#### SIXTH AMENDMENT TO NEMO-Q, INC.'S AGREEMENT

THIS SIXTH AMENDMENT ("Sixth 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, January 3, 2023, October 10, 2023, and January 9, 2024 (collectively the "Agreement") and incorporated fully by reference, and now wish to renew service in accordance with the attached and incorporated Exhibit "L" for annual warranty and software license services (the "Product"); and

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 license services as described in Nemo-Q's Invoice (Estimate # 1718), attached as Exhibit "L" and incorporated fully by reference.
- 2. **Term**. This Agreement shall renew and this Fifth Amendment is effective as of November 1, 2024, and shall expire no later than October 31, 2025, 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 L. The Maximum Compensation for the performance of services within the Scope of Services as described in the Agreement and Exhibit L is increased to Sixty-Seven Thousand, Nine Hundred Forty-Three dollars and 00/100 (\$67,943.00). 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-Seven Thousand, Nine Hundred Forty-Three dollars and 00/100 (\$67,943.00), specifically allocated to fully discharge any and all liabilities County may incur concerning Exhibit L. 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 concerning Exhibit L shall not under any conditions, circumstances, or interpretations thereof

exceed Sixty-Seven Thousand, Nine Hundred Forty-Three dollars and 00/100 (\$67,943.00).

- 4. **Modifications**. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 5. **Conflict**. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- 6. **Understanding, Fair Construction.** By execution of this Fifth Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Fifth Amendment. This Fifth Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Sixth 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 Sixth 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.
	Erik Berg
KP George, County Judge	Authorized Agent – Signature
	Erik Berg
Date	Authorized Agent- Printed Name
ATTEST	VP
	Title
	10/29/24
Laura Richard, County Clerk	Date
REVIEWED:  Loby Double  Information Technology Department	<u>-</u>
AUDITOR'S	S CERTIFICATE
I hereby certify that funds are available and pay the obligation of Fort Bend County ur	-
	Robert Ed Sturdivant, County Auditor

 $i:\ \ agreements \ \ \ it\ \ nemo-q,\ inc.\ (23-it-100278-a2) \ \ fifth\ amendment\ to\ agreement\ with\ nemo-q,\ inc.docx\ aw$ 

Exhibit L: Nemo-Q's Invoice (Estimate # 1718)

# **EXHIBIT L**

#### NEMO-Q, Inc.

4023 W University Dr, Bldg B Mckinney, TX 75071 US +19723471766 ar@nemo-q.com www.nemo-q.com



## **Estimate**

**ADDRESS** SHIP TO

Fort Bend County Fort Bend County **County Auditor** Tax Assessor

301 Jackson St 1317 Eugene Heimann Circle

Richmond, TX 77469 Richmond, TX 77469

**ESTIMATE #** 1718 **DATE** 03/04/2024 EXPIRATION DATE 09/30/2024

### P.O. NUMBER

**Annual Fees** 

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
99225	Annual Blue Warranty for Equipment and Software License 6 Tax Offices: Sugar Land, Sienna Plantation, Richmond, Needville, Missouri City and Katy 11/1/24 - 10/31/25	1	8,451.00	8,451.00
99225	Annual Blue Warranty for Equipment Dist. Clerk Richmond Passport Office 11/1/24 - 10/31/25	1	1,827.00	1,827.00
99225	Annual Blue Warranty for Equipment District Clerk - Sienna 11/1/24 - 10/31/25	1	746.00	746.00
99225	Annual Blue Warranty for Equipment 4 County Clerk Offices 11/1/24 - 10/31/25	1	5,095.00	5,095.00
99225	Annual Blue Warranty for Equipment  Justice of the Peace JP - 4  11/1/24 - 10/31/25	1	1,309.00	1,309.00
99225	Annual Blue Warranty for Equipment Justice of the Peace JP 1-2 11/1/24 - 10/31/25	1	1,287.00	1,287.00
99225	Annual Blue Warranty for Equipment Add on Equipment for Upgrade 11/1/24 - 10/31/25	1	2,132.00	2,132.00
99225	Annual Blue Warranty for Equipment and Software License - GALA Enterprise 16 Offices 11/1/24 - 10/31/25	1	25,896.00	25,896.00
99082	NEMO-Q Appointment Scheduler - Year 2+ GALA Enterprise 16 Offices 11/1/24 - 10/31/25	1	8,000.00	8,000.00
99275	Annual SMS License Fee 100,000 SMS Segments per Month	1	13,200.00	13,200.00

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

ACTIVITY DESCRIPTION QTY RATE AMOUNT

GALA Enterprise 16 Offices 11/1/24 - 10/31/25

Please send us a Purchase Order in order to issue the invoice. If you have any questions, please contact us at ar@nemo-q.com.

**TOTAL** 

\$67,943.00

Accepted By Accepted Date