Year 1: \$ 829.00Year 2: \$ 975.00

Year 3: _____

Year 4: _____

Total Amount of Contract (Initial Term + Renewal Options): \$2509.00

(Estimate if necessary)

Account Number: 01711571-549000Source of Funds: ☒ County ☐ State ☐ Federal ☐ Other: _____County Authorized Signatory: ☐ BOCC Chairman ☒ County Manager**(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)****SECTION 5 - INSURANCE**Insurance Category: ☒ Category L ☐ Category M ☐ Category H ☐ Other: _____Risk Manager Initials: MP**SECTION 6 - AMENDMENT INFORMATION**

Contract Tracking No: _____ Amendment No: _____

Type of Amendment: ☐ Renewal ☐ Time Extension with Increase ☐ Time Only Extension ☐ Additional Scope☐ Supplemental Agreement ☐ Other: _____

Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____

New Contract Amount including this Amendment: _____

Account Code Change From: _____ To: _____

County Authorized Signatory: ☐ BOCC Chairman ☐ County Manager**(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)****APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

- | | | | |
|----------------------------------|-----------------|--|------------------|
| 1. <u>Julie Cannavino</u> | <u>6/9/2025</u> | 3. <u>Ranase Almonte</u> | <u>6/10/2025</u> |
| Department Head/Contract Manager | Date | Procurement | Date |
| | | (Signature required only if procurement related) | |
| 2. <u>Chris Lacambra</u> | <u>6/9/2025</u> | 4. <u>Denise C. May, Esq., BCS</u> | <u>6/10/2025</u> |
| Office of Mgmt. & Budget | Date | County Attorney | Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

County Manager

6/10/2025

Date

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

This License And Service Agreement, (Agreement), is made and entered into this 5th day of March, 2025, 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 System (Licensee) located at 25 North 4th Street Fernandina Beach, FL32034

Recitals

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

Licensee is a municipal agency such as a County Department, utility, library, library system, or a cooperative/service center in the business of offering 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.

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 | Deliverables, Cost and Payment |
| Exhibit B | Product Functions and Components |
| Exhibit C | Site Preparation Form and Completed Project Reports |
| Exhibit D | Installation, Training, Support, Maintenance and Repair/Replacement |
| Exhibit E | Sales Tax Applicability Documentation |
| Exhibit F | Payment Card Industry Data Security Amendment |
| Exhibit G | Additional Product Endorsement |

For the purposes of this Agreement:

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

PRODUCT Implementation

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

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

PRODUCT Acceptance

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

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

Cost And Payment

Payment for PRODUCT as set forth in Exhibit A shall be due upon delivery unless otherwise specified in Exhibit A. Licensee may obtain additional PRODUCT according to the unit costs set forth in Exhibit A or a mutually acceptable pro-rata computation of unit costs if not specified.

Annual License, Maintenance and Support Renewal charges shall be due on the yearly anniversary of the date that the Licensee signs a Completed Project Report. If no Completed Project Report is signed by the Licensee, then the date of Comprise' final invoice for the implementation of this PRODUCT shall document the date of project completion.

Term And Termination.

This Agreement shall commence on the Agreement Date, continue for [three] years and shall automatically renew for additional one (1) year terms thereafter, unless earlier terminated pursuant to this Agreement. This Agreement may be terminated 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.

The provisions of this Agreement for payment of funds by the Licensee shall be effective when funds are appropriated for purpose of this Agreement and are available for payment. The Licensee shall be the sole judge and authority in determining the availability of funds under this Agreement and the Licensee shall keep Comprise fully informed as to the availability of funds for the Agreement. The obligation of the Licensee to make any payment pursuant to this Agreement is a current expense of the Licensee and is not a general obligation or indebtedness of the Licensee. If money sufficient to pay the amounts as set forth in this Agreement is not appropriated for any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year.

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

Restrictions on Licensee

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

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

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

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

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

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

- (a) for any unlawful, immoral, harmful, fraudulent, or obscene purpose,
- (b) to send any virus or harmful code to any third party,
- (c) to attempt to or to break into or violate the security of any computer file, database, or network, or violate another person's privacy or access, alter, steal, corrupt, or destroy any data,
- (d) to alter, tamper with, repair, circumvent any aspect of PRODUCT,
- (e) to make unauthorized representations or claims regarding PRODUCT.

If 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, to the extent permitted by law, Licensee agrees to indemnify, and hold Comprise harmless from and against any and all damages, expenses, judgments, settlements, claims, liabilities, losses or costs of civil or criminal defense, including reasonable attorneys' fees, that arise out of such violation, whether incurred by Comprise directly or paid to a third party.

License

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

Ownership

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

Sole Source for Support

Comprise is the only company that licenses and supports its' proprietary products, including when its' software is integrated into third-party hardware that is certified compatible by Comprise. Comprise employs, and agrees to continue to employ, software developers, technical specialists, remote and on-site implementation staff trained to support our customers initial implementation, customizations and enhancements, maintenance requirements and upgrade configurations. As such, Comprise is the only company that can maintain the application source code to meet Licensee configuration requirements and assure the proper operation of approved third-party hardware products. Comprise cannot support any third-party hardware that is not certified compatible by Comprise. Annual renewal of licensing includes the technical software support, extended hardware maintenance, and the then-current software version release as described herein.

Limited Warranties

COMPRISE WARRANTS TO LICENSEE THAT DURING THE TERM OF THIS AGREEMENT, PRODUCT WILL CONFORM TO ITS DOCUMENTATION 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, IT'S SUPPLIERS OR AUTHORIZED SOLUTION PROVIDERS. IF LICENSEE'S JURISDICTION DOES NOT ALLOW THE ABOVE DISCLAIMER OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH IMPLIED WARRANTIES IS LIMITED TO 60 CALENDAR DAYS FROM THE DELIVERY OF PRODUCT TO LICENSEE. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF PRODUCT.

Limitation of Damages

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

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

Indemnification Procedure

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

Confidentiality

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

Employment Restriction

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

Force Majeure

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

Notices

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

Miscellaneous

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

Governing Law And General Provisions

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Licensee is located. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. The rights in this Agreement are personal to Licensee and shall not be transferred or

assigned by operation of law or otherwise, without the prior written consent of Comprise. Any transfer or assignment in violation of this paragraph shall be void and will have no force and effect to Comprise.

Cooperative Procurement

If acceptable to the Licensee, this Agreement may be used by other public bodies in the State in which the Licensee is located to purchase at contract prices and in accordance with the terms herein. Comprise shall deal directly with any public body using the Agreement which shall execute a separate agreement with Comprise, to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations. Failure to extend the Agreement to another public body will have no effect on this Agreement with Licensee.

Licensee, its officials, and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between Comprise and any other public bodies, and in no event shall the Licensee, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of this Agreement. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to Comprise it may withdraw its consent to extension of the contract to that public body.

Licensee assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may carry out such notification.

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: Daniel Curtin

Print Name: Daniel Curtin

Title: President

Date: 6/10/2025

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

By: [Signature]

Print Name: Taco Pope, AICP

Title: County Manager

Date: 6/10/2025

EXHIBIT A

DELIVERABLES, COST AND PAYMENT

Deliverables: Licensee is in possession of and utilizing the PRODUCT(S) that are subject to this Agreement.

- SmatPAY Online Fine/Fee

Software Installation: Software/Service is currently installed.

Renewal Payment Due Date: June 5th each year. The invoice will be sent 60 days prior

Renewal Payment Amount: see schedule below

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.

Schedule of Costs for next 3 years

| Nassau County Library, FL | | | | | Year One | Year Two | Year Three |
|------------------------------------|---|--|---------------------|---------------------------|---------------------|---------------------|---------------------|
| November 6, 2024 | | | | | Coverage Period: | Coverage Period: | Coverage Period: |
| Comprise Installed Product Renewal | | Comments | # of Licensed Sites | # of Licenses or Quantity | 06/05/25 - 06/04/26 | 06/05/26 - 06/04/27 | 06/05/27 - 06/04/28 |
| 3 | Renewal: ¹ SmartPAY Online Payments for Fine/Fees linking to the ILS for real-time payments and integration with library merchant account for Support, Licenses and upgrades | Covers continued Licensing, technical support and upgrades | 6 | 1 | \$705.00 | \$829.00 | \$975.00 |
| 9 | Grand Total SmartPAY | | | | 705.00 | 829.00 | 975.00 |
| Notes: | | | | | | | |
| 1 | Renewal License/Support/hardware maintenance have remained the same since purchase, however, with inflation and raising costs, The renewal/maintenance/warranty costs will increase for service contracts, especially considering the dramatic price increases over the past couple of years. This is a fully hosted solution in a third-party hosting service. | | | | | | |

EXHIBIT B

PRODUCT FUNCTIONS AND COMPONENTS

Product: Smart Pay

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

Literature Title
SmartPAY Overview

Document No.
SPO_118

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

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

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

Acknowledgement of the Payment Card Industry Merchant Designation: Licensee acknowledges that it has been made aware of the Payment Card Industry's designation of Licensee as a "Merchant" for the purpose of accepting financial transactions with payment cards. Licensee agrees that it will comply with the Merchant requirements of the Standard.

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

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

EXHIBIT C (1)

Site Preparation Form

Licensee: N/A City, St: _____

Responsible Party: N/A Date: _____

Licensee has requested that Comprise provide on-site PRODUCT installation support at Licensee location(s). Licensee agrees that it is responsible for the site preparation specified herein and that an on-site visit cannot be scheduled until this form is completely executed by an authorized Licensee representative. By signing this form, Licensee is confirming that it is ready for such installation, having prepared itself as more fully described in the Installation Procedure documentation supplied by Comprise. This confirmation includes, but is not limited to:

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

Authentication

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

Staff Functions

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

SAM Libraries ONLY:

PC Session Manager

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

Internet Manager

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

Print Manager

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

SmartPAY Libraries:

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

Smart Money Manager Libraries:

- ☐ PRODUCT is enabling staff to perform the functions we desire, including item payment by all desired methods, receipt printing, and cash reconciliation.

Smart Kiosk Libraries:

- ☐ PRODUCT is enabling the self-service functions we desire.

Smart Terminal Libraries:

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

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

Licensee acknowledges that programming support may not be available during an installation visit. Licensee acknowledges that differing site conditions will result in additional charges.

Signed & Dated By:

N/A
For Licensee _____ Date _____

N/A
For Comprise _____ Date _____

EXHIBIT C (2)

Completed Project Report

Licensee: N/A City, St: _____Comprise Technician: N/A Date: _____

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

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

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

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

Punch List Items

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

| Description | Affected Functionality | Expected Delivery Date |
|-------------|------------------------|------------------------|
| NA | NA | NA |
| | | |
| | | |
| | | |
| | | |

Signed & Dated By:

| | |
|--------------|--------------|
| <u>N/A</u> | <u>N/A</u> |
| For Comprise | For Licensee |
| Date | Date |

EXHIBIT D

INSTALLATION, TRAINING, SUPPORT,
MAINTENANCE AND REPAIR/REPLACEMENT

PRODUCT shall be supported as more fully described in the Comprise Customer Support Guide, the current version of which is identified below, and which Licensee acknowledges having received a copy.

Literature Title
Comprise Customer Support Guide

Document No.
CCSG_113

INSTALLATION

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

- A. Installation will be by site appointment. Once scheduled an installation appointment can be changed at no cost by providing 14 days notice to Comprise. Appointments rescheduled with less than 14 days notice may incur additional costs.
- B. Patron computers on which PRODUCT is to be installed will be turned off and removed from public service for the duration of the installation appointment.
- C. Comprise installer(s) shall be given reasonable unrestricted access to Licensee facilities,
- D. Comprise installer(s) shall be given a library-computer-network account login and password with sufficient rights to accomplish unaided installation of PRODUCT on any intended Licensee device, including servers,
- E. Conditions differing from those specified above, or different from those agreed to in advance by Comprise will result in additional charges, which Licensee agrees to reimburse at the cost actually incurred or pay at the labor rate of \$130 per hour.

TRAINING

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

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

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

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

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 PRODUCT 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 PRODUCT Customer Support Manual(s) as appropriate.

Licensee further agrees that any support request that does not include an indication of impact level will be considered by Comprise to be of minor impact.

Licensee agrees to allow Comprise remote Internet access to the server(s) on which PRODUCT software is installed. Such access shall facilitate and allow Comprise full access to PRODUCT software, the PRODUCT patron database, and Microsoft Windows directories, and permit unrestricted file transfer and manipulation. Licensee agrees to provide Comprise with the necessary IP Address, User Name and Password to access the server.

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

- A. Comprise "trouble desk" contact point shall be responsible for coordination of repair and/or replacement of any and all system components provided by Comprise and Comprise representative.
- B. Comprise shall establish a single contact point between the Licensee and all system manufacturers, and suppliers.
- C. The Comprise "trouble desk" contact point shall be available for the reporting of System problems or defects by calling (800) 531-0132 during the following hours (Monday –Friday 7:00 am. – 9:30 pm., Saturday 9:00 am. – 6:00 pm., Sunday 9:00 am. – 6:00 pm. EST) or by emailing techsupport@comprisetechologies.com.
- D. Requests for technical support with Moderate or Minor impact levels shall be addressed by Comprise during its normal business service hours (Monday –Friday 9:00 am. – 6:00 pm. EST). Requests for support of these impact level may not be addressed on Comprise-recognized holidays or during the period between approximately December 15th and the first Monday of each successive new year.
- E. Licensee shall designate two (2) employees (one in the Library and one in Information Services Division) who will be authorized to contact the Comprise "trouble desk."
- F. 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 components provided by Comprise shall be maintained by Comprise against defects in workmanship or functionality for a period of twelve (12) months from the date of their first use by the Customer. 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.

Third party hardware/software, for example payment terminals, money handling equipment or Internet filters are warranted separately by their respective manufacturer. Typically, warranties are for one year. Most permit you to ship covered products to their service facility for repair or replacement at no charge.

Extended coverage for Comprise proprietary components and some, but not all third-party products is included in the Annual License Renewal charge. Extended coverage means that any covered components or parts of equipment provided by Comprise that fail within the maintenance period(s) shall be replaced or repaired via Comprise Depot Services within three (3) business days*, Monday through Friday. This service shall be at no cost to Customer unless those components or parts have failed due to actions of the Customer staff or by other system users.

*Replacement Smart Terminals shall be provided to the applicable Security Service Provider for PIN injection within 3 business days; Comprise does not control the time required for PIN injection by these service organizations.

FEDERAL & STATE TAX EXEMPTION DOCUMENTATION

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☒ Other (see instructions)

GOVERNMENT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

76347 VETERANS WAY SUITE 4000

6 City, state, and ZIP code

YULEE, FL 32097

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 1 8 6 3 0 4 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person

Date

5/29/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT F

PAYMENT CARD INDUSTRY DATA SECURITY STANDARD 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:

The Parties desire to incorporate into the Agreement certain written documentation pursuant to the Payment Card Industry Data Security Standard (PCI DSS) as follows:

1. Comprise represents that the product being acquired by Licensee currently complies with the PCI DSS, and that it is obligated to maintain compliance with the PCI DSS;
2. Comprise acknowledges that it is responsible for the security of cardholder data that it possesses by means of its Agreement with Licensee; this acknowledgement satisfies Sections 12.8.2 and 12.9 of the PCI DSS requiring the Parties to maintain a written acknowledgement that Comprise has responsibility for the security of cardholder data it possesses by means of its Agreement with Licensee;
3. that a failure by Comprise to knowingly and willfully perform any of its material obligations established pursuant to the Payment Card Industry Data Security Standard constitutes a "material breach" of the Agreement; and,
4. that pursuant to Section 12.8.2 of the PCI DSS Licensee acknowledges that it is responsible for determining the Payment Service Provider (Processor) for its transactions and that Licensee will monitor that Payment Service Provider's PCI compliance.

The Parties also desire that the indemnification provision of the Agreement apply to any failure of Comprise to protect cardholder data from unauthorized disclosure resulting directly from a knowing and willful lack of compliance with the Payment Card Industry Data Security Standard. Accordingly, the Agreement Section, entitled "Comprise' Indemnification of Licensee," is hereby amended to add the following paragraph to the end of the section:

"Comprise agrees that it is responsible for the security of cardholder data that it possesses by means of this Agreement, and that the indemnification provision of this section applies to any failure of Comprise to protect cardholder data from unauthorized disclosure resulting directly from a knowing and willful lack of compliance with the Payment Card Industry Data Security Standard. However, the Parties acknowledge that the processing, transmission, and storage of cardholder data cannot be guaranteed to be secure, honest, or error-free as information could be fraudulent, intercepted, corrupted, lost, destroyed, arrive late, incomplete, or may contain viruses, and that Comprise does not indemnify Licensee from any such loss unless the loss results directly from a knowing and willful lack of compliance with the Payment Card Industry Data Security Standard by Comprise.

Entire Addendum; Amendment

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

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

By: Daniel Curtin

Print Name: Daniel Curtin

Title: President

Date: 6/10/2025

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

By: Taco Pope

Print Name: Taco Pope, AICP

Title: County Manager

Date: 6/10/2025

RIDER TO THE END USER LICENSE AND SERVICE AGREEMENT

THIS RIDER TO THE END USER LICENSE AND SERVICE AGREEMENT (hereinafter "Rider") is made by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County" or "Customer"), and COMPRISE TECHNOLOGIES, INC., a New Jersey corporation (hereinafter the "Vendor") hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties desire to enter into an End User License and Service Agreement for the renewal of SmartPAY for online payment of library fees/fines (hereinafter "Agreement"); and

WHEREAS, the Parties wish to establish additional standard terms and conditions to that Agreement as contained herein; and

WHEREAS, the Parties agree that the term and conditions hereinbelow shall be incorporated into the Agreement and in the event of any conflict between the terms and conditions of this Rider and the Agreement, the terms and conditions of this Rider shall prevail.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Agreement as follows:

SECTION 1. CONFLICTING PROVISIONS.

1.1 The Parties agree that in the event of any conflict between the terms and conditions of the Agreement and/or any exhibit or attachment to the Agreement and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail.

SECTION 2. PAYMENT AND INVOICING.

2.1 The Vendor shall submit a copy of all invoices to both the Library Director or designee and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the specifications and conditions of Agreement. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County cannot be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Library Director or designee, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of the Agreement. The Vendor shall be responsible for all expenses incurred while providing goods and/or services under the Agreement including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under the Agreement.

SECTION 3. E-VERIFY.

3.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of the Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

3.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract.

3.3 Compliance with the terms of the E-Verify program provision is made an express condition of the Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Agreement.

SECTION 4. GOVERNING LAW, VENUE, COMPLIANCE WITH LAWS, ATTORNEY'S FEES AND CHANGE OF LAWS.

4.1 The Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under the Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

4.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under the Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under the Agreement.

4.3 The Vendor shall comply with all federal, state, county and municipal laws, ordinances, policies and rules including Title II of the Americans with Disabilities Act.

4.4 In the event of any legal action to enforce the terms of the Agreement each party shall bear its own attorney's fees and costs.

4.5 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Agreement or the activities of either party under the Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate the Agreement by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 5. TAXES.

5.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of the Agreement. As such, the Vendor shall refrain from including taxes in any billing. Any questions regarding this tax exemption shall be addressed to the County Manager.

SECTION 6. FUNDING.

6.1 The County's performance and obligation under the Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 7. PUBLIC RECORDS.

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under the Agreement, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be

provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

7.2 A request to inspect or copy public records relating to the Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

7.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

7.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

7.5 If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

7.6 A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent.

7.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

7.8 In reference to any public records requested under the Agreement, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

7.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

7.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed

officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

SECTION 8. PUBLIC ENTITY CRIMES.

8.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Agreement.

SECTION 9. INSURANCE.

9.1 The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

9.2 INTENTIONALLY DELETED

SECTION 10. TAXES, LIENS, LICENSES AND PERMITS.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Agreement. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Agreement.

SECTION 11. INDEMNIFICATION.

11.1 Any indemnification by the County in the Agreement or any sub agreement, or exhibit thereunder is hereby limited to the limits as set forth in Section 768.28, Florida Statutes.

SECTION 12. HUMAN TRAFFICKING AFFIDAVIT.

12.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

SECTION 14. NOTICES.

13.1 All notices, demands, requests for approvals or other communications given by the Parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Library Director
25 North 4th Street
Fernandina Beach, FL 32034


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

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Rider to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY:

**BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA**

Signature: 
Name: Taco E. Pope, AICP
Title: County Manager
Date: 6/10/2025

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS

DENISE C. MAY, County Attorney

VENDOR:

COMRPSE TECHNOLOGIES, INC.

Signature: *Daniel Curtin*

Print Name: Daniel Curtin
Title: President
Date: 6/10/2025

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractors expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

| | |
|--|-------------|
| Each Occurrence Limit | \$500,000 |
| Personal & Advertising Injury Limit | \$500,000 |
| Products & Completed Operations Aggregate Limit | \$1,000,000 |
| General Aggregate Limit (other than Products & Completed Operations) Applies Per Project | \$1,000,000 |

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

| | |
|---------------------------|-------------------------|
| Bodily Injury By Accident | \$100,000 Each Accident |
| Bodily Injury By Disease | \$500,000 Policy Limit |
| Bodily Injury By Disease | \$100,000 Each Employee |

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractors expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

| | |
|---------------------------------------|-----------|
| Combined Single Limit – Each Accident | \$500,000 |
|---------------------------------------|-----------|

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendors/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, and Automobile Liability insurance coverage meeting the same limit and requirements as the Supplier/Vendors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendor coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractor liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor rights under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



Certificate Of Completion

Envelope Id: 3EC2B15D-581C-44EE-8578-C83F7658496F Status: Completed
Subject: Contract No.: CM3930 Vendor Name: Comprise Technologies, Inc \$2509.00 Description: SmartPAY
Source Envelope:
Document Pages: 24 Signatures: 14 Envelope Originator:
Certificate Pages: 6 Initials: 5 Anne Ford
AutoNav: Enabled aford@nassaucountyfl.com
Envelopeld Stamping: Enabled IP Address: 50.144.43.162
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking


Status: Original Holder: Anne Ford Location: DocuSign
6/5/2025 7:57:13 AM aford@nassaucountyfl.com

Signer Events

| Signature | Timestamp |
|--|--|
| Julie Cannavino | Sent: 6/5/2025 8:42:58 AM |
| jcannavino@nassaucountyfl.com | Viewed: 6/9/2025 8:18:30 AM |
| Nassau County | Signed: 6/9/2025 8:18:45 AM |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style |
| | Using IP Address: 50.144.43.162 |

Electronic Record and Signature Disclosure:

Not Offered via Docusign

| | | |
|--|---|------------------------------|
| Tracy Poore | | Sent: 6/9/2025 8:18:48 AM |
| tpoore@nassaucountyfl.com |  | Viewed: 6/9/2025 12:25:35 PM |
| OMB Admin | | Signed: 6/9/2025 12:26:26 PM |
| Nassau County BOCC | Signature Adoption: Pre-selected Style | |
| Security Level: Email, Account Authentication (None) | Using IP Address: 50.238.237.26 | |

Electronic Record and Signature Disclosure:

Not Offered via Docusign

| | | |
|--|---|-----------------------------|
| chris lacambra | | Sent: 6/9/2025 12:26:29 PM |
| clacambra@nassaucountyfl.com |  | Viewed: 6/9/2025 1:42:18 PM |
| OMB Director | | Signed: 6/9/2025 1:43:23 PM |
| Nassau County BOCC | Signature Adoption: Pre-selected Style | |
| Security Level: Email, Account Authentication (None) | Using IP Address: 50.238.237.26 | |







Electronic Record and Signature Disclosure:

Not Offered via Docusign

| | | |
|--|---|-----------------------------|
| Michelle Proctor | | Sent: 6/9/2025 1:43:25 PM |
| mproctor@nassaucountyfl.com |  | Viewed: 6/9/2025 1:44:43 PM |
| Risk Manager | | Signed: 6/9/2025 1:53:05 PM |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style | |
| | Using IP Address: 50.238.237.26 | |

Electronic Record and Signature Disclosure:

Not Offered via Docusign

| Signer Events | Signature | Timestamp |
|--|---|---|
| Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 | Sent: 6/9/2025 1:53:07 PM Viewed: 6/10/2025 10:30:18 AM Signed: 6/10/2025 10:30:37 AM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Daniel Curtin DANCURTIN@COMPRISETECHNOLOGIES.COM President Comprise Technologies, Inc., Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 70.89.26.38 | Sent: 6/10/2025 10:30:40 AM Viewed: 6/10/2025 10:56:31 AM Signed: 6/10/2025 10:57:15 AM |
| Electronic Record and Signature Disclosure: Accepted: 6/10/2025 10:56:31 AM ID: 8f823cb4-1dc3-4fb4-8d2e-40c6ffdaf9dc | | |
| Elizabeth Moore emoore@nassaucountyfl.com Assistant County Attorney Nassau County Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 | Sent: 6/10/2025 10:57:18 AM Viewed: 6/10/2025 4:29:32 PM Signed: 6/10/2025 4:31:01 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 | Sent: 6/10/2025 4:31:04 PM Viewed: 6/10/2025 4:36:09 PM Signed: 6/10/2025 4:36:22 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None) |  Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26 | Sent: 6/10/2025 4:36:25 PM Viewed: 6/10/2025 4:40:48 PM Signed: 6/10/2025 4:40:58 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Clerk Finance boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) |  Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254 | Sent: 6/10/2025 4:41:05 PM Viewed: 6/11/2025 9:58:09 AM Signed: 6/11/2025 9:58:36 AM |
| Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059 | | |

| In Person Signer Events | Signature | Timestamp |
|--|------------------|---|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Clerk Services BOCCCLerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 6/11/2025 9:58:39 AM Viewed: 6/11/2025 11:06:00 AM |
| Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 6/11/2025 9:58:40 AM |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 6/5/2025 8:42:58 AM |
| Certified Delivered | Security Checked | 6/11/2025 9:58:09 AM |
| Signing Complete | Security Checked | 6/11/2025 9:58:36 AM |
| Completed | Security Checked | 6/11/2025 9:58:40 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.

