



NEMO-Q SYSTEM SALES AGREEMENT TERMS AND CONDITIONS

CUSTOMER COMPANY Name: Williamson County Tax Assessor Collector	
Contact Name(s): Larry Gaddes	
System Location, City: Georgetown	Address: 904 S Main Street
State: TX	Phone # / email: 512-943-1954
Tax ID #:	Effective Date: 8-9-2021
Purchase Order #:	NEMO-Q Quote #(s):

This Master Services Agreement (the "Agreement") is made as of the Effective Date set forth above between NEMO-Q, INC. (Nemo-Q), a Texas company having its principal place of business at 4023 W. University, Building B, McKinney, TX. 75071 and the Customer identified above. Nemo-Q and Customer are collectively referred to herein as the "Parties" and individually as a "Party". This Agreement sets forth certain rights and obligations governing the provisioning and delivery of Equipment and Services by Nemo-Q to Customer. The Agreement consists of Service Agreement, Equipment List and the General Terms and Conditions herein unless those Terms and Conditions are expressly superseded by the terms and conditions contained in any Amendment hereto duly executed by the Parties.

These NEMO-Q Terms and Conditions are made as of the Effective Date set forth above between NEMO-Q and the Customer identified above.

1. Definitions

(a) Agreement. "Agreement" means these Terms and Conditions and any accompanying price schedules.

(b) Customer. "Customer" means an end user customer which purchases Equipment and Services from NEMO-Q.

(c) Documentation. "Documentation" means any online or printed user manuals or functional specifications that are provided to Customer by NEMO-Q, and any derivative works of the foregoing.

(d) NEMO-Q Product. "NEMO-Q" means the NEMO-Q product(s) (Equipment) identified on a Nemo-Q quote.

(e) Purchase Order Form. "Purchase Order Form" means a document signed by authorized representatives of Customer and itemizing the NEMO-Q Products and Services purchased by an end user customer thereunder.

(f) Services. "Services" means Queuing and Queue Management services that NEMO-Q agrees to provide to a Customer pursuant to a Purchase Order Form.

(g) Target Installation Date. The start date of on-site installation as agreed upon the first five (5) business days after NEMO-Q receives the Purchase Order or the execution of this agreement, whichever occurs first.

(h) Software. "Software" means those computer programs provided to Customer as part of a NEMO-Q Product, including any replacements, updated versions or bug fixes that may be provided hereunder, and any derivative works of the foregoing.

2. Services and License

(a) Services. NEMO-Q shall provide and Customer shall use the underlying Services and Equipment as specified on the applicable Purchase Order Form, subject to the terms of Customer's agreement with NEMO-Q. To the extent Nemo-Q agrees to provide Services or Equipment not specified on a Purchase Order Form, Customer shall pay Nemo-Q its then current services rate, plus expenses, for such Services or Equipment.

(b) No Alteration of Services. Customer acknowledges and agrees that it will not alter any NEMO-Q Equipment or Software, in any manner, sold under the terms of this Agreement without prior consent from NEMO-Q. Furthermore, Customer acknowledges and agrees to indemnify NEMO-Q for any claim from any third party resulting from any such alteration of any NEMO-Q Product or Software by Customer. Such unauthorized alterations may result in the warranty being voided.

(c) License and Use Restrictions. See Attachment

3. Implementation, Support and Training.

(a) Implementation and Training by Resellers. NEMO-Q will provide Equipment configuration, implementation and initial training services at Customer location as identified on in this agreement and/or on the Purchase Order.

User Training shall be for not less than one (1) business hours per fifteen (15) workstations. Manager Training shall be for not less than two (2) business hours.

4. Financial Terms

(a) Compensation. Customer shall pay NEMO-Q based on the following:

(b) Thirty Three percent (33%) of the total price for software, equipment and services shall be invoiced upon NEMO-Q's receipt of Customer Purchase Order or this Agreement, whichever is first and payable prior to Equipment shipment from NEMO-Q to Customer or within thirty (30) business days, whichever is first.

(c) Thirty Three percent (33%) of the total price for software, equipment and services shall be invoiced upon shipment of said equipment from NEMO-Q to Customer and payable within fifteen (15) business days from the date of shipment.

(d) Thirty Four percent (34%) of the total price for software, equipment and services shall be invoiced upon the completion of the Target system installation and payable within fifteen (15) business days from the completion of said services. Should Target Date be met NEMO-Q shall reduce the final invoice to Thirty percent (30%) of the total price for software, equipment and services.

(e) Taxes. Customer shall pay or shall reimburse NEMO-Q for all applicable sales taxes and other taxes, however characterized by the taxing authority incurred on account of Customer with NEMO-Q under this Agreement, except for any taxes based upon NEMO-Q's net income.

5. Term and Termination

(a) Term. The term of this Agreement commences on the Effective Date hereof and will continue for an initial term of (one) 1 year. Thereafter, this Agreement will automatically renew for an unlimited number of additional one year terms unless either party notifies the other party of its intention not to renew at least 90 days in advance of the expiration of the then current term.

(b) Termination for Cause. Either party can terminate this Agreement for cause upon written notice to the other party:

if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 10 days of written notice by the other party specifying the amounts owed;

in the case of NEMO-Q, immediately upon any breach by Customer of Section 2(c) above;

in the case of NEMO-Q, immediately upon any breach of any confidentiality obligations owed to NEMO-Q by Customer;

if the other party has committed any other material breach of its obligations under this Agreement and has failed to cure such breach within 45 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 45 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or

in the case of NEMO-Q, upon the institution of bankruptcy or state law insolvency proceedings against Customer, if such proceedings are not dismissed within 30 days of commencement.

(c) Obligations Upon Termination. Upon termination of this Agreement:

NEMO-Q shall immediately terminate access to the Software by Customer; and

Should there be monies owed by Customer to Nemo-Q, Customer shall, within 5 days of termination, return all equipment provided to Customer by NEMO-Q.

6. Indemnification

(a) Indemnification. Customer shall indemnify NEMO-Q, NEMO-Q's affiliates, and all of its stockholders, officers, directors, agents, and employees (each, an "Indemnified Party") at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to any claim by an unaffiliated third party (i) alleging that the use in accordance with this Agreement of the Software or the Services infringes or misappropriates any intellectual property or privacy rights of the unaffiliated third party; (ii) that arises or is alleged to have arisen solely out of the negligence or intentional misconduct of the indemnifying party (each a "Third Party Claim"); (iv) that arises or is alleged to have arisen out of the alteration of any NEMO-Q Product, the Software or Services by Customer, or (iv) damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful misconduct of the Indemnifying Party or its agents, servants, employees, contractors or representatives. NEMO-Q has no liability for, and no obligation to indemnify CUSTOMER against, any Third Party Claim arising or alleging based in whole or in part on use of the Software other than as specified in this Agreement, or its documentation, including use with third party hardware and software products not specifically authorized by NEMO-Q.

(b) Indemnification Process. NEMO-Q shall promptly notify the indemnifying party in writing of any Third Party Claim, stating the nature and basis of the Third Party Claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any Third Party Claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such claim, except that the Indemnified Party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (x) the indemnifying party fails or refuses to assume control over the defense of the Third Party Claim within the time period



set forth above; (y) the Indemnified Party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (z) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party, except for a complete settlement requiring only the payment of money damages to be paid by the Indemnifying Party.

7. Disclaimers and Limitations

(a) Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEMO-Q MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SOFTWARE, PRODUCTS OR SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE, PRODUCTS OR SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEMO-Q DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE PRODUCTS AND SERVICES PROVIDED BY NEMO-Q, OR THE OPERATION THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. NEMO-Q MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(b) Disclaimer of Consequential Damages. NEMO-Q HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF NEMO-Q HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, NEMO-Q'S TOTAL LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO CUSTOMER ONE BY NEMO-Q IN RESPECT OF CUSTOMER'S RESALE OF THE SERVICES DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

8. General

(a) Changes in Law. If any law, regulation, court order, or regulatory authority (i) prohibits NEMO-Q from performing under this Agreement, (ii) renders any part of NEMO-Q's performance under this Agreement illegal, or (iii) otherwise makes a change that materially adversely impacts NEMO-Q's ability to perform under this Agreement, then the parties shall negotiate in good faith to amend this Agreement as necessary to address the change. If the parties cannot amend the agreement in accordance with the above within 30 days, then either party can terminate this agreement on 30 days' notice without liability to the other party.

(b) Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

(c) Assignment. CUSTOMER shall not assign any of its rights under this Agreement, except with the prior written consent of NEMO-Q. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

(d) Governing Law: Venue. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its

interpretation, construction, performance, and enforcement. Except as set forth in Section 8(e) below, any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Wichita, Kansas, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in McKinney, Texas; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(e) Arbitration. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be resolved by confidential binding arbitration in Wichita, Kansas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy that may be necessary to protect trademarks, copyrights, or other rights or property pending the establishment of the arbitral tribunal or its determination of the merits of the controversy. The parties agree that the arbitrator has the power to award all costs of the arbitration, including reasonable attorney's fees and expenses, to the prevailing party.

(f) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

(g) Entire Agreement. This Agreement, including the CUSTOMER Application and any pricing schedules constitute the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

(h) Amendments. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(i) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 2(c), 7, and 8 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

(j) Notices. Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement must give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, registered or certified U.S. Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid). Any party giving a Notice must address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed on the signature page of this Agreement or to another Addressee or another address as designated by a party in a Notice pursuant to this Section. Except as provided elsewhere in this Agreement, a Notice is effective only if the party giving the Notice has complied with this paragraph.

NEMO-Q INC.

By: 

Print: Michael Bruner

Title: VP of Sales

CUSTOMER:

By: _____

Print: _____

Title: _____