

**SAM End User License and Maintenance Agreement**

Upon execution by both parties, the SAM End User License And Maintenance Agreement, (Agreement), by and between Comprise Technologies, Inc, (Comprise) located at 1041 Route 36, PO Box 425, Navesink, New Jersey 07752 and the City of Orange (Licensee) located at 300 E. Chapman Ave, Orange, California 92866, the following is in effect as of \_\_\_\_\_ (effective date).

Licensee previously purchased licenses and maintenance support for: SAM software, Internet Filtering and WF300 Support, Deluxe APMs, Smart Alec Mobile Printing, Smart Kiosks (3 units), Smart Terminals (3), and SmartPay Online. In addition, Licensee has obtained new products that include **Smart Kiosk (2 units) and Smart Terminals (2)** which is Comprise proprietary technology and information, in connection with the Licensee's business operations. Licensee will be discontinuing SmartPay Online. The purpose of this Agreement is encompass licensing of all current and new products to Licensee, and provide a consolidated maintenance and support agreement.

This additional product maintenance is as described below a long with current maintenance items being provided by Comprise.

License & Maintenance Renewal

<u><b>Current Product Maintenance (Renewal):</b></u>	<u><b>Amount</b></u>
SAM Software	\$3,950
Source Code Escrow Agreement	\$ 500
Internet Filtering Licenses and WF300 Support	\$2,940
Deluxe APMs (software only)* will be dropped after Kiosks Installed	\$1,454
Smart Alec Mobile Wireless Printing	\$ 897
Smart Kiosks & Smart Terminals	\$5,390
<u><b>New Product Maintenance</b></u>	
Smart Kiosks & Smart Terminals	\$2,390
<b>Grand Total of Annual Renewal</b>	<u><b>\$17,521</b></u>

Renewal for the new products will be prorated based on install date as it relates to the current Licensee Renewal Date which is effective every February 5 (2/5) and shall be due as specified.

License

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

Other

If this additional product can be used to process payments by credit card, debit card, and/or check, this Endorsement must be executed along with a "PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AGREEMENT" (Exhibit B).

Entire Endorsement

This Agreement and its exhibits documents the entire agreement between the parties and shall supersede and merge all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof.

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

City of Orange  
300 E. Chapman Ave.  
Orange, CA 92866

By: \_\_\_\_\_  
Print Name: Daniel Curtin  
Title: President

By: \_\_\_\_\_  
Print Name: Mark A. Murphy  
Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

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

#### INSTALLATION

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

- A. Installation will be by site appointment, which is subject to change with 3 days notice,
- B. Patron computers on which PRODUCT is to be installed will be turned off and removed from public service for the duration of the installation appointment,
- C. Comprise installer(s) shall be given reasonable unrestricted access to Licensee facilities,
- D. Comprise installer(s) shall be given a library-computer-network account login and password with sufficient rights to accomplish unaided installation of PRODUCT on any intended Licensee device, including servers,
- E. Conditions differing from those specified above, or different from those agreed to in advance by Comprise will result in additional charges, which Licensee agrees to reimburse at the cost actually incurred or pay at the labor rate of \$130 per hour.

#### TRAINING

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

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

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

Training of Library staff, including any and all required travel, lodging, meals, transportation, and/or related expenses, shall be included in the payment(s).

#### 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 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 will be provided through a VPN gateway and will be scheduled for a finite period of time through COMPRISE and the City of Orange IT staff and will be in accordance with the City's VPN policy. Said 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 following a maintenance/technical support request that is initiated by the Licensee and/or City of Orange IT staff. 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@comprisetechnologies.com](mailto: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 15<sup>th</sup> 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. 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.

Third party hardware/software, for example payment terminals, money handling equipment or Internet filters are warranted separately by their respective manufacturer. Typically warrantees 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.

**EXHIBIT B**

**PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AGREEMENT**

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 a written agreement pursuant to the Payment Card Industry Data Security Standard (PCI DSS) as follows:

1. Comprise represents that the product being purchased by Licensee currently complies with the PCI DSS;
2. Comprise acknowledges that it is obligated to maintain compliance with the PCI DSS;
3. Comprise acknowledges that it is responsible for the security of cardholder data that it possesses by means of its Agreement with Licensee, and that this acknowledgement satisfies Section 12.8 of the PCI DSS requiring the Parties to maintain a written agreement acknowledging that Comprise has responsibility for the security of cardholder data it possesses by means of its Agreement with Licensee; and
4. 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.

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 or error-free as information could be 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

City of Orange  
300 E. Chapman Ave.  
Orange, CA 92866

By: \_\_\_\_\_  
Print Name: Daniel Curtin  
Title: President

By: \_\_\_\_\_  
Print Name: Mark A. Murphy  
Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant City Attorney