

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS SECOND AMENDMENT ("Second 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 (collectively the "Agreement"), attached hereto as Exhibit "I" and incorporated herein for all purposes, for annual equipment warranty and software license services (the "Product"). County and Nemo-Q desire 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 # 1245, attached as Exhibit "II" and incorporated fully by reference.
2. **Term.** This Agreement shall renew and this Second Amendment is effective as of November 1, 2021 and shall expire no later than October 31, 2022, 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 II. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit II is \$61,708.00. 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 \$61,708.00, 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 \$61,708.00.
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 Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second 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 Second 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 Second 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



County Judge KP George

KP George, County Judge

NEMO-Q, INC.

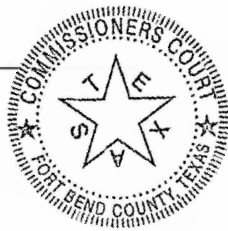


Authorized Agent – Signature

January 25, 2022

Date

ATTEST





Laura Richard, County Clerk



Authorized Agent- Printed Name

CFO

Title

December 27, 2021

Date

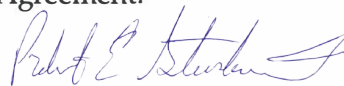
REVIEWED:



Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 61,708.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit I: Nemo-Q's Agreement, previously executed by the parties on or about March 5, 2020, and as amended on or about January 19, 2021; and

Exhibit II: Nemo-Q's Estimate # 1245

EXHIBIT I

STATE OF TEXAS

COUNTY OF FORT BEND

33

AMENDMENT TO NEMO-Q, INC.'S AGREEMENT

THIS AMENDMENT ("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, (the "Agreement"), attached hereto as Exhibit "1" and incorporated herein for all purposes, for annual equipment warranty and software license services (the "Product"). County and Nemo-Q desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Nemo-Q shall continue to provide Product as described in Nemo-Q's Estimate # 1148, attached as Exhibit "2" and incorporated fully by reference.
2. **Term.** This Agreement shall renew and this Amendment is effective as of November 1, 2020 and shall expire no later than October 31, 2021, 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 2. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit 2 is \$20,691.84. 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 \$20,691.84, 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 \$20,691.84.
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 Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall

be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

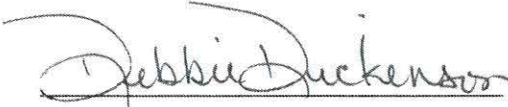
IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further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

FORT BEND COUNTY


Jaime Kovar, Purchasing Agent

1/19/2021
Date

NEMO-Q, INC.


Authorized Agent - Signature

Debbie Dickenson
Authorized Agent- Printed Name

CFO
Title

Jan 13, 2021
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 20,691.84 to accomplish and pay the obligation of Fort Bend County under this Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit 1: Nemo-Q's Agreement, previously executed by the parties on or about March 5, 2020;
and

Exhibit 2: Nemo-Q's Estimate # 1148

EXHIBIT 1

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO NEMO-Q, INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") 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 (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Nemo-Q's Invoices #9549 and #9748, and the Warranty Coverage (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for specified annual equipment warranty and software license services (the "Product"); and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Term.** The term of the Agreement is effective as of November 4, 2019, and shall expire no later than October 31, 2020, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
3. **Limit of Appropriation.** 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 Sixteen Thousand, Three Hundred Fifty and 00/100 dollars (\$16,350.20), 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 Sixteen Thousand, Three Hundred Fifty and 00/100 dollars (\$16,350.20).
4. **Confidential Information.** Nemo-Q expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Nemo-Q shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information

and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Nemo-Q for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Nemo-Q in any way associated with the Agreement.
7. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Nemo-Q verifies Nemo-Q does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2251.152 Acknowledgment: By signature below, Nemo-Q represents pursuant to § 2252.152 of the Texas Government Code, that Nemo-Q is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2253.153.
9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, NEMO-Q ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** Nemo-Q may use County's name without County's prior written consent only in any Nemo-Q's customer lists, any other use must be approved in advance by County.
12. **Product Assurance.** Nemo-Q represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Nemo-Q to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Nemo-Q will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Nemo-Q's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement

and Nemo-Q's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
18. **Compliance with Laws.** NEMO-Q shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, NEMO-Q shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
19. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Addendum 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 Addendum 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

Jamie Kovar

Jamie Kovar

Interim Purchasing Agent

3/5/2020

Date

NEMO-Q, INC.

Dobbie Dickenson

Authorized Agent - Signature

Dobbie Dickenson

Authorized Agent- Printed Name

CFO

Title

March 3, 2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 16,350.20 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Nemo-Q's Invoices #9549 and #9748, and the Warranty Coverage

Exhibit A

Exhibit A
NEMO-Q, Inc.
PO Box 6090
McKinney, TX 75071 US
972-347-1766
accounting@nemo-q.com
nemo-q.com



INVOICE

BILL TO

Fort Bend County
County Auditor
301 Jackson
Richmond, TX 77469

SHIP TO

Fort Bend County
Tax Assessor
1317 Eugene Helmann Circle
Richmond, TX 77469

INVOICE # 9549

DATE 10/10/2019
DUE DATE 11/03/2019
TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual Warranty	Annual Equipment Warranty and Software License 11/4/2019 - 10/31/2020 Tax Offices: Richmond \$2080 Katy \$1480 Missouri City \$1260 Sugar Land \$1260 Sienna Plantation \$2405	1	8,485.00	8,485.00
Annual Warranty	Annual Equipment Warranty and Software License 11/4/2019 - 10/31/2020 Tax Offices Missouri City Upstairs Needville	1	897.00	897.00

BALANCE DUE

\$9,382.00

Remit To: NEMO-Q

PO Box 6090, McKinney, TX 75071

Exhibit A
NEMO-Q, Inc.
PO Box 6090
McKinney, TX 75071 US
972-347-1766
accounting@nemo-q.com
nemo-q.com



INVOICE

BILL TO

Fort Bend County
County Auditor
301 Jackson
Richmond, TX 77469

SHIP TO

Fort Bend County
Tax Assessor
1317 Eugene Helmann Circle
Richmond, TX 77469

INVOICE # 9748

DATE 01/09/2020
DUE DATE 02/07/2020
TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual Warranty	Annual Equipment Warranty and Software License 3/16/2020 - 10/31/2020 District Clerk - Passport Office Includes 20% discount	1	1,045.55	1,045.55
Annual Warranty	Annual Equipment Warranty and Software License 5/11/2020 - 10/31/2020 County Clerk - Richmond Includes 20% discount	1	590.60	593.60
Annual Warranty	Annual Equipment Warranty and Software License County Clerk - Katy 7/20/2020 - 10/31/2020 - \$320.47 County Clerk - Sienna Plantation 7/13/2020 - 10/31/2020 - \$342.66 Includes 20% discount	1	663.13	663.13
99150	Wait Anywhere Annual 7/10/2020 - 10/31/2020 11 Offices total (Tax, County Clerk & District Clerk) Includes 20% discount	1	3,812.55	3,812.55
SMS License	Yearly SMS License Fee 7/10/2020 - 10/31/2020 11 Office total (Tax, County Clerk, District Clerk) Includes 20% discount	1	863.37	863.37

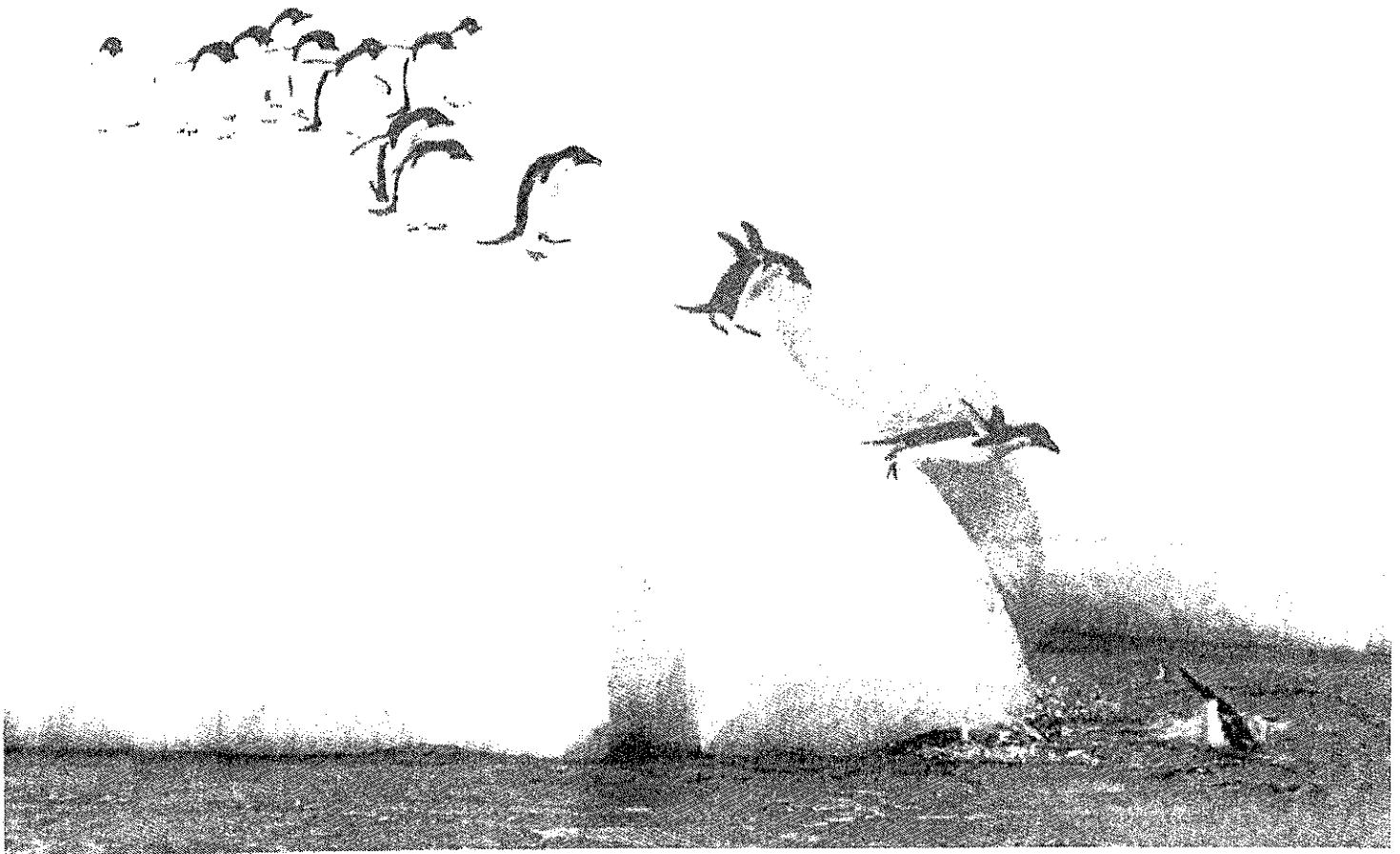
BALANCE DUE

\$6,968.20

Remit To: NEMO-Q
By Mail: PO Box 6090, McKinney, TX 75071



NEMO-Q WARRANTY COVERAGE



4023 W. University Drive, Bldg. B | McKinney, TX 75071

972-347-1766 | www.nemo-q.com

Table of Contents

Warranty	2
Goals and Objectives	2
Effective Date	2
Coverage.....	2
Service and Support	5

Warranty

Goals and Objectives

The goal of this coverage is to ensure that the proper elements and commitments are in place to provide consistent product service and support to the Customer.

The objectives of this coverage are to:

- *Provide clear reference to service ownership, accountability, roles and/or responsibilities.*
- *Present a clear, concise and measurable description of service provision to the customer.*
- *Match perceptions of expected service provision with actual service support & delivery.*

Effective Date

This coverage is valid from the Effective Date of the coverage period for 12 months.

Coverage

In the event of system and/or component failure, NEMO-Q will address the issue per the schedule below with the assistance of the Customer. NEMO-Q provides unlimited and ongoing phone support 8am – 5pm (CST) business days, free of charge, during the term of this coverage via our Technical Support Center (TSC). Our customers can expect a response time of 20 minutes or less for troubleshooting calls during our business day.

Incident Severity	Response Time Targets	Resolution Time Targets	Escalation Procedure
High Impact - System unusable	1 Hour Maximum	Final Resolution within: 4 hours Parts Shipped: Next Day	See Below
Medium Impact - System useable with restricted functionality or performance	4 Hours Maximum	Final Resolution within: 8 Business hours Parts Shipped: 2nd Day	See Below
Low Impact - System useable with minor impact on functionality or performance	8 Business Hours Maximum	Final Resolution within: 40 hours (1 business week) Parts Shipped: Ground	See Below

High Impact Escalation Procedure

A NEMO-Q authorized technician will work with the local customer to walk through trouble shooting steps to isolate and identify the issue. This will allow our technicians to quickly diagnose the problem and in most cases get the system back online. Should a High Impact issue not be resolved within 4 business hours the issue will be escalated to NEMO-Q management.

If an issue **cannot be resolved** over the phone, with a minor part replacement or with a minor repair then a Company authorized technician will be sent to the location at the next available opportunity.

Medium Impact Escalation Procedure

A NEMO-Q authorized technician will work with local staff over the phone to diagnose and fix the problem. Obviously, working with local staff will be at their convenience. If it has been determined that a minor part replacement will resolve the issue, then a part will be sent by Company and Customer assistance will be required to replace the part with the support of a Company technician over the phone. Should a Medium Impact issue not be resolved within 8 business hours the issue will be escalated to NEMO-Q management.

If an issue **cannot be resolved** over the phone, with a minor part replacement or with a minor repair then a Company authorized technician will be sent to the location at the next available opportunity.

Low Impact Escalation Procedure

A NEMO-Q authorized technician will work with local staff over the phone to diagnose and fix the problem. Obviously, working with local staff will be at their convenience. If it has been determined that a minor part replacement will resolve the issue, then a part will be sent by Company and Customer assistance will be required to replace the part with the support of a Company technician over the phone. Should a Low Impact issue not be resolved within 4 business days the issue will be escalated to NEMO-Q management.

If an issue **cannot be resolved** over the phone, with a minor part replacement or with a minor repair then a Company authorized technician will be sent to the location at the next available opportunity.

NEMO-Q Warranty

What does the warranty cover?

The NEMO-Q Systems; ticket printers, displays, interfaces and other hardware, hereafter called the "equipment", that were purchased from NEMO-Q are covered under this warranty. The NEMO-Q equipment must be fully operational at the time of purchase of this warranty.

What is the period of coverage?

Your equipment from NEMO-Q is warranted to the original purchaser for a period of one (1) year from the date of the purchase of the warranty. For new system sales this warranty coverage is included and begins the first day of system operation. Extended warranty coverage is in 12 month increments.

What will we do if a part is found defective?

During the above one year period we will repair, adjust and / or replace the equipment or its defective parts with a new or reconditioned model of equivalent quality, at NEMO-Q's discretion,

without charge to you. If any equipment is replaced it will continue with the warranty of the original equipment.

What is not covered by the warranty?

The warranty does not cover equipment that has been damaged by one or more of the following, but not limited to:

- moves, adds or changes
- accident
- unreasonable use
- neglect
- improper service through an agent other than NEMO-Q
- acts of God
- power outages
- power surges
- network spikes
- network reconfiguration impacting the system, without prior notification of the NEMO-Q TSC
- Performing service, remedial maintenance or part replacement activity on a system without first contacting the NEMO-Q TSC
- Using unauthorized "paper" tickets in NEMO-Q provided printers

How can you get service?

Telephone support to Customer Service # 469-712-6400; 8:00 A.M. to 5:00 P.M. Monday - Friday Central Time Zone USA, Email support to support@nemo-q.com : Monitored 8:00 A.M. to 5:00 P.M. Monday - Friday; Emails will be handled with the same sense of urgency as telephone calls to the customer service number.

What is the sequence of events to resolve an issue?

We have several steps that may need to be taken prior to issue resolution. Some of the steps will require assistance on your part.

- We will work with you to define the issue. This will involve conversations over the phone between one of our technicians and one of your supervisors, IT representative, facilities representative or other authorized person.
- If it has been determined that a minor part replacement will resolve the issue, then a part will be sent and your assistance will be required to replace the part with the support of a NEMO-Q technician over the phone.
- If it has been determined that a minor repair will resolve the issue, for example clearing a paper jam, then a technician will walk you through the process over the phone.
- If an issue cannot be resolved over the phone, through remote access, with a minor part replacement or with a minor repair then a technician will be sent to the location at the next available opportunity.

Who will pay for expenses if travel is required to resolve the issue?

If travel is required to your site to repair/replace warranted, covered parts, then we will pay for all associated travel costs. If several issues are resolved during our visit and all issues are not covered under warranty, then partial payment may be divided accordingly between both parties.

Are there any other conditions?

We reserve the right to appoint any other NEMO-Q authorized technician for the purpose of warranty undertakings and service. This will not affect your warranty.



Service and Support

If you need assistance with your NEMO-Q System, have questions or need clarification call our tech support number: 469-712-6400 or you can send any non-urgent questions to our tech support email:

support@nemo-q.com

IT IS OUR PRIVILEGE TO HAVE YOU AS A CUSTOMER!



EXHIBIT 2

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
 Richmond, TX 77469

SHIP TO

Fort Bend County

ESTIMATE # 1148

DATE 09/10/2020

EXPIRATION DATE 11/30/2020

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual Warranty	Annual Equipment Warranty 11/1/2020 - 10/31/2021 District Clerk - Passport Reduced an additional 20% for new software	1	1,338.24	1,338.24
Annual Warranty	Annual Equipment Warranty 11/1/2020 - 10/31/2021 County Clerk- Richmond Reduced an additional 20% for new software	1	988.80	988.80
Annual Warranty	Annual Equipment Warranty 11/1/2020 - 10/31/2021 County Clerk -Katy County Clerk - Sienna Plantation Reduced an additional 20% for new software	2	913.60	1,827.20
99150	Wait Anywhere Monthly Recurring Fee 11/1/2020 - 10/31/2021 6 Tax Offices Removed County and District Clerks because the new software does not currently work with Wait Anywhere	1	6,744.00	6,744.00
SMS License	Yearly SMS License Fee (for Wait anywhere) 11/1/2020 - 10/31/2021 6 Tax Offices Removed County and District Clerks as they will not be using Wait Anywhere	1	1,527.00	1,527.00
Annual Warranty	Annual Equipment Warranty and Software License 6 Tax offices 11/1/2020 - 10/31/2021 Richmond \$1664 Katy \$1184 Sugar Land \$1008 Sienna Plantation \$1924 Missouri City Upstairs & Needville \$717.60	1	7,505.60	7,505.60
Annual Warranty	Annual Equipment Warranty 11/1/2020 - 10/31/2021	1	761.00	761.00

Remit To: NEMO-Q
 By Mail: PO Box 6090, McKinney, TX 75071

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	County Clerk - Missouri City			
	Reduced by additional 20% for new software			

Beverly, Here is the next one that takes
everything from 11/1/2020 - 10/31/2021
I have kept the 20% discount through 2021.

TOTAL

\$20,691.84

Accepted By

Accepted Date

Remit To: NEMO-Q
By Mail: PO Box 6090 McKinney, TX 75071

Exhibit 2

EXHIBIT II

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 # 1245

DATE 03/10/2021

EXPIRATION DATE 09/30/2021

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual Warranty	Annual Equipment Warranty Justice of the Peace JP 1-2 11/1/2021 - 10/31/2022	1	1,234.00	1,234.00
Annual Warranty	Annual Equipment Warranty 6 Tax Offices 11/1/2021 - 10/31/2022	1	7,289.00	7,289.00
Annual Warranty	Annual Equipment Warranty Dist. Clerk Richmond Passport Office 11/1/2021 - 10/31/2022	1	1,672.00	1,672.00
Annual Warranty	Annual Equipment Warranty 4 County Clerk Offices 11/1/2021 - 10/31/2022	1	4,663.00	4,663.00
Annual Warranty	Annual Equipment Warranty and Software License Enterprise Hardware and Software Upgrade 11/1/2021 - 10/31/2022	1	23,699.00	23,699.00
99080	Online Appointment Scheduler 11/1/2021 - 10/31/2022	1	8,000.00	8,000.00
15603 (deleted)	GALA Annual SMS Fee (100,000 SMS per month) 11/1/2021 - 10/31/2022	1	13,200.00	13,200.00
Annual Warranty	Annual Equipment Warranty Add on Equipment for Upgrade 11/1/2021 - 10/31/2022	1	1,951.00	1,951.00

TOTAL

\$61,708.00

Accepted By

Accepted Date

Remit To: NEMO-Q
By Mail: PO Box 6090, McKinney, TX 75071

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NEMO-Q, Inc
McKinney, TX United States

Certificate Number:
2022-839282

Date Filed:
01/12/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21427
Queue Management system Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



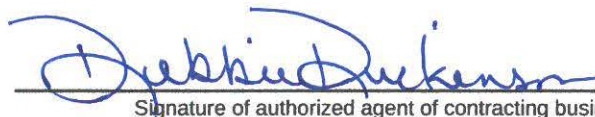
6 UNSWORN DECLARATION

My name is Debbie Dickenson, and my date of birth is 06/12/1958.

My address is 709 Windy Hill Dr (street), McKinney (city), TX (state), 75071 (zip code), Collin (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 12 day of Jan, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

NEMO-Q, Inc
McKinney, TX United States

Certificate Number:
2022-839282

Date Filed:
01/12/2022

Date Acknowledged:
01/25/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21427
Queue Management system Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)