
SYSTEM SERVICE AGREEMENT



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AGREEMENT OVERVIEW

This Agreement represents a System Parts and Remedial Maintenance Agreement ("Agreement") between NEMO-Q Inc. (The Company), Federal ID 14-1906060 DUNS 19-274-2901 and (the Customer) Collin County, located at 2300 Bloomdale Rd., Suite 3100, McKinney, TX 75071 with an Effective Date of 1/1/24 for the NEMO-Q SYSTEMS; Nemo-Q software, ticket printers, displays, interfaces and other hardware, hereafter called the "equipment", that were purchased from NEMO-Q. The SYSTEM(S) covered by this agreement are listed in final quotation or purchase order.

This Agreement remains valid as long as annual warranty fees are paid, until superseded by a revised agreement mutually endorsed by the Company and Customer.

This Agreement outlines the parameters of all services covered as they are mutually understood by the Company and the Customer.

Goals and Objectives

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

The objectives of this Agreement 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.
- Define the hardware coverage (warranty or extended warranty) covered by this agreement.

Effective Date

This Agreement is valid from the Effective Date outlined above and is valid if annual warranty fees are paid, for a term of one (1) year with the option to renew for additional one year periods, unless written notification is provided thirty (30) days prior to the end of an annual term. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect if annual warranty fees are paid, unless a defined written notice is provided.

Service Agreement

The following detailed service parameters are the responsibility of the Service Provider, Company, in the ongoing support of this Agreement. The First year from the "In Service" date is considered **Warranty Period** and Blue Service Coverage is included in the original sales price. Should Gold Service Coverage be selected the difference between the Annual Blue Coverage and Annual Gold Coverage shall be due with the installation of the system, in line with agreed to net terms, for the First year Warranty Period.

Service and Parts Warranty Scope

The following Parts Warranty and Remedial Maintenance Services are covered by this Agreement;

- Hardware parts replacement when defined as "covered",
- Manned telephone support as defined by the selected level of Service,
- Monitored email support as defined by the selected level of Service,
- Remote assistance using *TeamViewer* where available and when authorized by Customer. *Should TeamViewer or other customer approved remote access not be allowed, additional service fees may apply.*
- Planned or Emergency Onsite assistance (extra costs may apply)

Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Software upgrades of Windows operating system software. If NEMO-Q assistance is required because of such an upgrade, additional costs may apply.

Company Requirements

Company responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- The agreement provides for replacement of any inoperable covered equipment, devices, or components with new or certified refurbished equipment.
- Maintain access to Collin County approved remote support tool.

Service Management

Effective support of services is a result of maintaining consistent service levels. The service response times are contingent upon Company's ability to remotely access and service the system(s) using *TeamViewer* or other agreed upon and approved access methods. The following sections provide relevant details on service availability, monitoring of services and related components.

Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- **Business Day support to Customer Service # 469-712-6400 or support@nemo-q.com : 8:00 A.M. to 5:00 P.M. Monday – Friday Central Time Zone, USA.**
- **Emails will be handled with the same response times as telephone calls to Customer Service.**
- **1 For shipping outside of the USA additional shipping charges will apply. These charges will vary by the size and weight of the shipment and will be billed additional to the agreement amount. Also, additional business days may be required for shipments outside of the USA.**

NEMO-Q BLUE:

Parts Shipped¹: 2 Business Days for High Impact, Otherwise; Ground

Incident Severity	Response Time	On Site Support
High Impact - system unusable	Live or return call within 30 minutes (Within coverage hours)	Within 4 business days once determined on site required
Medium Impact - system useable with severely restricted functionality or performance	Live or return call within 1 Coverage Hour	Within 10 business days once determined on site required
Low Impact - system useable with minor impact on functionality or performance	Live or return call within 1 Coverage Hour	Within 15 business days once determined on site required Delays due to airlines or weather are exclusive.

All incidents reported outside of coverage hours will be prioritized the next business day

Problem Resolution Process

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

1. Initial efforts between Company and Customer are to define the issue. This will involve conversations over the phone or via an email exchange between Company technician(s) and authorized Customer contact. A service ticket will be assigned for all issues.
2. If the issue cannot be resolved in step 1, then Company can remote into Customer system, if authorized, using *TeamViewer* or other approved access methods.
3. 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.
4. For this agreement, minor part replacement for parts previously purchased from Company, may include, but is not limited to:
 - a. Replacing a printer or printer part,
 - b. Replacing a hardware control module,
 - c. Replacing a control pad.
 - d. Replacing an amplifier,
 - e. Replacing a customer feedback panel,
 - f. Replacing a kiosk computer,
 - g. Replacing an engine computer,
 - h. Replacing a media computer,

- i. Replacing a part that requires unplugging cables of old and plugging in cables of new.
5. Upon replacement the customer is to send the broken or defective part back to NEMO-Q. A shipping label will be provided.
6. If it has been determined that a minor repair will resolve the issue, for example clearing a paper jam, then a Company technician will walk a Customer representative through the process over the phone.
7. If an issue **cannot be resolved** over the phone, through remote access, with a minor part replacement or with a minor repair, then an authorized Company technician will be sent to the location at the next available opportunity and in accordance with onsite assistance response times of the defined Company plan (NEMO-Q Gold or NEMO-Q Blue).

Remedial Action on Defective Parts

During the above one-year period Company will repair, adjust and / or replace the equipment or its defective parts with a new or reconditioned model of equivalent quality, at Company's discretion and in accordance with the defined service plan, without charge to Customer. If any equipment is replaced, it will continue with the warranty or service agreement coverage of the original equipment.

Not Covered by Warranty or Service Agreement

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

- Unauthorized moves of the equipment
- Accident or vandalism
- Unreasonable use
- Neglect
- Improper service through an agent other than NEMO-Q Authorized Technician
- Acts of God
- Power outages
- Power surges
- Network spikes
- Network reconfiguration impacting the system, without prior notification and approval of NEMO-Q.
- Performing service, remedial maintenance or part replacement activity on a system without first contacting NEMO-Q.
- Using unauthorized "paper" tickets in NEMO-Q provided printers
- Shipping delays that may occur that are outside of the defined days in this agreement.

Fees

To remain under active service coverage, customer shall pay annual fee on or before the Expiration Date each year. The Company reserves the right to adjust fees annually, based on current costs. Payments will be made in accordance with VTCA Section 2251.021 Time for Payment by Government Entity.

Expenses

If travel is required to a Customer site to repair/replace covered parts, then Company will pay for all associated travel costs under NEMO-Q GOLD AND NEMO-Q BLUE if travel occurs in the timeframes defined herein. Should the Customer request the travel occur sooner than the defined timeframes, the additional expenses (typically additional airfare) shall be billable. If several issues are resolved during the visit and all issues are not covered under warranty or the Service Agreement, then partial payment may be divided accordingly between both parties.

Authorized Technical Assistance

Company reserves the right to appoint any third party company for the purpose of warranty and service agreement preventive or remedial work. This assignment will not affect any aspect of the warranty or Service Agreement.

Miscellaneous Provisions

Assignment: This Agreement is non-assignable by Customer without prior written agreement of the Company. The Company shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

Governing Law: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, USA. This agreement is performable in Collin County, TX.

Binding Upon Successors: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

Entire Agreement: This Agreement constitutes the entire agreement between the Company and the Customer with respect to the terms of the service of the System(s) by the Company and supersedes all prior agreements and understandings, whether written or oral, between them concerning such terms of employment.

Waiver and Amendments, Cumulative Rights and Remedies.

This Agreement may be amended, modified or supplemented, and any obligation hereunder may be waived, only by a written instrument executed by the parties hereto. The waiver by either party of a breach of any provision of the Agreement shall not operate as a waiver of any subsequent breach.

No failure on the part of any party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, no shall any single or partial exercise of any such right or remedy by such party preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies hereunder are cumulative and are in addition to all other rights and remedies provided by law, agreement or otherwise.

The Company's obligations to the Customer and the Customer's rights and remedies hereunder are in addition to all other obligations of the Company and rights and remedies of the Consultant created pursuant to any other agreement.

Construction: Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. This Agreement shall not be construed or interpreted against any party on the basis that such party drafted or authored a particular provision, parts of or the entirety of this Agreement.

Severability: In the event that any provision or provisions of this Agreement is held to be invalid, illegal or unenforceable by any court of law or otherwise, the remaining provisions of this Agreement shall nevertheless continue to be valid, legal and enforceable as though the invalid or unenforceable parts had not been included therein. In addition, in such event the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible with respect to those provisions which were held to be invalid, illegal or unenforceable.

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Indemnification: To the fullest extent allowed by law, the Company shall defend, indemnify, and hold harmless Collin County from any third-party claim or action.

Expenses for Enforcement: In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and the court costs incurred in connection with such enforcement including collection.

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this

Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Signatures

IN WITNESS WHEREOF, the Company and the Customer have executed this Agreement under to be effective as of the date first above written.

COMPANY: NEMO-Q, INC.

By: (Signature) Michael Berg

Print name: Michael Berg

Title: CEO

Date: 11/15/2023

CUSTOMER:

By: (Signature) Michelle Charnoski
DocuSigned by:
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Print name: Michelle Charnoski

Title: Purchasing Agent

Date: 12/6/2023

Court Order # 2023-1173-12-04