

Amendment to IMA



APPLICATION NO.
5871

MASTER AGREEMENT NO.
603-0271436-000

SUPPLEMENT NO.

Please check ONE of the following options:

- This is a Supplement** (financing new Equipment and; if a trade-up, removing Equipment from Agreement).
- This is an Amendment** (changing volume and/or overages; adding and/or removing Customer-owned assets).

Image Management Agreement or Equipment Lease and Service Agreement dated 10/20/2022 (the "Agreement")

Customer: Collin County, Texas ("Customer")
Company: Novatech, Inc. ("Company")

This Amendment (this "Amendment") is entered into by and between Customer and Company.

1. INCORPORATION AND EFFECT. This Amendment is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Amendment and any provision of the Agreement, the provision of this Amendment shall control.

2. ADDITIONAL EQUIPMENT (if any). If any equipment is listed below under "Additional Equipment Description," then this Section is part of the Amendment and Customer hereby agrees to rent from Company, in addition to the Equipment referenced in the Agreement that is not Removed Equipment (as defined below), such additional equipment (together with all existing and future accessories, attachments, replacements and additions thereto, the "Additional Equipment") upon the terms and conditions stated herein and in the Agreement. Such Additional Equipment shall, as of the Amendment Effective Date, be deemed to be "Equipment" or a similar term as used and defined in the Agreement. Customer hereby unconditionally represents and warrants to Company that (i) the Additional Equipment will be used solely for commercial purposes and not for personal, family or household purposes, (ii) all of the Additional Equipment has been fully delivered and installed at Customer's place of business, is operating in good working order, meets all of Customer's requirements, and is hereby irrevocably accepted by Customer, (iii) there are no related side agreements between Customer and any third party relating to the Additional Equipment, and (iv) no cancellation rights have been granted to Customer relating to the Additional Equipment, this Amendment or the Agreement.

| Equipment Information: | | Equipment Location (if different than current Equipment Location): | |
|--|---------------------------------------|--|--------------------------|
| <input type="checkbox"/> See Attached Equipment Schedule | | 2100 Bloomdale Road McKinney TX 75071 | |
| Quantity | Equipment Make, Model & Serial Number | Starting Meter | "Service Only" |
| 2 | Konica Minolta B450i | | <input type="checkbox"/> |
| | | | <input type="checkbox"/> |
| | | | <input type="checkbox"/> |

3. REMOVED EQUIPMENT (if any). If any equipment is listed below under "Removed Equipment Description," then this Section is part of the Amendment and Customer agrees that such items of Equipment are removed from the Agreement and, as of the Amendment Effective Date, shall not be deemed to be "Equipment" or a similar term as used and defined in the Agreement.

Removed Equipment Information:
 See Attached Equipment Schedule

| Quantity | Equipment Make, Model & Serial Number | Quantity | Equipment Make, Model & Serial Number |
|----------|---------------------------------------|----------|---------------------------------------|
| | | | |
| | | | |

4. NEW PAYMENT AND USAGE INFORMATION. The new periodic payment due under the Agreement, as of the Amendment Effective Date, shall be the amount set forth below, which payment is in addition to applicable taxes and other charges provided in the Agreement.

New Total Payment:

The amount below is your new TOTAL Payment for the Agreement (for all Equipment including any Additional Equipment).

Additional Payment attributable to Additional Equipment:

The Additional Payment shown below is ONLY for the Additional Equipment. Your new TOTAL Payment for the Agreement is the SUM of this Additional Payment plus Your current Payment under the Agreement.

| Payment*: \$ _____ (*plus applicable taxes) | | Additional Payment*: \$ 669.24 per quarter (*plus applicable) | |
|---|-----------------------------|---|-----------------------------------|
| B&W copies included per month: | Excess B&W copy charge*: | B&W copies included per quarter 2,125,000 | Excess B&W copy charge*: \$.0045 |
| Color copies included per month: | Excess Color copy charge*: | Color copies included per month: | Excess Color copy charge*: |
| B&W Prints included per month: | Excess B&W print charge*: | B&W Prints included per month: | Excess B&W print charge*: |
| Color Prints included per month: | Excess Color print charge*: | Color Prints included per month: | Excess Color print charge*: |

5. REMAINING AGREEMENT TERM. Unless "No Change to Remaining Term" is checked below, the new remaining term of the Agreement, as of the Amendment Effective Date, shall be the number of months set forth below.

- No Change to Remaining Term.
- Term: _____ months for Additional Equipment only (beginning on the Amendment Effective Date) and no change to remaining term of Agreement for all other Equipment.

6. MISCELLANEOUS. This Amendment is binding on Customer as of the date it is signed by Customer. This Amendment will take effect on the date that it is accepted by Company or any later date that Company designates (the "Amendment Effective Date"). This Amendment, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Amendment and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Amendment.

Customer (identified above): Collin County, Texas
Company (identified above): Novatech, Inc.

By: Michelle Charnoski Date: 1/10/2024 By: Scott Stahl Date: 1/10/2024
Print name: Michelle Charnoski, NIGP-CPP, CPPB Title: Purchasing Agent Print name: Scott Stahl Title: COO

Agreement Number: T3-3935572241

Master Agreement Number (if applicable):



Addendum

Title of lease, rental or other agreement: Image Management Agreement (the "Agreement")

Lessee/Renter/Customer: Collin County, Texas ("Customer")

Lessor/Lender/Owner: Novatech, Inc. ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. SERVICE PAYMENT INCREASE: Customer agrees that Company may increase the Payment and/or the applicable Overage Charges once each year during the Term, by an amount not to exceed five percent five (5%) per year.

3. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

| | | | |
|--|---|--|----------------------------------|
| Customer (identified above): <u>Collin County, Texas</u> | | Company (identified above): <u>Novatech, Inc.</u> | |
| <small>DocuSigned by:</small> | | <small>DocuSigned by:</small> | |
| By: <u>Michelle Charnoski</u> | Date: <u>1/10/2024</u> | By: <u>Scott Stahl</u> | Date: <u>1/10/2024</u> |
| <small>Print name:</small> <u>Michelle Charnoski, NIGP-CPP, CPPB</u> | <small>Title:</small> <u>Purchasing Agent</u> | <small>Print name:</small> <u>Scott Stahl</u> | <small>Title:</small> <u>COO</u> |
| | | Agreement Number: | |
| | | Master Agreement Number (if applicable): | |

2022-347
Original Court Order 2022-783-08-22
Amendment 2 to IMA (Image Management Agreement)
Court Order 2024-012-01-08