ENVISIONWARE®

Enriching Public Library Service Inside and Out

EnvisionWare, Inc.

3820 Mansell Road, Suite 350, Alpharetta, GA 30022
Toll Free 800.216.8370 International+1 678.382.6500

Quotation
US-96635

9/8/2025

Bill To

Pahrump Community Library
701 East St
Pahrump NV 89048
United States

TOTAL
$19,433.33
Quote Expires: **12/30/2025**

Federal EIN	Currency	Terms	Sales Rep
58-2424595	US Dollar	Net 30 Days	Zahn, Rowena

Quotation Title	Memo
Library Document Station, E-Commerce, and CBA, and remote installation	This quote includes Professional Services for remote installation.

Qty	Item / Description	Ship To	Unit Price	Amount
1	**LPT-ENT Building Bundle [1st]** _LPT:ONE ENTERPRISE - FIRST BUILDING BUNDLE - Provides an unlimited number of licenses for the following components installed in a single library building:_ _** Job Queue Engine (JQE), Print Release Terminals (PRT), LPT:One Administrator and LPT:One Quick Reporter_	701 E. St.	$795.00	$795.00
1	**WM-LPT-ENT Building Bundle [1st]** _1 YR MAINTENANCE: LPT:One First Building License - Enterprise Edition_	701 E. St.	$159.00	$159.00
	Z-Discount: 1st Year Maintenance _Discount for first year of maintenance included with purchase._		($159.00)	($159.00)
25	**LPT-ENT Clients (025)** _LPT:ONE CLIENT LICENSE - TIER 25 - 49_ _Print management software installed on each public computer_	701 E. St.	$49.30	$1,232.50
25	**WM-LPT-ENT Client License** _1 YR MAINTENANCE: LPT:One Clients - Enterprise Edition_	701 E. St.	$9.86	$246.50
	Z-Discount: 1st Year Maintenance _Discount for first year of maintenance included with purchase._		($246.50)	($246.50)

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Qty	Item / Description	Ship To	Unit Price	Amount
1	**LPT-MPS-1YR-U** *SUBSCRIPTION (1-Year Prepaid) MobilePrint Service(tm) - Print from virtually any patron device via Email or Custom Web Portal. Pick up at LPT:One Print Release Terminals. No additional hardware required.* *- Licensed by the number of Buildings or Job Queue Engines, whichever is greater.* **! REQUIRED !** *- Professional Services Installation* *- LPT:One EnvisionWare Print Management v4.9+*	701 E. St.	$575.00	$575.00
1	**ECS-SelfServ Bldg [1st]** *ENVISIONWARE ECOMMERCE SERVICES SELF SERVICE WEB AND TERMINAL SYSTEM [1st Building] Software for Web, Kiosk Transactions and Terminal-based payment. Payment methods include cash, vending, accounts and credit cards. Web can be used by patrons for fine payment and account revalue.* *Terminals can be integrated with OneStop Self Checkout stations, Self Service Kiosks (Launch Command), Library Document Station, Print Release Terminals, Polaris Staff Clients and Polaris ExpressCheck.* *+ Required: Windows server and SSL certificate.* *+ Required for Millennium and Sierra: EW PTS and III Fines Payment Web Service (118FP-WS)* *+Card Terminal subscriptions are quoted separately*	701 E. St.	$2,100.00	$2,100.00
1	**WM-ECS-SelfServ Bldg [1st]** *1 YR MAINTENANCE: EnvisionWare eCommerce Services - First Building*	701 E. St.	$420.00	$420.00
	Z-Discount: 1st Year Maintenance *Discount for first year of maintenance included with purchase.*		($420.00)	($420.00)
	SUBTOTAL EnvisionWare Software *SUBTOTAL for EnvisionWare Software*			$4,702.50

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Qty	Item / Description	Ship To	Unit Price	Amount
1	**LDS Bundle: DualScan STD PC7420** *LIBRARY DOCUMENT STATION (LDS) DUAL PACKAGE: 23.8-inch Touchscreen Display; OptiPlex 7420; 11X17 Bookedge Scanner; 9.5"X118" Double-sided sheetfeed scanner* *Scan to email, smartphones, tablets, USB, Google Drive, network, searchable PDF and Word files, TIFF, JPEG and PNG files. Print via LPT:One print management and and locally configured printers. Use as a self-service kiosk to launch Scanning services, Reservation Services and Print Release.* *** Scan to Fax is incorporated and includes the first 3,000 pages per system per year for FREE. Charges are incurred over 3,000 pages. *** *System includes:* *- All-In-One 23.8" Touchscreen Computer- OptiPlex 7420* *- Advanced scanning application and cloud service* *- 11" x 17" (279.4 x 431.8mm) LED Book Edge Scanner* *- 9.5 x 118 Double-sided sheetfeed Scanner* *- USB Dock* *- Next Day Advance Replacement* **! REQUIREMENTS !** *- RJ-45 LAN connection to Internet* *# OPTIONS #* *- Overhead Scanner* *- EnvisionWare Coin and Bill Acceptor* *- OCLC Article Exchange/ILLiad Software* *- Authentication module* *- Cloud Storage options* *- EnvisionWare eCommerce Services* *- EnvisionWare LPT:One for copies when integrating with LPT:OneLDS Faxing Options: Unlimited Faxing (Default)*	701 E. St.	$7,200.00	$7,200.00
1	**WM-LDS Bundle: DualScan STD PC7420** *1 YR MAINTENANCE: Library Document Station (LDS) Dual Package, OptiPlex 7420, 11X17 flatbed scanner / 23.8" Display / 9.5x118 Double-sided sheetfeed*	701 E. St.	$864.00	$864.00
	Z-Discount: 1st Year Maintenance *Discount for first year of maintenance included with purchase.*		($864.00)	($864.00)
1	**CBA-VX/N *USD-5T BL** *ENVISIONWARE COIN/BILL ACCEPTOR - US Dollar Network-connected system with X-connect for Copy Payment Manager 5-tube system supports .05/.10./.25/$1 coins and 1/5/10/20 dollar bills. Standard color: Black (putty optional) *** SPECIFY COPIER *** Manufacturer: Model: Color: Black*	701 E. St.	$3,300.00	$3,300.00

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Qty	Item / Description	Ship To	Unit Price	Amount
1	**WM-CBA-VX/N *USD-5T BL** *1 YR MAINTENANCE: ENVISIONWARE COIN/BILL ACCEPTOR - US Dollar Network-connected system with X-connect for Copy Payment Manager 5-tube system supports .05/.10./.25/.50/$1 coins and 1/5/10/20 dollar bills. Standard color: Black (putty optional) *** SPECIFY COPIER *** Manufacturer: Model: Color: Black*	701 E. St.	$396.00	$396.00
	Z-Discount: 1st Year Maintenance *Discount for first year of maintenance included with purchase.*		($396.00)	($396.00)
1	**ECS-SelfServ M400-Y** *SUBSCRIPTION (Annual): Verifone Terminal, PAYware GATEWAY Transactions, Interface, for unlimited transactions / month for 12 months on POINT platform* *** Subscription term: 3 year commitment.* ***Full balance of term payable for early termination.* *** Lead Time: 16 weeks*	701 E. St.	$500.00	$500.00
1	**ECS-M400-POINT HWTI** *PAYMENT TERMINAL HARDWARE TRACKING ITEM - Point (No Charge) M400 Credit Card Terminal for both Self Service and Staff use.* *-Must include DN for the solution* *--DN-00010410 - TSYS* *--DN-00010409 - NON- TSYS* *** Lead Time: 16 weeks *** *Quantity represents total number of terminals being ordered.* *{Note: Item is not for purchase. Terminals available only under subscription defined in the subscription items.}* ECS PWC Terminal Processors: Processor Not Listed	701 E. St.	$0.00	$0.00
1	**ECS-Stand M400 CBA II/V** *TERMINAL STAND -CBA mounts directly to CBA II or V Series for direct attachment of a VeriFone M400 Terminal above the control surface of the CBA*	701 E. St.	$135.00	$135.00
	SUBTOTAL Hardware *SUBTOTAL for Hardware*			$11,135.00
	Discount: *EnvisionWare Hardware *DISCOUNT for EnvisionWare Hardware*		-4.5%	($501.08)
	SUBTOTAL Hardware *SUBTOTAL for Hardware*			$10,633.92

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Qty	Item / Description	Ship To	Unit Price	Amount
1	**PS-FR-U Flat Rate Project** *ENVISIONWARE FLAT RATE PROFESSIONAL SERVICES* *EnvisionWare Flat Rate Professional Services offer a comprehensive package including consultation, planning, installation, training, and post-installation review at a fixed price. A dedicated consultant will manage the project from start to finish, with detailed progress reports. The package includes a clear Scope of Work, a structured payment schedule based on project milestones, and a change management process to handle unforeseen changes or requirements effectively.* *** This quote is based on a flat rate of $3,600, inclusive of up to 16 hours of Professional Services. Any services requested beyond 16 hours will require a Change Order. *** *++ Travel Costs: The fixed project price excludes travel costs for onsite services, which will be billed separately. ++*		$3,600.00	$3,600.00

Subtotal		$18,936.42
Discount		
Freight		$496.91
Tax		$0.00
PST-CA		

Freight charges are estimated; actual charges will be billed.

This quotation excludes any tariffs and/or import duties unless otherwise specified.

Send your purchase order or email confirmation to:
EMAIL : orders@envisionware.com | **FAX** : +1 678.382.6501

Use of EnvisionWare, Inc. Products is subject to the terms and conditions in the end user license agreement found at: http://system.envisionware.com/terms. By signing this quote or issuing a purchase order, you indicate your approval of EnvisionWare's terms and conditions.

Signature: _____ Date: _____

Total	**$19,433.33**

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TERMS AND CONDITIONS

1. "**Software**" means the object code versions of any software programs stated in a Specification and any updates to the software programs that we may provide to you pursuant to this Agreement.

   "**Hardware**" means the equipment stated in a Specification.

   We will deliver, install, and test the Software and Hardware product(s) (the "**Product(s)**") as specified in the specification (the "**Specification**") contained in the quotation or RFP response (each and together referred to as "**Quotation**") attached hereto as <u>Exhibit A</u>, when it is finally agreed to and approved in writing by you and us. We will also provide support and training services as specified in the Specification. This Agreement shall govern all future Quotations that you and we agree to in writing from time-to-time hereafter and which reference this Agreement (such future Quotations being incorporated herein).

2. Subject to the terms of this Agreement we hereby grant to you a non-exclusive license, without the right to sublicense, to the Software specified in the Specification to (i) install, use and display the Software on the designated systems; and (ii) use the documentation solely in connection with the authorized use of the Software. All Software is licensed and not sold. We retain all rights not specifically granted in this Agreement. The terms of use of the Software are contained in the End User License Agreement and Warranty ("**EULA**"), attached hereto as <u>Exhibit B</u>.

3. You shall respect our intellectual property, not use our trademarks or logos without our permission, and limit access to documentation that we provide you to your library staff. We own or have a license to use the Software. Under no circumstances will you transfer our documentation (including manuals), the Software, or the license granted hereunder to another entity without our prior written approval. Any transfer in violation of this provision shall be of no power or effect. You agree to not provide any of our Products, Software, documentation, confidential information or licenses to a competitor of ours. You may not publish technical information about our Products in a forum that is publicly accessible. Your use of the Product on a protected Intranet is acceptable provided that only your staff has restricted access to the system.

4. We reserve the right to list you as our customer on our customer list. You have final review and approval over any proposed press release or announcement about the installation of our products at your Library.

5. A copy of our insurance certificate is attached as <u>Exhibit C</u>.

6. <u>Price Quotations</u>

   A. The estimated price for crating, freight and delivery to destinations is listed separately on the Quotation. Freight charges may vary based on actual shipping addresses per item. Prices quoted are fixed for twelve (12) months from the Effective Date of this Agreement.

   B. When we introduce new Products, the discounted prices will be added to the "PICS Estimate" (as published in EnvisionWare's Customer Center for your library).

   C. Any increase or decrease in costs to EnvisionWare due to changes in taxes, duties and/or tariffs after the issuance of any Quotation, purchase order or other agreement between EnvisionWare and you in relation to any Product shall increase or decrease the price of the Product accordingly. EnvisionWare thus reserves the right to adjust its price previously quoted to you for any Products until the time of shipping. You agree to waive any right of reliance on a previously-issued Quotation, purchase order

or other agreement.

7. You agree that other public institutions may acquire products directly from EnvisionWare using the prices as published in the PICS and updated PICS described in Section 6 above.

8. Our payment terms are as follows:

    A. *All purchases* except maintenance and subscription or recurring monthly, quarterly or annual services: Payment terms are set forth in each Quotation.

        i)   Custom or built-to-order Products include, but are not limited to, sorters, 24-Hour Library, kiosks and other products which may be noted in the item description in the Quotation as being custom-built or made to order.

        ii) Any Quotation that includes custom or built-to-order Products require an advance deposit, which must be received by EnvisionWare before orders can be placed with our factories. The items include but are not limited to, self service kiosks and countertop systems, 24-Hour Libraries, Holds Lockers and related remote library automated systems, and automated materials handling systems. The deposit is non-refundable.

        iii) Acceptance Criteria are developed in advance of delivery. Acceptance tests are conducted upon installation of each component for which Acceptance Criteria have been defined.

        iv) When all tests pass for items on a SOW (Statement of Work), the Customer must confirm an Order Acceptance.

    B. *Maintenance*: Full payment prior to expiration of your first-year warranty or prior to the expiration of the current maintenance period. Once paid there are not maintenance refunds.

    C. *Subscription and rental services*: Full payment prior to expiration of your current, fully paid month, quarter or year as defined in your subscription or rental agreement.

9. We are not responsible for delays caused by non-working library equipment, viruses or worms on your systems, or any other delays caused by you, your staff or your consultants. If you cause delays that result in added expense to us, we will issue a change order to recover for those losses and you will pay for such losses. We will notify you promptly and in writing if there is a delay that will add expense. We will be responsible for delays caused by us.

10. You will provide adequate space, network connections, and power as outlined in the Specification. For building modifications, we agree to provide technical documentation that clearly defines the requirements for the modifications. If an error in our documentation results in construction error, we will be responsible for such error, but we retain the right to obtain competitive bids to mitigate the costs of remedy. You are responsible for ensuring the modifications are completed prior to our scheduled installation time. If modifications are not completed or are incorrect, you will be responsible for correcting the errors and for payment of the costs associated with the lost time and travel of our staff.

11. We will install the Product on your computers (per the Specification) or those provided by us, provided you make a library technical staff person available to provide administrative access and aid us in resolution of any issues relating to network connection, permissions, or other things over which we have no control.

12. Notwithstanding the warranty period start date stated in the EULA, the applicable Product

period will commence upon your acceptance of the items specified in the applicable Quotation and according to the criteria listed in any SOW. We will maintain the Product during the applicable warranty period. You will be responsible for basic troubleshooting and providing assistance to our support staff that will assist via email, telephone, remote access, chat or other tools that provide access and communication with you and your system. If an on-site visit is required because of a hardware failure that is not easily remedied by a simple swap of a module, we will come on site at no additional expense to you. The performance terms of the Software Product Warranty (as defined and set forth in the EULA) are superseded if the Platinum or PlatinumPLUS Maintenance Program (as defined and described herein) apply to you. Support is provided for the particular Products or Services according to the applicable Maintenance Program as set forth in the Quotation.

13. You agree to provide remote access via the Central Management system we install as part of this Product. If you do not agree, we will increase your annual maintenance agreement cost by 10%.

14. During the warranty period, we will respond to your questions and aid you in the support of your Product as stated in the applicable Maintenance Program. If you need additional installation services for expansion of your system or reinstallation of systems because of your hardware failures or related issues, our Professional Services implementation consultants will be available to help you for a fixed rate via telephone or on-site as defined in the price schedule set out in the Quotation.

15. We support only the then-current release of the given Software and the most recent previous release. We will provide notice of available Software updates, which you may download and install on your systems for as long as you are covered under the Software and Product warranty or a Maintenance Program. In order to know about these updates, you must subscribe to our customer forum or Twitter feed.

16. When you update the Software, we will answer your questions for these processes and help you to understand how to perform your upgrades. If you wish to have us perform your upgrades, we will provide options for acquiring those services from our Professional Services group.

17. Upon completion of implementation to your satisfaction, we will ask that you serve as a reference for us to other libraries that are considering similar purchases.

18. You shall pay us according to the payment terms in the Quotation. If you do not provide timely payment, we may discontinue providing Services and support to you. In the event that you are ever dissatisfied, we ask that you contact us and provide an opportunity to remedy any problems. You may escalate your service request at any time by sending an email to customersatisfaction@envisionware.com.

19. You may purchase additional Maintenance Programs for future years and lock in a rate for price increases if you pay for such additional maintenance in advance with your original order. If you do not pay in advance for maintenance, near the end of the warranty period or each successive maintenance renewal period, you will receive an invoice for the annual maintenance agreement. We will provide a separate value for Software and Hardware for Time and Materials and the Gold Support Level Maintenance Programs so that you can decide to cover your entire system or only Software. If you elect Hardware coverage, all items must be covered. Platinum and PlatinumPLUS customers agree to maintenance for all Products in use. For all Maintenance Programs, if you retire an item and take it out of service you may contact maintenance services to have the item removed from your maintenance record. You will not have Hardware protection without an agreement, which also means that you will not have access to firmware updates. If you choose not to purchase Hardware coverage, the alternative is a Time and Materials charge plus expenses. When you are covered by Hardware maintenance, you have the assurance of expanded support, which cannot be provided under the same service level under the Time and Materials Maintenance Program. If you fail to pay your maintenance invoice on time, you will

receive a 30-day grace period after which your support services and access to downloads may be suspended until payment is received.

20. Maintenance agreements are available under one of four "**Maintenance Programs**" described below. The program you have elected is stated in the applicable Quotation.

   A. "**Standard Support Hours**" are 8:30 a.m. to 7:00 p.m. Eastern Time, Monday through Friday, excluding U.S. Federal Holidays.

   Our goal for customers under a maintenance agreement is to answer 90% of all incoming support calls with a live technician. Platinum and PlatinumPLUS customers have 24x7x365 access to Support.

   B. Maintenance Programs

      i) **Time and Materials**: If you are not covered by a maintenance agreement, when service of any kind is required you may contact support during Standard Support Hours. There is no after-hours support available in the Time and Materials Maintenance Program.

      Support services include:

      - 90% of incoming calls answered with a live technician
      - Response time to incoming calls is 4 hours during Standard Support Hours
      - Dispatch of onsite service within 2 business days of determining a site visit is required
      - Guaranteed onsite response arrival of 3 business days after determining a site visit is required
      - Maximum time to attempt a remedy of a major outage is 5 business days
      - North America toll-free calling: 888-409-0888
      - Access the user-to-user forum, *provided that signup occurs via the Customer Center prior to expiration of the warranty period and prior to transitioning to Time and Materials status.*

      Support process:

      - The support technician will forward terms for time and materials for your acceptance per support case.
      - Upon authorized email acceptance of the terms, the technician will provide the requested services at our then-current hourly rate.
      - There is a minimum charge of one hour per incident. All hardware, labor and travel expenses will be invoiced.
      - Upon determination that a site visit is required, the support technician will provide you with a quote for time, estimated materials and expenses, using EnvisionWare's flat expense rates.
      - Upon quote acceptance, our goal is to dispatch a technician the same day for a determination made by noon Eastern time or the next business day for approvals received after noon Eastern Time.
        - The maximum interval for onsite arrival is 3 business days after determining that an onsite visit is required and approval is received.

- You will be invoiced for the total number of hours for remote and onsite work plus the total number of onsite travel expenses.

Support services do not include:

- Access to LiveChat, the Knowledge Base, software downloads or documentation after the expiration of a warranty.
  Note: Customers must download the electronic documentation for their installed versions of Products before transitioning to Time and Materials.
- Software patches and new versions of Software.
  - If a Software or firmware update is required, you may have the option to catch up on lapsed maintenance (see Section 21) or you may pay for a new license, if available, based upon whichever is lower in cost.
  - There is no separately available software license for embedded systems such as sorters (AMH) and 24-Hour Libraries and turnkey hardware/software systems of which the Software is part of the item bundle.
  - Hardware Revisions, which are included in maintenance for sorters (AMH) and 24-Hour Libraries, may not be available for purchase under Time and Materials.
- The EnvisionWare (10) year life guarantee program.
  - After (5) years, "ten (10) year systems" will become part of an End of Life program in which maintenance automatically escalates in year 5 and continues to rise each year thereafter according to the limits set forth in Section 3.
  - An End of Life notice may identify certain parts or modules which may no longer be available.
  - If the at-risk items fail, we will attempt to extend the life of your system by providing a quotation for a replacement module or alternative sub-system.
  - If options to extend the life are not available, we will provide a reduced price upgrade quotation to replace your system if an upgrade is available.

ii) **Gold Level Support**: Services are available via EnvisionWare's Customer Center portal and via toll-free telephone in North America during Standard Support Hours. There is no after-hours support available in the Gold Level Maintenance Program.

Support services include:

- Standard Support Hours
- 90% of incoming calls answered with a live technician
- Response time to incoming calls is 4 hours during Standard Support Hours
- Dispatch of onsite service within 1 business day of determining a site visit is required
- Guaranteed onsite response arrival of 2 business days after determining a site visit is required
- Maximum time to attempt a remedy of a major outage is 3 business days
- North America toll-free calling: 888-409-0888
- LiveChat via the Customer Center during Standard Support Hours
- Responses to online support cases

24-Hour Services

- User-to-user forum (24 hour)
- Downloadable Software defect fixes
- Downloadable new Software releases
- Downloadable electronic documentation
- Searchable Knowledge Base
- Create and view support cases
- Online Defect/Enhancement view
- Online Project Status Tracking
- Library marketing kits

Support Services do not include:

- Preventative maintenance service

iii) **<u>Platinum Level Support</u>**: Services available via the EnvisionWare Customer Center portal during Standard Support Hours and via toll-free telephone in North America 24x7 365 days per year. Routine services should be scheduled during normal support hours. After hours support is for emergency calls only and must be made via the toll-free telephone number using your Platinum support access PIN.

Our objective is to have calls answered within 2 hours during all times and onsite response generally dispatched within 4 hours of determining that a site visit is required. The maximum interval for onsite arrival is 24 hours after determination that a site visit is required.

The Platinum Level Support program requires continued coverage of all items purchased from EnvisionWare that remain in use by you except for consumables.

Support services include:

- Telephone support hours 24 x 7 x 365
- 90% of incoming calls answered with a live technician
- Response time to incoming calls is 2 hours
- Dispatch of onsite service within 4 hours of determining a site visit is required
- Guaranteed onsite response arrival of 24 hours after determining a site visit is required
- Maximum time to attempt a remedy of a major outage is 48 hours
- North America toll-free calling: 888-409-0888
- LiveChat via the customer center during Standard Support Hours
- User-to-user forum (24 hour)
- Downloadable Software defect fixes
- Downloadable new Software releases
- Downloadable electronic documentation
- Searchable Knowledge Base
- Online Customer Center Support Case Management (24 hour – response during Standard Support Hours)

- Online Defect/Enhancement view
- Online Project Status Tracking
- Library Marketing Kits
- Preventative Maintenance:
    - If a sorter (AMH) or a 24-Hour Library™ unit is purchased, a Preventative Maintenance site visit is performed within 60 days of each annual renewal.
    - Continual, consecutive Platinum Level Support renewals assure a long life for Products covered by Preventative Maintenance.
    - The lifetime coverage limit is specified on a per-item basis and in no case exceeds a guaranteed lifetime of ten (10) years.
    - Sorters (AMH) and 24-Hour Libraries are guaranteed for a lifetime of ten (10) years provided there is continued Platinum maintenance coverage from the effective date.
    - Any lapse in coverage for a period of more than 30 days will void the ten (10) year guarantee.

iv) **PlatinumPLUS Level Support**: Services available from a Resident Technician via the EnvisionWare customer center portal and via a dedicated telephone number 24x7, 365 days per year.

"**Resident Technician**" means a local field technician employed by us that dedicates 50% of his or her time to service your library. The Resident Technician's priority is focused on your uptime.

Our objective is to have telephone calls answered by the Resident Technician within 1 hour during all times, to have onsite response dispatched within 2 hours of determining that a site visit is required, and to have the maximum interval for onsite arrival to be 6 hours or less after determining that a site visit is required.

PlatinumPLUS Level Support requires continued coverage of all Software and Products purchased from EnvisionWare that remain in use by you except for consumables.

Support services include:

- Support Hours: 24 x 7 x 365
- 95% of incoming calls answered with a live technician
- Response time to incoming calls is 1 hour
- Dispatch of onsite service within 2 hours of determining a site visit is required
- Guaranteed onsite response arrival of 6 hours after determining a site visit is required
- Maximum time to attempt a remedy of a major outage is 36 hours
- North America Toll Free calling: 888-409-0888
- LiveChat via the Customer Center during Standard Support Hours
- User-to-User Forum (24 hour)
- Downloadable software defect fixes
- Downloadable new software releases
- Downloadable electronic documentation
- Searchable Knowledge Base

- Online Customer Center Support Case Management (24 hour – response during Standard Support Hours)
- Online Defect/Enhancement view
- Online Project Status Tracking
- Library Marketing Kits
- Preventative maintenance:
  - This service is continual and performed incrementally each month by the Resident Technician and/or other EnvisionWare technicians and engineers as required.
  - The Preventative Maintenance service includes proactive replacement of parts, routine cleaning, system updates and performance testing and certification.
  - Continual, consecutive PlatinumPLUS renewals assures a long life for Products covered by Preventative Maintenance.
  - The lifetime coverage limit is specified on a per-item basis and in no case exceeds a guaranteed lifetime of ten (10) years.
  - Sorters (AMH) and 24-Hour Libraries are guaranteed for a lifetime of ten (10) years provided there is continued PlatinumPLUS maintenance coverage from the effective date.
  - Any lapse in coverage for a period of more than 30 days will void the ten (10) year guarantee.
- The Resident Technician can provide or coordinate ongoing training and orientation for new staff.
- Spare parts are stocked locally. You must provide network access, locked storage and facility and computer access to facilitate the proactive delivery of services.
- Direct escalation path to the Director of Support.
- In addition to Support, Preventative Maintenance, and proactive upgrades, the Resident Technician will be available for consultation and planning to aid in rollout and system-wide upgrade programs that include any EnvisionWare applications. The Resident Technician can provide insight into pending releases and can serve as your advocate for product enhancements.
- The Resident Technician will collaborate with your staff to develop a routine schedule for reporting and status meetings.
- When a Resident Technician is scheduled away from the local area, such as during vacation time, a backup technician will be assigned to provide the PlatinumPLUS services. The backup technician will provide the same response times as the Resident Technician.

C. Should we fail to achieve the applicable performance objective for the Platinum or PlatinumPLUS Level Maintenance Programs measured as an average of all failures over a calendar quarter not meeting the applicable objective of all incidents and if you have notified your dedicated EnvisionWare technician or our Director of Support via email (with appropriate details of the case number and the failure) no later than thirty (30) calendar days from the end of the calendar quarter in which failure occurred, we will credit the next invoice to you in the amount of one month of maintenance as prorated for that item being serviced. The measurements will reset each calendar quarter.

D. A failure to achieve a service objective shall not be a breach of the maintenance agreement or give rise to a credit if and to the extent that failure to achieve a service objective was primarily caused by any one or more of the following:

i) prioritization of tasks or reduction of resources requested by you in writing;

ii) occurrence of a Force Majeure Event (as defined herein);

iii) any breach, failure to perform an agreed upon responsibility, user error or other act or omission of you or your customers, third-party contractors or agents that prevents us from achieving the applicable service level; or

iv) problems originating from your facility, network, hardware, software, hosting or storage provider, server or other provider, that are outside the scope of our services.

E. Force Majeure Events. Except for payment obligations by you, neither party shall be held responsible for any delay or failure in performance of any obligation under this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, act of terrorism, strike, embargo, government requirement, pandemic, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (each, a "**Force Majeure Event**"). If any Force Majeure Event occurs, the party delayed or unable to perform ("**Delayed Party**") shall give prompt notice to the other party ("**Affected Party**"), and the Delayed Party, upon giving notice to the Affected Party, shall be excused from performance under this Agreement for the duration of the Force Majeure Event, provided, however, that the Delayed Party shall take reasonable steps and cooperate with the Affected Party to mitigate the cause of non-performance and shall resume performance hereunder with dispatch when the cause is removed; and provided further that if, within sixty (60) days, the Force Majeure Event persists and continues to cause of non-performance, the Affected Party may terminate this Agreement.

21. Re-establishing Maintenance After a Lapse:

A. If your budget or another reason prevents you from acquiring a Maintenance Program, or local ordinance prevents an annual agreement in advance of a fiscal period, your system will not be disabled by expiration of the maintenance agreement, but, as of the date of expiration, you will not have further access to updates, upgrades or technical support.

B. If you later choose to resume maintenance, you will be charged as follows:

i) the full amount of the next twelve (12) months of maintenance; and

ii) any time and costs for updating Hardware or Software or for on-site visits; and

iii) a catch-up fee as follows:

(1) for Software maintenance: 50% of the amount of maintenance that would have been paid if maintenance had been maintained (calculated on an annual basis), and

(2) for Hardware maintenance: 100% of the amount of maintenance that would have been paid if maintenance had been maintained (calculated on an annual basis), subject to the availability of support for the Hardware you have at the time of re-establishing maintenance.

C. The amounts above cover the continuing development and evolution of the system during your lapsed period. The fact that you did not avail yourself of telephone or other support services during the

period the Product was covered by maintenance is no cause for adjustment. If you have replaced Hardware that is no longer supported by us, in order to be eligible for re-establishment of maintenance on the Hardware you will need to purchase new Hardware from us. As part of re-establishing maintenance, we will provide you with the updates to the Software

    D. Re-establishment of lapsed maintenance is permitted only once.

22. <u>Limitation of Liability</u>. SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE LIMITATION OR EXCLUSION BELOW MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ENVISIONWARE OR ITS LICENSORS BE LIABLE TO YOU FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS (OTHER THAN THOSE CONTAINED IN THE SOFTWARE), INTERRUPTION OF BUSINESS OR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR HARDWARE, EVEN IF ENVISIONWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO CASE SHALL ENVISIONWARE'S OR ITS LICENSORS' TOTAL LIABILITY

(A) FOR ANY SOFTWARE AND HARDWARE PRODUCTS COVERED UNDER THIS AGREEMENT, EXCEED ONE (1) TIMES THE PURCHASE PRICE FOR THE SOFTWARE AND HARDWARE OR

(B) FOR ANY PROFESSIONAL SERVICES, EXCEED THE FEES PAID BY YOU FOR THE PROFESSIONAL SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT WHICH DIRECTLY CAUSED THE DAMAGES ALLEGED.

The disclaimers and limitations set forth above in this Section 22 will apply regardless of whether you accept the Software or Hardware or Professional Services. The parties agree that the limitations specified in this Section 22 will survive any expiration or termination of this agreement and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

23. All notices required to be given pursuant to this Agreement shall be given in writing and delivered by fax, hand, certified first-class mail, email or overnight courier, addressed to the receiving party at the address stated on the first page of this Agreement. Each party will provide written notice to the other party in the event of a change in the contact information in accordance with this Section. Notice shall be deemed given (i) on the date when sent by fax to the fax number specified below, (ii) on the date when delivered by hand to the address specified below, (iii) three (3) days after mailing by certified first-class mail, (iv) one (1) day after delivering to a recognized overnight delivery carrier, or (v) on the date when sent by electronic mail, provided that confirmation is sent by one of the other foregoing methods.

24. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and cancels, terminates, and supersedes all prior written and oral understandings, sales and promotional materials, agreements, proposals, promises and representations of the parties or any other person with respect to any subject matter contained herein. No representation or promise hereafter made with respect to the subject matter of this Agreement, nor any modification or amendment of this Agreement, shall be binding unless in writing and signed by the parties. The provisions of these

standard terms and conditions shall control in the event of any conflict with any provisions in the EULA.

25. <u>Professional Services</u>. Upon agreement between the parties, we shall provide you with professional consulting or training services according to the applicable statement of work ("**SOW**", and such services "**Professional Services**"), a sample of which is attached hereto as <u>Exhibit D</u>. The parties acknowledge that the scope of the Professional Services provided hereunder may consist solely of any or all of the following:

    A. assistance with Software or Hardware installation, deployment, and usage;

    B. training in use of the Software or Hardware; and

    C. delivery of additional related Software or code proprietary to us.

    You shall have a limited license right to use any deliverables including any documentation, Software, training materials or other work product delivered as part of the Professional Services ("**Deliverables**") solely in connection with your permitted use of the Software, subject to all the same terms and conditions herein as apply to your Software license, and subject to any additional terms and conditions provided with the Deliverables. You may order Professional Services under a SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before we will commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the Quotation. You shall reimburse us for reasonable travel and lodging expenses as incurred.

26. <u>Project Acceptance:</u> Upon the delivery of all quoted services, ENVISIONWARE will present a form for Project Acceptance, which CUSTOMER must acknowledge by electronic acceptance. In the event that CUSTOMER does not complete the acceptance but CUSTOMER has beneficial use of the software and/or hardware, the Project will be deemed as having been accepted.

27. <u>Termination:</u> Either you or we can terminate this Agreement in the event of a material breach thereof by providing a written notice identifying the breach to the party alleged to have committed the breach, provided that, other than payments due hereunder, such breach is not cured within thirty (30) days of the receipt of written notice by the party being accused of such breach. If you terminate this Agreement without cause, there will be no refund of any amounts paid and amounts payable will continue to be due.

28. This Agreement is governed by the laws of the State of Nevada.
29. <u>Term:</u> This Agreement shall be in effect for one (1) year and will renew annually unless canceled by either party with sixty (60) days' written notice.

Attachments:
Exhibit A: Quotation
Exhibit B: EULA
Exhibit C: Insurance Certificate
Exhibit D: Sample Professional Services Statement of Work
Exhibit E: Payment Card Industry Data Security Standard for U.S. Customers

[Remainder of this page intentionally left blank]

Exhibit A – **Quotation(s)**

[To be attached]

ITEMS NOTED IN THE QUOTATION:

- A reference to this main Agreement stating the agreement number

- Maintenance agreement program level: Gold, Platinum or PlatinumPLUS

- Rate schedule for Professional Services Implementation Consultants

- Rate schedule for flat fee travel and related expenses

Exhibit B – End User License Agreement and Limited Warranty (EULA)

ENVISIONWARE, INC.

END USER LICENSE AGREEMENT AND LIMITED WARRANTY ("EULA")

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE USING THE SOFTWARE. ENVISIONWARE, INC. ("ENVISIONWARE") IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL, THE ORGANIZATION, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERRED TO AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS EULA.

UPON AND AS OF THE DATE ENVISIONWARE SENDS AN EMAIL TO YOU (THE "EFFECTIVE DATE") ISSUING CREDENTIALS TO LOG INTO ENVISIONWARE'S WEBSITE FROM WHERE THE SOFTWARE MAY BE DOWNLOADED, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT ATTEMPT TO DOWNLOAD OR INSTALL THE SOFTWARE, OR, IF INSTALLED, MAKE NO FURTHER USE OF THE SOFTWARE, AND NOTIFY IN WRITING ENVISIONWARE OR THE RESELLER FROM WHOM IT WAS ACQUIRED WITHIN THIRTY (30) DAYS OF PURCHASE, AND THE PURCHASE PRICE WILL BE REFUNDED.

1. **License:** The software and documentation (collectively the "Software") are owned by and are the property of EnvisionWare or its licensors and are protected by copyright and other intellectual property laws. Some licensors may be express or intended beneficiaries of this EULA. Subject to all of the terms and conditions of this Agreement, EnvisionWare grants you a limited, non-exclusive, worldwide, non-transferable, non-sublicensable license to use the Software for which you have been issued a Product Key by EnvisionWare or an authorized distributor or reseller, but only in accordance with
   (i) the documentation, (ii) the restrictions contained herein and any restrictions on the applicable invoice, and (iii) the number of authorized users. Portions of some Software modules are licensed from Artifex Software, Inc. Portions of some modules may contain MySQL connector (under the GNU GPL v2 license at http://www.gnu.org/licenses/gpl- 2.0.html). Portions of some modules may contain the MS access driver, licensed from Microsoft Corporation. Portions of some modules may be licensed under the Microsoft Reciprocal License (MS-RL) http://opensource.org/licenses/ms-rl. Portions of some Software modules are licensed under the Apache License, Version 2.0; you may not use these files except in compliance with the Apache License. The Apache License is available at http://www.apache.org/licenses/LICENSE-2.0. Unless required by applicable law or agreed to in writing, software distributed under the Apache License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the Apache License for the specific language governing permissions and limitations under the Apache License. Portions of some Software modules are licensed under the MIT Expat License. This EULA also incorporates the terms of the Verifone Pass Through Terms of Use and Windcave End User License Agreement attached hereto, as applicable to your purchase. This EULA also governs any future releases, revisions, or enhancements to the Software that EnvisionWare may furnish to you. Your rights and obligations with respect to the use of this

Software are as follows:

A. **You may**:

    a. use the Software on the quantity and type of computers indicated on EnvisionWare invoice. You may make that number of copies of the Software licensed to you by EnvisionWare.

    b. make one copy of the Software for archival purposes, or copy the Software onto the hard disk of your computer and retain the original for archival purposes;

    c. use the Software on a network, provided that you have a licensed copy of the Software for each computer that can access the Software over that network; and,

    d. make printed copies of electronic documentation for your internal use.

B. **You may not**:

    i. transfer, assign, convey, sublicense, rent or lease the Software (or any portion thereof) to another person or entity or unlicensed division, subsidiary, or affiliate (or to anyone other than the entity named as licensee as appearing on the software splash screen), other than to a successor agency, and any transfer in violation hereof shall be of no power or effect;

    ii. distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement;

    iii. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover, modify or use the source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), or create derivative works from the Software (any such modifications shall automatically be owned by EnvisionWare upon creation);

    iv. utilize any equipment, device, software, or other means designed to circumvent or remove any form of product key or copy protection used by EnvisionWare in connection with the Software, or use the Software together with any authorization code, product key, serial number, or other copy protection device not supplied by EnvisionWare or through an authorized distributor or reseller;

    v. use the Software to develop or facilitate development of a product which is competitive with any EnvisionWare product offerings;

    vi. post or otherwise publish electronic documentation of the Software for access outside the licensed organization;

    vii. use a previous version or copy of the Software after you have installed a replacement set or an upgraded version and, upon upgrading the Software, all copies of the prior version must be uninstalled or rendered unusable;

    viii. use a later version of the Software than is provided in the email with the login credentials except as provided under the Software Product Warranty, unless you have purchased maintenance and update service or have otherwise separately acquired the right to use such later version;

ix. remove any product identification, proprietary, copyright or other notices contained in the Software;

x. provide any product key or login information to a third party; or

xi. use the Software or product keys in any manner not expressly authorized by this EULA.

2.   Thirty Day Money Back Guarantee: If you are the original licensee of the Software and are dissatisfied with it for any reason, and if at any time during the thirty (30) day period following the Effective Date you email EnvisionWare confirming your complete removal and deletion of the complete product and provide a signed statement to EnvisionWare attesting to removal of all software components, then EnvisionWare will provide a full refund, subject to the provisions of the Hardware Return Policy below. Notwithstanding the foregoing sentence, in the event sufficient funds for the performance of this Agreement are not appropriated by you in any fiscal year covered by this Agreement, you may terminate this Agreement by providing thirty (30) days' prior written notice, provided that you shall pay all amounts owed up to the effective date of such termination and EnvisionWare shall be reimbursed any resulting unamortized, reasonably incurred, nonrecurring costs. EnvisionWare will not be reimbursed any costs amortized beyond the initial term of the Agreement.

3.   Hardware Return Policy: Custom printed RFID tags, manufactured, built-to-order or custom-configured Hardwareas designated on a Quotation, such as but not limited to, kiosks or sorters, may not be returned or canceled for any reason. Custom items include any item listed in an EnvisionWare quotation, product description or order form as being a custom item, or any item which is modified by EnvisionWare after installation. Standard Hardware products may be accepted for return within ninety (90) days of the date of invoice subject to advance, written approval expressed in the form of an EnvisionWare Return Merchandise Authorization ("RMA"). EnvisionWare, at its sole discretion, may grant the right to return standard Hardware products during this return period. Any such returns are subject to a 20% restocking fee unless EnvisionWare determines that the cause of the return is a result of an error on the part of EnvisionWare, in which case EnvisionWare may waive all or part of the restocking fee. No Hardware product will be accepted for return for ANY reason without a Return Merchandise Authorization issued by EnvisionWare. The RMA number must be clearly displayed on any packaging shipped to EnvisionWare. Products returned without an RMA number on the package will be refused. Any return for any reason, whether for an authorized RMA or for warranty support must be shipped to EnvisionWare freight prepaid. Equipment serviced under warranty will be returned freight prepaid.

4. Limited Warranty; Disclaimer:

A. **Software Product Warranty:** EnvisionWare warrants that the Software as distributed operate in substantial conformity with the documentation (the "Software Product Warranty") for a period of one (1) year from the delivery of the Software to you (the "Software Warranty Period"). This is the sole warranty EnvisionWare provides for all Software supplied by EnvisionWare, unless specifically stated otherwise in EnvisionWare's quotation. EnvisionWare does not warrant that your use of the Software will be uninterrupted or error-free. EnvisionWare's sole liability (and your sole remedy) in the event of a breach of this Product Warranty will be that EnvisionWare will, in EnvisionWare's sole discretion,

(A) use commercially reasonable efforts to provide you with an error correction or a work-around which corrects the reported non-conformity or (B) if EnvisionWare determines such remedies to be impracticable within a reasonable period of time, refund the money you paid for the Software being returned. EnvisionWare does not warrant that the Software will meet your requirements or that operation of the Software will be uninterrupted or that the Software will be error-free. EnvisionWare provides Software product support through the reseller from whom you purchased the Software or directly from EnvisionWare for a period of twelve (12) months from date of delivery of the Software.

B. **Hardware Product Warranty:** EnvisionWare warrants that EnvisionWare-branded hardware as distributed will be free from material defects (the "Hardware Product Warranty") for a period of one (1) year from the date of delivery of the EnvisionWare-brand hardware to you (the "Hardware Warranty Period"). Other Hardware components supplied to you by EnvisionWare that are not manufactured or branded by EnvisionWare are covered by the warranties provided by the product manufacturer. EnvisionWare shall have no obligation with respect to a warranty claim unless notified of such claim within the applicable Software or Hardware Warranty Period. The term "delivery" in this Section 4 means, with respect to Software, the date of invoice, and, with respect to Hardware, "delivery" means the date that the Hardware is delivered to your facility.

C. **Exclusions:** The above warranties shall not apply: (i) to the extent of issues or problems if the Software or Hardware is used with hardware or software not specified in the documentation; (ii) if any modifications are made to the Software or Hardware by you or any third party; (iii) to defects in the Software or Hardware that are due to accident, abuse or improper use by you or your contractors; or (iv) to any evaluation version or other Software or Hardware provided on a no-charge or evaluation basis. Any replacement Software or Hardware will be warranted for the remainder of the original applicable Software Warranty Period or Hardware Warranty Period.

D. Professional Services Warranty. For any Professional Services provided pursuant to Section 13 below, EnvisionWare warrants that the services will be performed in a workmanlike manner, and that if any Professional Services are not so performed and if you notify EnvisionWare in writing within thirty (30) days after the provision of the particular Professional Service that the services are not performed properly, EnvisionWare will re-perform such services at no charge to you (the "Professional Services Warranty"). Your sole and exclusive remedy of any breach of this Professional Services Warranty is for EnvisionWare to re-perform such services.

E. THE ABOVE SOFTWARE PRODUCT WARRANTY AND HARDWARE PRODUCT WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. THE SOFTWARE PRODUCT WARRANTY AND THE HARDWARE PRODUCT WARRANTY GIVE YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

F. EnvisionWare uses virus protection scanning software to scan the Software prior to

installation and to the best of EnvisionWare's knowledge as of the installation date, the Software, when installed, does not contain or otherwise introduce any computer virus or any harmful or destructive code which could damage or harm your computers; however, EnvisionWare cannot guarantee that benign or harmful viruses or other malware will not enter your computers or systems.

5. Personal Information:

A. In the event that your (or your users') use of the Software currently or in the future involves the transmitting, uploading, downloading, storage, management, manipulation or other use of personal information (as defined by the Gramm-Leach-Bliley Act, Payment Card Industry Security Standards Council or other applicable standards or rules relating to electronic transaction processing and personal information, such information referred to herein as "Personal Information"), you agree to the following provisions:

a. You shall maintain as confidential any Personal Information.

b. You covenant that you have, as of the Installation Date become and currently are PCI and HIPAA (as applicable) compliant and shall maintain compliance and/or certification under the PCI (Payment Card Industry), PCI-DSS, HIPAA and other relevant and applicable standards relating to electronic transaction processing and personal healthcare information existing as of the Effective Date and as promulgated thereafter.

c. If you are de-certified, have your compliance proof expire or are threatened with de-certification, you shall notify EnvisionWare in writing within ten (10) days of such de-certification or threat thereof.

B. EnvisionWare shall use commercially reasonable technical, organizational, and administrative data security measures designed to maintain the security and confidentiality of your Personal Information entered into the Software, but EnvisionWare is not liable for the confidentiality of any Personal Information in the event of unauthorized access, theft or use of such Personal Information, either by you, your users, or by third parties who access such Personal Information through your systems or unauthorized use of your login credentials, other than to the extent due to the negligence of EnvisionWare or its representatives, agents, or contractors, in breach of EnvisionWare's obligations under this Agreement.

C. EnvisionWare acknowledges that you may be required to periodically demonstrate to third parties your compliance and that of your applicable vendors with the PCI-DSS standards (Payment Card Industry Data Security Standard) of all the system components used to process, store or transmit "PCI cardholder data" (as that term is defined by PCI-DSS), and any other component that resides on the same network segment that those system components, hereafter known as "System Components in Scope." Some of those system components and/or processes have been outsourced to EnvisionWare's service providers (e.g., Verifone, Windcave, Chase E-xact, SecurePay, or the like) ("Service Providers"). Those portions of the system hardware and software developed by EnvisionWare are out of scope for PCI compliance since no PCI cardholder data passes through any EnvisionWare-developed component. Accordingly, EnvisionWare is not required to be PCI compliant. All System Components in Scope are provided by Service Providers.

Service Providers will achieve and maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. EnvisionWare's

Service Providers with System Components in Scope have represented to EnvisionWare that they are compliant. As evidence of compliance, Service Providers will provide, when requested, a current attestation of compliance ("AOC") signed by a PCI QSA (Qualified Security Assessor). AOCs are available for download from EnvisionWare's Customer Center on EnvisionWare's website at http://support.envisionware.com. Service Providers have represented to EnvisionWare that they will create and maintain reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure Customer's PCI cardholder data. Such documentation will conform to the most current version of PCI DSS. Service Providers have represented to EnvisionWare that they will, upon written request by you, make such documentation and the individuals responsible for implementing, maintaining and monitoring those system components and processes available to: a) QSAs, forensic investigators, consultants or attorneys retained by you to facilitate audit and review of your PCI-DSS compliance and b) your IT Audit Staff.

EnvisionWare maintains protective coverage for PCI breach protection in the United States in the amount of $100,000.00 per breach incident (not per individual affected), which will cover the costs of responding to a breach or a suspected breach caused by the eCommerce system.

D. The obligations of the parties under this Section 5 shall survive any expiration or termination of this EULA.

6. **Data:**

A. CUSTOMER DATA. In connection with the Software and any related hardware or services provided by EnvisionWare, EnvisionWare may collect and maintain data and information provided by you, your patrons and users (collectively, "Customer Data"). As between EnvisionWare and you, all Customer Data shall be and remain owned by you and be your property. EnvisionWare shall maintain the aspects of all Customer Data that identify an individual as confidential. All third parties authorized by EnvisionWare which may have access to the Customer Data shall be under obligations of confidentiality to maintain the Customer Data as confidential.

B. USE OF CUSTOMER DATA. EnvisionWare shall have the right to use Customer Data in connection with EnvisionWare's business, provided that such data shall be Anonymized or aggregated such that Personal Information has been de-identified so that one could not link anonymized information back to a specific individual ("Anonymized Data"). "Anonymize" means to either (1) irreversibly process Personal Information in such a way that the data can no longer be attributed to a specific individual, or (2) to process such information in such a way that the data can no longer be attributed to a specific individual without the use of additional information, and where such additional information is kept separate and under adequate security to prevent unauthorized re-identification of a specific individual. All such Anonymized Data shall be the sole property of EnvisionWare. EnvisionWare may use, disseminate, share, or transfer the Anonymized Data or any portion thereof in any way EnvisionWare chooses.

C. ENVISIONWARE DATA. EnvisionWare may also collect data and information in connection with the service that EnvisionWare provides generally (but not including Customer Data) through its services ("EnvisionWare Data"). You acknowledge and consent that the Software may communicate (e.g., via an outbound or inbound call using SSL) with

EnvisionWare's servers (which may be hosted by a third-party service provider) and support personnel, or vice versa, to communicate diagnostic, event logs, support, licensing, compliance, and other information (which is included in the definition of EnvisionWare Data). Some communication may be done automatically by the Software without your needing to be involved, other communication may be at your initiation (e.g., uploading logs) or initiated by EnvisionWare. All such EnvisionWare Data shall be the sole property of EnvisionWare.

7. **Confidential Information:** Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by EnvisionWare (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of EnvisionWare without any marking or further designation except as such disclosure is required by FOIA requirements. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. The obligations under this Section 7 shall, with respect to Confidential Information, continue for a period of two (2) years after disclosure and, with respect to any information considered by and treated as a trade secret by the Disclosing Party, continue until the trade secret status has been lost.

8.Indemnification:

A. Infringement. Subject to your compliance with the terms of this EULA, EnvisionWare shall indemnify and hold harmless you and your officers, directors, employees and agents from and against all third party actions, suits, proceedings, claims, losses, liabilities, damages, and expenses (including attorneys' and experts' fees and sums reasonably expended in investigation and settlement of litigation, pending or threatened), to the extent such claim alleges that the Software (in each case as provided by EnvisionWare) infringes any copyright, U.S. patent right, trade secret right, or other intellectual property right provided, however, that you must comply with the following terms: EnvisionWare must have received from you: (i) prompt written notice of such claim (but in any event notice in sufficient time for EnvisionWare to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable

necessary cooperation by you. In the event that the Software is, or in EnvisionWare's sole opinion is likely to be, enjoined or subject to a claim due to the type of infringement described in this Section 8, EnvisionWare, at its option and expense, may (a) replace the Software with functionally equivalent non-infringing Software or (b) obtain a license for your continued use of the Software, or, if the foregoing alternatives are not reasonably available to EnvisionWare (c) terminate this EULA and refund a pro rata amount, as determined by EnvisionWare, of the purchase price of the Software and Hardware. Notwithstanding the above, EnvisionWare shall have no liability for any infringement claim which: (i) pertains to any Software that has been altered or modified without EnvisionWare's prior written approval; (ii) is based on use of the Software in conjunction with any item not provided by EnvisionWare, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by EnvisionWare; (iii) pertains to any unauthorized use of the Software; (iv) pertains to an unsupported release of the Software; or, (v) pertains to any Open Source Software or other third party code provided with the Software. THIS SECTION 8 SETS FORTH ENVISIONWARE'S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

B. EnvisionWare shall indemnify, defend and hold you harmless from any losses (including, but not limited to, damage awards, reasonable attorneys' fees and costs, cost of notification, remediation, and penalties) you incur due to any third party claim or action directly resulting from any Data Breach of your (or your patrons') Personal Information to the extent that such losses are due to the direct act or omission of EnvisionWare or its representatives, agents, or contractors. This Section 8B shall apply only for so long as you are under a written annual support agreement with EnvisionWare (for which you have fully paid) for the Software and applies only to the Software covered by such support agreement. Furthermore, if you allow such support agreement to expire and subsequently purchase a support agreement, the obligations under Section 8B shall not apply to any third party claims arising from or during the period for which no support agreement was active.

9.   **Limitation of Liability:** SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE LIMITATION OR EXCLUSION BELOW MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ENVISIONWARE OR ITS LICENSORS BE LIABLE TO YOU FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS (OTHER THAN THOSE CONTAINED IN THE SOFTWARE), INTERRUPTION OF BUSINESS OR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR HARDWARE, EVEN IF ENVISIONWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO CASE SHALL ENVISIONWARE'S OR ITS LICENSORS' TOTAL LIABILITY (A) FOR ANY SOFTWARE AND HARDWARE PRODUCTS COVERED UNDER THIS EULA, EXCEED ONE (1) TIMES THE PURCHASE PRICE FOR THE SOFTWARE AND HARDWARE OR (B) FOR ANY PROFESSIONAL SERVICES, EXCEED THE FEES PAID BY YOU FOR THE PROFESSIONAL SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT WHICH DIRECTLY CAUSED THE DAMAGES ALLEGED.

The disclaimers and limitations set forth above in this Section 9 will apply regardless of whether you accept the Software or Hardware or Professional Services. The parties agree that the limitations specified in this Section 9 will survive any expiration or termination of this EULA and apply even if any limited remedy specified in this EULA is found to have failed of its essential purpose.

10. U.S. Government Restricted Rights: RESTRICTED RIGHTS LEGEND. All EnvisionWare Software and documentation are commercial in nature. The Software and documentation are "Commercial Items", as that term is defined in 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. section 252.227-7014(a)(5) and 48 C.F.R. section 252.227-7014(a)(1), and used in 48 C.F.R. section 12.212 and 48 C.F.R. section 227.7202, as applicable. Consistent with 48 C.F.R. section 12.212, 48 C.F.R. section 252.227-7015, 48 C.F.R. section 27.7202 through 227.7202-4, 48 C.F.R. section 52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable. EnvisionWare's computer Software and software documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this EULA. The manufacturer is EnvisionWare, Inc., 3820 Mansell Rd., Suite 350, Alpharetta, GA 30022 USA.

11. Export Compliance: You acknowledge that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. You shall not, and shall not allow any third-party hired or under contract by you, to, remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority.

12. Third-Party Code: The Software may contain or be provided with components subject to the terms and conditions of "open source" or freeware software licenses ("Open-Source Software"). Licenses for open source are identified in Section 1. To the extent required by the license that accompanies the Open-Source Software, the terms of such license will apply in lieu of the terms of this EULA with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

13. Professional Services: Upon request and agreement between the parties, EnvisionWare may provide consulting, training, installation, development, customization, report creation or other services ("Professional Services"). You may order Professional Services under a Statement of Work ("SOW") describing the work to be performed, fees and any applicable

milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before EnvisionWare shall commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the invoice. You will reimburse EnvisionWare for reasonable travel and lodging expenses as incurred. EnvisionWare shall be deemed the sole owner of any work product created and deliverables (including any documentation, code, Software, training materials or other work product) (collectively referred to as the "Deliverables") delivered pursuant to the Professional Services, whether created solely by EnvisionWare or jointly with you or your contractors. Subject to your full payment of any and all fees pursuant to the applicable SOW, EnvisionWare grants to you the limited, nontransferable right to use any Deliverables delivered as part of the Professional Services solely in connection with your permitted use of the Software, subject to all the same terms and conditions as apply to your Software license (including the restrictions set forth in Section 1B), and subject to any additional terms and conditions provided with the Deliverables. EnvisionWare provides the Professional Services Warranty as stated in Section 4D above.

14.   General: This EULA is the entire agreement between you and EnvisionWare relating to the license and use of the Software and Hardware, and relating to the Professional Services. This EULA supersedes all prior EnvisionWare end user license agreements for the Software and for any Professional Services. EnvisionWare may terminate this EULA upon your breach of any term contained herein. Upon termination, you shall cease use of, uninstall or render inoperable, and delete destroy all copies of the Software. The disclaimers of warranties and damages and limitations on liability shall survive termination. No provision of any purchase order or other business form employed by you will supersede the terms and conditions of this EULA, and any such document relating to this EULA shall be for administrative purposes only and shall have no legal effect. The parties to this EULA are independent contractors with respect to one another. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent. This document may not be changed. In the event of any conflict with local law, the sole method for changes to EULA language are the incorporation of overriding text in an Agreement or a separate EULA Amendment.

15.Governing Law; Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Nevada and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

16.   Software Escrow: At your request, EnvisionWare is willing to set up and maintain the Software with EnvisionWare's independent U.S. escrow agent and make ongoing escrow deposits for significant updates. You would be responsible for additional fees for this service. Please contact EnvisionWare to for more information and pricing.

17.   Insurance: EnvisionWare will, upon your request, provide you with a certificate of insurance showing that it carries or has in force each of the following types of insurance: general liability--$1,000,000 per occurrence and $1,000,000 general aggregate; professional liability--$1,000,000 per occurrence or claim and $1,000,000 aggregate; and cyber (aka electronic e/o)--$1,000,000 per occurrence or claim and $1,000,000 aggregate. If

EnvisionWare does on-site installation or training, it will carry workers' compensation insurance that provides statutorily required workers' compensation coverage and employers' liability insurance with limits of $500,000 per accident, $500,000 disease - each employee, $500,000 disease - policy limit. EnvisionWare's insurance is primary. EnvisionWare is responsible for the payment of any deductibles or self-insured retentions. You will receive thirty (30) days' notice of cancellation.

18. Purchase in Australia: If you purchase Software, Hardware, or services from EnvisionWare Pty Ltd or its partners, the laws of South Australia, Australia govern all warranty and service claims. EnvisionWare Pty Ltd is authorized to convey and effect all of the rights expressed in this EULA for its direct and indirect customers.

19. Contact Us: Should you have any questions concerning this EULA, or if you desire to contact EnvisionWare for any reason, please email info@envisionware.com or write to: EnvisionWare, Inc., 3820 Mansell Rd., Suite 350, Alpharetta, GA 30022 USA, unless you purchase from an Asia Pacific country in which case, please write EnvisionWare Pty Ltd, 258 Payneham Road, Payneham, SA 5070 Australia. Revised Apr 2025 © 2002-2025 EnvisionWare, Inc. All Rights Reserved.

PASS THROUGH EULAs FOR PCI-RELATED PRODUCTS

The Verifone EULA applies to customers located in the United States that use EnvisionWare Products supporting credit card payment. The Windcave EULA is appliable to customers that use EnvisionWare Products supporting credit card payment located in Australia, Canada, Ireland, New Zealand and other countries where Windcave terminal and web services are applicable using Windcave gateways and/or terminals. EnvisionWare has no ability to modify these EULAs that are provided by Verifone and Windcave respectively.

VERIFONE PAYMENT GATEWAY TERMS
OF USE

Solely for the purposes of the following Verifone Terms of Use, the following terms shall have their associated meanings. "Agreement" means the Verifone Terms of Use. "BPP" means Verifone's Buyer Protection Program. "Covered Territory" means your location(s). "Customer Agreement" means the EULA. "Payment Gateway" means Verifone's transaction gateway portal which provides transaction routing, online reporting and other tools made available by the portal. "Point Solution" and "Rental Devices" mean the Point Solution hardware and Software manufactured or provided by Verifone and offered by EnvisionWare under the EULA. "Reseller" means EnvisionWare. "Software" means the software accompanying the Point Solutions Rental Devices. "Verifone" means VeriFone, Inc.

VERIFONE PASS THROUGH TERMS OF USE

1. The following are Verifone's Pass Through Terms of Use for its Point Solution Rental Device hardware and Software.

2. Each Verifone payment device used with the Point Solution is subject to an initial service term of 36 months (the "Initial Service Term"). Subject to the terms of the Customer Agreement, with respect to a particular Verifone payment device, Verifone shall provide the

Point Solution to customer for a service term commencing (A) for Rental Devices (or any other payment devices shipped directly by Verifone), on the date such devices are shipped by Verifone, or (B) for any other payment devices, on the date on which such device is activated on the Payment Gateway, and in any case ending on the earliest of (1) the date on which Reseller removes such device from the Payment Gateway, (2) upon Verifone's ceasing to provide the Point Solution for a payment device, which Verifone shall have the right to do on thirty days' notice to customer following the Initial Service Term for such device, and (3) termination of customer's right to use the Point Solution by Reseller due to breach by customer of the Customer Agreement (the "Service Term"). In addition, in the event Verifone's separate agreement with Reseller terminates or Verifone ceases to offer the Point Solution to its customers generally, Verifone reserves the right to terminate the Service Terms for any or all Verifone payment devices. Upon the termination of the Service Term for a particular Verifone payment device, customer shall cease using the Point Solution for such payment device. In the event that a customer desires to end the Service Term for a payment device, the customer must request that Reseller remove the applicable device from the Payment Gateway on its behalf; Verifone will not be responsible for removing a payment device from the Payment Gateway provided that, notwithstanding customer's earlier request, the Service Term will end on the day Reseller actually removes the device from the Payment Gateway.

3.   Subject to the terms of this Agreement and customer's payment of the applicable fees, Verifone hereby grants to customer a limited, non-exclusive, non-transferable, non-sub-licensable right and license, in the Covered Territory during the Service Term for each payment device, to access and use the Point Solution subscribed to hereunder solely for customer's internal business purposes. Notwithstanding the foregoing, Reseller will be responsible for managing and monitoring customer's payment devices on customer's behalf, including with respect to the installation of payment applications and key loading, and customer will not be able to directly manage or monitor its payment devices via the Payment Gateway portal. Verifone may modify the Point Solution from time to time in its reasonable discretion, provided that such modifications shall not materially diminish the functionality thereof. If Reseller fails to pay Verifone for services rendered in accordance with its agreement with Verifone, Verifone reserves the right to withhold customer's access to the Point Solution until such fees are paid in full, and Verifone shall not have any liability to customer for any amounts paid to Reseller and not received by Verifone for such services.

4.   Customer shall have no right to market, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer the Point Solution, or any component thereof, including without limitation the Software, to any third party. Customer shall not reverse engineer, decompile, disassemble, translate, modify, alter or create any derivative works based upon the Software, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Software, without the prior express written consent of Verifone. Customer shall not remove from the Rental Devices or the Software, or alter, any of trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Rental Devices or the Software, without the prior express written consent of Verifone.

5.   Customer acknowledges that the Point Solution (including any related documentation) and any intellectual property rights relating to or residing therein (including any patents, copyrights, trade secrets, trademarks, trade names or mask work rights), including the

proprietary electronics, software and technical information of Verifone therein, are proprietary products of Verifone and that ownership of such shall remain with and inure to Verifone. Except for the license rights set forth in this clause 5, customer shall have no right, title or interest therein.

6.   Customer grants VeriFone a limited, non-exclusive and irrevocable license during and after the term of this Agreement to follow customer's activity inside of the Point Solution components and to use, share, and disseminate data from customer's activity (including its transactions) on an aggregate and anonymous basis only (such data, "Derived Data"), including for purposes of data analytics and optimizing or otherwise enhancing its products and services. VeriFone will comply with all applicable laws with respect to any use, sharing and dissemination of Derived Data. This clause 6 shall survive any expiration or termination of this Agreement.

7.   VERIFONE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE POINT SOLUTION, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VERIFONE DOES NOT WARRANT THAT THE POINT SOLUTION, OR ANY COMPONENT THEREOF, WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THE OPERATION OF THE POINT SOLUTION, OR ANY COMPONENT THEREOF, WILL BE UNINTERRUPTED OR ENTIRELY ERROR FREE. CUSTOMER ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES DOES VERIFONE REPRESENT OR WARRANT THAT ALL ERRORS IN ANY SOFTWARE CAN BE REMEDIED. NO ADVICE OR INFORMATION OBTAINED BY CUSTOMER FROM VERIFONE OR FROM ANY OTHER THIRD PARTY ABOUT THE POINT SOLUTION SHALL CREATE ANY WARRANTY.

8.   NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CUSTOMER AGREEMENT: EXCEPT TO THE EXTENT PROHIBITED BY LAW:

(A) VERIFONE SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE, GOODWILL OR SAVINGS, DOWNTIME, OR DAMAGE TO, LOSS OF OR REPLACEMENT OF DATA OR TRANSACTIONS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES) RELATING IN ANY MANNER TO THE POINT SOLUTION (WHETHER ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT OR OTHERWISE), EVEN IF VERIFONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGE;

(B) IN ANY CASE, VERIFONE'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THIS AGREEMENT OR THE POINT SOLUTION, REGARDLESS OF THE FORM OR NATURE OF THE CLAIM, SHALL BE LIMITED IN THE AGGREGATE TO THE FEES ACTUALLY RECEIVED BY VERIFONE FROM RESELLER FOR CUSTOMER FOR THE POINT SOLUTION UNDER THE CUSTOMER AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE CLAIM ARISING; AND (C) VERIFONE SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE POINT

SOLUTION. THE LIMITATIONS ON VERIFONE'S LIABILITY SET FORTH IN CLAUSES "(B)" AND "(C)" OF THIS SECTION SHALL NOT APPLY TO LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY VERIFONE'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE LIMITATIONS CONTAINED IN CLAUSE 7 ABOVE AND THIS CLAUSE 8 ARE A FUNDAMENTAL PART OF THE BASIS OF VERIFONE'S BARGAIN HEREUNDER, AND VERIFONE WOULD NOT PROVIDE THE POINT SOLUTION TO CUSTOMER ABSENT SUCH LIMITATIONS

9. Customer shall comply with all applicable laws, rules, and regulations in connection with this Agreement, including, but not limited to, export control laws and anti-corruption and anti-bribery laws, rules, and regulations. Customer agrees that if Verifone reasonably believes that customer is in breach of this clause 9, that alone shall be sufficient grounds for further action by Verifone, including, without limitation, cancellation of any orders or denial of future business, without any liability or obligation to customer. In addition, customer hereby indemnifies Verifone and its affiliates, directors, officers and employees for all costs, expenses, damages, claims, charges, penalties, fines and other losses that arise in connection with any breach by customer or customer subsidiaries, owners, officers, directors, employees, partners, subcontractors, agents and representatives of the terms and conditions contained in this clause 9.

10. VERIFONE SHALL BE A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT, WITH THE RIGHT TO ENFORCE THE TERMS HEREOF AGAINST CUSTOMER WITH RESPECT TO THE POINT SOLUTION.

11. In the case of any customer agreements that include Rental Devices:

A. Verifone Property. The Rental Devices shall remain the property of Verifone. Customer shall have no right, title or interest therein except as a lessee under this Agreement. Customer shall keep all Rental Devices free and clear from all liens, including any direct or indirect charge, encumbrance, lien, security interest, legal process or claim against the Rental Devices. Customer may not assign, hypothecate, sublet, sell, transfer, permit the sale of or part with possession of all or any of the Rental Devices or interest in the Customer Agreement, without Verifone's prior written consent. If customer fails to pay any undisputed fees when due, and fails to cure such failure within ten (10) business days of written notice thereof, Verifone may, at any time thereafter enter, with or without legal process, any premises where any Rental Device may be, and repossess and remove such Rental Device. Customer hereby waives any claim of trespass or right of action for damages by reason of such entry and repossession. In addition, customer shall pay to Verifone any actual additional expenses incurred by Verifone in collection efforts.

B. Upgrades. Customer may, commencing on the one year anniversary of the start of the Service Term for a Rental Device, upgrade to a different Rental Device (in which event customer may be subject to an increase in fees based on the new Rental Device subscription fee). For such upgrades, customer shall be required to commit to a new Initial Service Term for such Rental Device and shall be required to return the old Rental Device in accordance with clause (d) below.

C. Loss and Damage. Subject to Verifone's obligation to provide the Services, customer assumes and shall bear the entire risk of loss or damage to the Rental Devices from any use

whatsoever from the date of delivery of the Rental Devices to the customer site, until such Rental Devices are returned to Verifone. No loss or damage shall relieve customer from the obligation to make payments hereunder or to comply with any other obligation under the Customer Agreement. In the event of a loss of a Rental Device (but not damage), customer shall immediately notify Reseller thereof. With respect to any lost Rental Device, customer shall be obligated to pay Reseller the Non-Return Fee applicable to such Rental Device.
Subject to Verifone's receipt of such Non-Return Fee from Reseller, Verifone shall ship customer a new or refurbished replacement Rental Device. At all times payments for the Point Solution for such Rental Device shall continue in effect.

D. **Return at End of Service Term**. At the end of the Service Term for a Rental Device, customer shall return such Rental Device to Reseller or Verifone, as directed by Reseller. When returning a Rental Device to Verifone a Material Return Authorization number is required. If a Rental Device is not returned to Verifone within thirty (30) days of the end of its Service Term, customer shall be obligated to pay Reseller the Non-Return Fee for such Rental Device. If, upon return of the Rental Device, Verifone determines that the Rental Device requires repair that is not covered by the BPP or Repair Services (e.g., "Out of Scope" or "Limitations"), customer shall be required to pay Reseller for such services at Verifone's standard fees.

Exhibit C – **Insurance Certificate**

Exhibit D – **Professional Services Statement of Work ("SOW")**

SAMPLE

NOTE: An actual scope of work will be created during project planning. The SOW is created *collaboratively* between the Customer and the assigned EnvisionWare implementation consultant ("**IC**") after introductory meetings and in some cases after some introductory training. This process may depend upon review of certain licensed materials that are accessed via the EnvisionWare Customer Center. The IC will obtain information about contacts that should be granted customer center access during the introductory meeting. The SOW defines your goals, the deliverables and the measurements that define completion.

Project Scope:
The objective of this project is to deliver, configure (to specifications) and install an EnvisionWare _____ software/hardware solution that will _____

To meet this objective your EnvisionWare Professional Services IC will work with you during the planning phase of the project to understand your product needs and your desired patron and staff experience.

    Services Provided:
        1.   Installation of Product(s)
        2.   Training
        3.   Post-Installation Follow-Up
        4.   Transition to Support
    Project Milestones:
        1.   Completion of Installation Phase
        2.   Completion of Post-Installation Phase
            a.   Project Sign-Off
            b.   Transition to Support

Product Scope:
This project will consist of the following _____ solution.
        1.
        2.

 EnvisionWare Responsibilities:
        1.   Ensure the Library is Prepared for the Onsite Installation
        2.   Training
        3.   Constant Follow-up and Update Provided to the Customer

Customer Responsibilities:
        1.   Network Management
            a.   Static IP address for _____
            b.   _____
        2.   Power Outlets and Ethernet connections _____
        3.   Computers and/or server or VM's _____

Acceptance Testing and Criteria

1. <u>Acceptance Criteria:</u> Acceptance tests shall be conducted at your site or sites and on your equipment to ensure that the Product (i) performs according to the Specifications without material error and (ii) can be effectively utilized in your operating environment. The following are defined as the "**Acceptance Criteria**":

   A. Item   Test   Pass

   B. Item   Test   Pass

2. <u>Project Acceptance:</u> When all individual acceptance tests pass for all items on a Statement of Work, the Customer is required to acknowledge the Project Acceptance via electronic submission. Submission is an indication that the mutually defined tests pass for all installed devices and software except for any open issues documented as support cases.

> **Submitting Project Acceptance activates support services and provides all support assistance in accordance with the Maintenance Program Agreement applicable to your account.** Support is unable to assist a customer until Project Acceptance is submitted

NOTE: Acceptance indicates that all tests are completed and the Customer's access to Support is activated. It does not necessarily mean that there are no outstanding or follow-up issues. In some situations, a Support Case may be opened to resolve an issue via the standard support channel. Some Cases may represent enhancement requests and others' defects, which do not prevent the live use of the system.

After Acceptance the Support Center will copy your Implementation Consultant on all communications for a period of two (2) weeks. Support has access to all documentation created during your project and is proficient in assisting customers in real time with critical and non-critical support concerns. The Support Center has emergency access to a Consultant during the transition period. Consultants are engaged in scheduled projects following the date scheduled for acceptance testing and are generally not available during business hours.

NOTE: Software or hardware used in a live production environment, i.e. "beneficial use" will be considered as Project Acceptance.

Exhibit E – Payment Card Industry Data Security Standard

For customers purchasing any EnvisionWare eCommerce product the following provisions apply to eCommerce products processing credit card payments:

ENVISIONWARE will not have access to CUSTOMER personal information, including, without limitation, social security number, driver's license number or other state issued identification number, date of birth, credit card number(s) and/or bank account number(s); and

WHEREAS, in light of the sensitive and confidential nature if the information, the parties enter into this amendment agreement.

NOW, THEREFORE, in consideration of the promises set forth in this Agreement between the parties and the promises in this Addendum, ENVISIONWARE and CUSTOMER agree as follows:

A.   ENVISIONWARE REPRESENTATIONS AND WARRANTIES

ENVISIONWARE represents and warrants that its Services under the Agreement and this Addendum, which are provided from EnvisionWare and Verifone or Payment Express, shall comply with Payment Card Industry Data Security Standard (PCI DSS) and further represents and warrants the following to CUSTOMER:

1. that the product being purchased by CUSTOMER currently complies with the PCI DSS;
2. that it is obligated to maintain compliance with the PCI DSS; including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at ENVISIONWARE's sole cost and expense except for costs incurred by Customer for becoming and maintaining PCI compliance via Trustwave self assessment or similar annual subscription services;
3. that it is responsible for the security of cardholder data that it possesses by means of its Agreement with CUSTOMER, and that this acknowledgement satisfies Section 12.8 of the PCI DSS requiring the Parties to maintain a written agreement acknowledging that ENVISIONWARE has responsibility for the security of cardholder data it possesses by means of its Agreement with CUSTOMER; and
4. that its collection, access, use, storage, disposal and disclosure of Personal Information as defined by the PCI council does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives.

B.   ENVISIONWARE SERVICES

ENVISIONWARE will use reasonable and necessary precautions to prevent anyone other than its authorized employees from monitoring, using, or gaining access to CUSTOMER personal information. ENVISIONWARE will use reasonable and necessary precautions to protect CUSTOMER personal information from loss, corruption or unauthorized access or alteration and to prevent the disclosure of CUSTOMER personal information to anyone other than authorized ENVISIONWARE or CUSTOMER employees.

ENVISIONWARE will periodically test and re-evaluate the effectiveness of such precautions. ENVISIONWARE will notify CUSTOMER within 24 hours, if such precautions are violated and ENVISIONWARE has reason to believe that CUSTOMER personal information is affected or disclosed or in danger of being affected or disclosed. Notwithstanding the foregoing, ENVISIONWARE may use, process, view the contents of or monitor CUSTOMER personal information to the extent necessary for ENVISIONWARE to perform under this Agreement.

ENVISIONWARE eCommerce policies require that CUSTOMER establish passwords for the VeriFone gateway known only to CUSTOMER. ENVISIONWARE requires remote access to the CUSTOMER software for diagnostic purposes when a problem occurs but will request that CUSTOMER change any password provided to ENVISIONWARE for the remote session. ENVISIONWARE will not, under any circumstances, maintain a persistent connection to Customer internal eCommerce-related systems and will access only when a problem occurs and when CUSTOMER enables remote access. Customer is required to assert control as above and to configure all eCommerce-related passwords to industry-approved secure passwords that are changed every 90 days. CUSTOMER must maintain a list of users who are approved to access the VeriFone gateway.

In the event that security vulnerabilities are identified, ENVISIONWARE will promptly notify CUSTOMER and will provide instructions to mitigate risk of that vulnerability being exploited. ENVISIONWARE will provide a patch release or security update within 48 hours of a security vulnerability being discovered and will provide support as necessary to properly deploy the patch or security update at ENVISIONWARE's sole cost and expense while Customer is under maintenance.

ENVISIONWARE will notify CUSTOMER of any security breach within 24 hours of notice or discovery of same. CUSTOMER will notify ENVISIONWARE of any security breach or discovery of same within 24 hours. Customer's maintenance agreement will be upgraded to 24x7 live support to facilitate rapid reporting and remedy of issues. ENVISIONWARE shall immediately investigate same and shall coordinate its investigation with CUSTOMER to verify that any breach has been remedied and any security intrusion or flaw eliminated as the sole cost and expense of ENVISIONWARE, unless said security breach was the result of actions or inactions of CUSTOMER.

C.   LIABILITY AND INDEMNIFICATION

ENVISIONWARE 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 ENVISIONWARE to protect cardholder data from unauthorized disclosure resulting from a lack of compliance with the Payment Card Industry Data Security Standard or arising from any other negligent act or omission by ENVISIONWARE. Any breach in security related to failure of ENVISIONWARE to protect cardholder data resulting from a violation of any obligation imposed by or established pursuant to the Payment Card Industry Data Security Standard shall constitute a "material breach" of the Agreement

ENVISIONWARE will not be liable for the disclosure, monitoring, loss, alteration or corruption of CUSTOMER private information to the extent it results from CUSTOMER's failure to implement reasonable security measures to protect against the unauthorized use of facilities, computers network access devices and passwords.

Notwithstanding the foregoing, ENVISIONWARE agrees to that CUSTOMERS in the United States will be protected under EnvisionWare's PCI Assurance Program, which provides an AIG zero deductible insurance policy with up to $100,000.00 of coverage per breach and up to a maximum annual

limit of $500,000.00 per Exhibit: PCI Assurance. ENVISIONWARE agrees to renew the policy, or equivalent, and keep CUSTOMER as an additional insured party through the duration of the contract including all future renewal years.

D.   ENTIRE EXHIBIT

This EXHIBIT constitutes the entire PCI DSS terms 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.

<center>PCI ASSURANCE COVERAGE SUMMARY</center>

CUSTOMER (Merchant) in the United States will be enlisted in the PCI Assurance Program, which is merchant coverage for an actual breach as well as the costs of a potential credit card breach.

The following is an outline of coverage, benefits and clarifications:

- Coverage includes a breach, and/or the costs associated with a suspected breach
- $100,000.00 of coverage per incident
  $500,000.00 annual maximum protection per CUSTOMER
  $0.00 deductible
  Maximum annual credit card transaction volume per CUSTOMER: $999,999.00
- Underwritten by AIG Insurance
- Coverage is valid even if CUSTOMER(Merchant) is not currently PCI Compliant. However, merchant must become PCI compliant to reinstate the policy after a reported incident.
- Claim processing time is 30-60 days.

LIBRARY DOCUMENT STATION™ (LDS)

ENVISI●NWARE®
Enriching Public Library Service Inside and Out

LDS Bundled PC Specifications

All-in-One Touch Screen PC
21.5" 16:9 Display 1920x1080
Pentium G4400 3.3 GHz 3MB Cache
4 GB RAM
128 GB Solid State Drive
RJ-45 Ethernet, (2) USB 3.0 | (4) USB 2.0, Wi-Fi
Windows 10 Pro
Power: 120/240V
Power Consumption: 90 W
Dimensions with Stand: 21.1" x 9.6" x 17" | 535 x 245 x 431mm
Weight: 17.2 lbs / 7.8 kg

LDS Software Specifications

System Feature	Minimum System Requirements
Operating System	Windows 7 (x86) x (x64), 8.1 and 10
CPU	1.5 gigahertz (GHz) or faster Dual Core processor
Memory	Minimum 2 GigaBytes (GB) RAM (x86) or 4 GB RAM (x64
Available Storage	Minimum 4 GB available hard disk space
Graphics	DirectX 9 graphics device with WDDM 1.0 or higher driver
Input system	Touch Screen monitor or standard monitor with mouse

LDS Scanner Specifications

Type	Flatbed	Flatbed	Overhead	Photo	Sheetfeed
Manufacturer	EnvisionWare	EnvisionWare	Fujitsu	Kodak	Fujitsu
Form Factor	A3	11" x 17"	A4	8.5" x 11"	A3, A4, A5, A6	Letter, Legal	Photos 11.9" x 18.15"	A4	8.5" x 14"
ADF	Optional	Optional	N/A	Integrated	Integrated
Duplex	With ADF	With ADF	N/A	Yes	Yes
Duplex Speed	45PPM w/ADF	25PPM w/ADF	N/A	50 PPM	60 PPM
Tray Capacity	N/A	N/A	N/A	50 sheets	80 pages
Mixed photos	N/A	N/A	N/A	25 photo/min	N/A
Auto-rotate	Yes	Yes	Yes	Yes	Yes
De-skew	Yes	Yes	Yes	Yes	Yes
Flatbed Speed	4.5 sec/page	4 sec/page	3 sec/page	N/A	N/A
Power	100 – 240V	100 – 240V	100 – 240V	120 - 230V	100 – 240V
Consumption	40 W	30 W	20 W	32 W	38 W
Connection	USB 2.0	USB 2.0	USB 2.0	USB 2.0	USB 3.0
Dimensions - inches / - Millimeters	25.4 x 16.9 x 5.3 / 645 x 428 x 135	25.3 x 11.3 x 4.5 / 480 x 288 x 115	8.3 x 6.1 x 15 / 210 x 156 x 383	13 x 6.4 x 9.7 / 330 x 163 x 246	11.8 x 6.7 x 6.4 / 300 x 170 x 163
Weight	16.8 lb / 7.6 kg	14.3 lbs / 6.5 kg	6.6 lb / 3 kg	12 lb / 5.4 kg	9.3 lb / 4.2 kg

Specifications are subject to change without notice.

The flatbed, photo and sheet feed scanners feature an LED light source and
600 DPI resolution. The Fujitsu overhead scanner is up to 300 DPI resolution.

COIN AND BILL ACCEPTOR

EnvisionWare's Coin/Bill Acceptor (CBA™) is a multi-purpose, networked solution that accepts bills/notes and coins for copying, printing, scanning, faxing, account revalue and fine payment.

This unique system saves you money and valuable floor space by allowing you to use a single coin-op to perform multiple functions. Powerful networking capabilities include:

- Browser-based system configuration
- Quick, portable configuration via USB flash drive
- Network-based firmware updates and support diagnostics
- Email delivery of system events to support predictive maintenance activities
- Automated email delivery of cash reconciliation data

This versatile payment solution works with a broad range of copiers and multi-function devices, as well as EnvisionWare self-service solutions, including:

- Print Release Terminal
- Fine Payment Kiosk
- Self-checkout Station
- EnvisionWare® eCommerce Services™
- User Account Manager
- Library Document Station™ for fine, copy, scanning and faxing payment
- Copy Payment Manager™ (available with CBA-VX/N)

Built for a global market, the CBA can be ordered for the following currencies: US, Australia, Canada, Euro, Pound Sterling, Brazil, Mexico, New Zealand, and others.