

STATE OF TEXAS

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COUNTY OF FORT BEND

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THIRD AMENDMENT TO NEMO-Q, INC.'S AGREEMENT

THIS THIRD AMENDMENT ("Third Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Nemo-Q, Inc., ("Nemo-Q"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into Nemo-Q's Agreement on or about March 5, 2020, and as amended by First Amendment on or about January 19, 2021, and by Third Amendment on or about January 25, 2022, (collectively the "Agreement") and incorporated by reference, and now wish to renew service in accordance with the attached and incorporated Exhibit "I" for annual equipment warranty and software license services (the "Product").

WHEREAS, Nemo-Q Inc. is the sole source provider of the Services, as indicated by the letter attached as Exhibit "II" and incorporated fully by reference; and

NOW, THEREFORE, County an Nemo-Q to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Nemo-Q shall continue to provide Product and/or services as described in Nemo-Q's Estimate # 1347, attached as Exhibit "I" and incorporated fully by reference.
2. **Term.** This Agreement shall renew and this Third Amendment is effective as of November 1, 2022 and shall expire no later than October 31, 2023, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** Nemo-Q's fees shall be calculated at the rates set forth in the attached Exhibit "I". The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit I is \$64,860.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. Nemo-Q clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$64,860.00, specifically allocated to fully discharge any and all liabilities County may incur. Nemo-Q does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Nemo-Q may become entitled to and the total maximum sum that County may become liable to pay to Nemo-Q shall not under any conditions, circumstances, or interpretations thereof exceed \$64,860.00.

4. **Remote Access.** If Nemo-Q requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before Nemo-Q is granted remote access to County Systems:
- (A). Nemo-Q will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.
 - (B). Nemo-Q will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Nemo-Q will not access County Systems via unauthorized methods.
 - (C). Nemo-Q's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for Nemo-Q to conduct their services and/or provide Product to County pursuant to this Agreement.
 - (E). Nemo-Q will allow only its Workforce approved in advance by County to access County Systems. Nemo-Q will promptly notify County whenever an individual member of Nemo-Q's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Nemo-Q will keep a log of access when its Workforce remotely accesses County Systems. Nemo-Q will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
 - (F). If any member(s) of Nemo-Q's Workforce is provided with remote access to County Systems, then Nemo-Q's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
 - (G). Failure of Nemo-Q to comply with this Section may result in Nemo-Q and/or Nemo-Q's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
 - (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Nemo-Q, is under the direct control of Nemo-Q, whether or not they are paid by Nemo-Q and who have direct or incidental access to County Systems.
 - (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).
5. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

6. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
7. **Understanding, Fair Construction.** By execution of this Third Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Third Amendment. This Third Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Third Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Third Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

NEMO-Q, INC.

KP George, County Judge


Authorized Agent – Signature

Date


Authorized Agent- Printed Name

ATTEST



Title

Laura Richard, County Clerk



Date

REVIEWED:



Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit I: Nemo-Q's Estimate # 1347

Exhibit II: Sole-Source Letter

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EXHIBIT I

NEMO-Q, Inc.
 4023 W University Dr, Bldg B
 McKinney, TX 75071 US
 972-347-1766
 accounting@nemo-q.com
 nemo-q.com



Estimate

ADDRESS

Fort Bend County
 County Auditor
 301 Jackson St
 Richmond, TX 77469

SHIP TO

Fort Bend County

ESTIMATE # 1347

DATE 02/11/2022

EXPIRATION DATE 12/31/2022

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual Warranty	Annual Equipment Warranty Justice of the Peace JP 1-2 11/1/2022 - 10/31/2023	1	1,271.00	1,271.00
Annual Warranty	Annual Equipment Warranty 6 Tax Offices 11/1/2022 - 10/31/2023	1	7,508.00	7,508.00
Annual Warranty	Annual Equipment Warranty Dist. Clerk Richmond Passport Office 11/1/2022 - 10/31/2023	1	1,722.00	1,722.00
Annual Warranty	Annual Equipment Warranty 4 County Clerk Offices 11/1/2022 - 10/31/2023	1	4,803.00	4,803.00
Annual Warranty	Annual Equipment Warranty and Software License Enterprise Hardware and Software Upgrade 11/1/2022 - 10/31/2023	1	24,410.00	24,410.00
99080	Online Appointment Scheduler 11/1/2022 - 10/31/2023	1	8,000.00	8,000.00
13208	GALA Annual SMS Fee (100,000 SMS per month) 11/1/2022 - 10/31/2023	1	13,200.00	13,200.00
Annual Warranty	Annual Equipment Warranty Add on Equipment for Upgrade 11/1/2022 - 10/31/2023	1	2,009.00	2,009.00
Annual Warranty	Annual Equipment Warranty District Clerk - Sienna 11/1/2022 - 10/31/2023	1	703.00	703.00
Annual Warranty	Annual Equipment Warranty Justice of the Peace JP - 4 11/1/2022 - 10/31/2023	1	1,234.00	1,234.00

This quote will remain valid through December 2022

TOTAL

\$64,860.00

Remit To: NEMO-Q
 By Mail: PO Box 6090, McKinney, TX 75071
 By ACH: Bank - JP Morgan Chase
 Routing # - 111000614 Account # - 876031878
 Swift Code - CHASUS33

EXHIBIT II

**NEMO-Q**

4023 West University Drive, Building B
McKinney, TX 75071
972-347-1766 phone
972-347-1768 fax
www.nemo-q.com

April 8, 2022

To whom it may concern,

This letter is to certify that NEMO-Q, Inc., located in McKinney Texas, is the only entity in the United States and Canada authorized to sell, distribute, service and or warranty NEMO-Q proprietary software, hardware and printer paper. Further, using any printer paper that is not approved by NEMO-Q will void the warranty on those printers.

Sincerely,

A handwritten signature in cursive script that reads 'Debbie Dickenson'.

Debbie Dickenson
CFO