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

THIS FOURTH AMENDMENT (“Fourth 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 on or about January 19, 2021, January 25, 2022, and January 3, 2023 (collectively the "Agreement") and incorporated by reference, and now wish to add equipment in accordance with the attached and incorporated Exhibit "J" (the "Product").

NOW, THEREFORE, County and 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 for annual equipment warranty and software licenses as described in Nemo-Q's Invoice # 12885, attached as Exhibit "J" and incorporated fully by reference.
2. **Limit of Appropriation.** Nemo-Q's fees shall be calculated at the rates set forth in the attached Exhibit "J". The Maximum Compensation for the performance of services within the Scope of Services as described in the Agreement and Exhibit J is increased to Sixty-Five Thousand Two Hundred Nine dollars and 00/100 (\$65,209.00). 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 Sixty-Five Thousand Two Hundred Nine dollars and 00/100 (\$65,209.00), 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 Sixty-Five Thousand Two Hundred Nine dollars and 00/100 (\$65,209.00).
3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Fourth Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Fourth Amendment. This Fourth 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 Fourth 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 Fourth 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

Kim Brooks

Authorized Agent- Printed Name

ATTEST

Director of Operations

Title

09/21/2023

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 J: Nemo-Q's Invoice # 12885

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EXHIBIT J

NEMO-Q, Inc.

4023 W University Dr, Bldg B
McKinney, TX 75071 US
(469) 774-1640
accounting@nemo-q.com
www.nemo-q.com



INVOICE

BILL TO

Fort Bend County
County Auditor
301 Jackson
Richmond, TX 77469

SHIP TO

Fort Bend County
Justice of the Peace 1-2
6610 FM 359 South, #600
Fulshear, TX 77441

INVOICE # 12885**DATE** 07/21/2023**DUE DATE** 08/11/2023**TERMS** Net 30**P.O. NUMBER**

Added Equip JP1-2

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual Warranty	Annual Equipment Warranty and Software License For added equipment to JP1-2 4/19/2023 - 10/31/2023	1	349.00	349.00

Your warranty is currently past due at this time.
I have changed the due dates to ensure you
have a moment to get it remitted, but your
equipment is currently not available for service
& we would truly like to keep Fort Bends new
equipment within our care.
Please feel free to reach out with any
questions or needs!

BALANCE DUE

\$349.00

accounting@nemo-q.com

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