

AMENDMENT #3
Software Assurance and Service Level Agreement (SASLA)
Vitasys ezEpi™ Outbreak Management System

This Amendment #3 is made to the Software Assurance and Service Level Agreement (SASLA) executed on June 10th, 2013 and made between Fort Bend County ("Client"), having its principal offices at 4520 Reading Road, Suite A, Rosenberg, TX 77471, and Vitasys, Inc. ("Contractor"), a Washington corporation with a principal place of business at 3055 112th Ave. NE, Suite 120 Bellevue, WA 98004.

1. Term of Agreement

The Term of Agreement shall be extended for one year effective on June 10th, 2016 and will terminate on June 9th, 2017. Client may continue to extend the term of this agreement in 12 month optional periods by written request.

2. Payment

Client will pay Contractor a fixed price of \$5,850.00 due upon execution of this Amendment for the extended 12 month period.

All other provisions of the Agreement shall remain in full force and effect without change.

Client: Fort Bend County

Robert E. Herbert
Fort Bend County Judge

Dated: _____

Contractor: Vitasys, Inc.

By:

Name: Arthur Bryant

Title: CEO

Dated: May 3rd, 2016

Taxpayer ID Number: 27-3554660





VITASYS
 3055 112th Avenue NE, Suite 120
 Bellevue, WA 98004

(855)848-2797
<http://vitasys.com>

Invoice

Date	Invoice #
04/30/2016	1295
Terms	Due Date
Net 30	05/30/2016

Bill To
County Auditor Fort Bend County, Texas 301 Jackson Richmond, TX 77469

Amount Due	Enclosed
\$5,850.00	

✂ Please detach top portion and return with your payment. ✂

Date	Account Summary	Amount
05/31/2015	Balance Forward	\$6,731.06
	Payments and credits between 05/31/2015 and 04/30/2016	-6,731.06
	New charges (details below)	5,850.00
	Total Amount Due (activity through 04/30/2016)	5,850.00

Date	Activity	Quantity	Rate	Amount
04/30/2016	Fort Bend HHS ezEpi OMS and school surveillance software annual support and maintenance renewal fee for 6/10/16 - 6/9/17 period.	1	5,850.00	5,850.00

Thank you for your business!

Total Of New Charges	\$5,850.00
Total Amount Due	\$5,850.00

AMENDMENT #2
Software Assurance and Service Level Agreement (SASLA)
Vitasys ezEpi™ Outbreak Management System

This Amendment #2 is made to the Software Assurance and Service Level Agreement (SASLA) executed on June 10th, 2013 and made between Fort Bend County ("Client"), having its principal offices at 4520 Reading Road, Suite A, Rosenberg, TX 77471, and Vitasys, Inc. ("Contractor"), a Washington corporation with a principal place of business at 3055 112th Ave. NE, Suite 120 Bellevue, WA 98004.

1. Term of Agreement

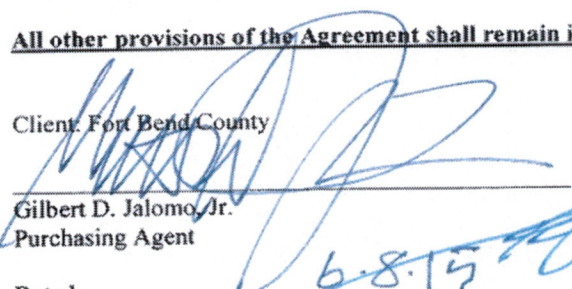
The Term of Agreement shall be extended for one year effective on June 10th, 2015 and will terminate on June 9th, 2016. Client may continue to extend the term of this agreement in 12 month optional periods by written request.

2. Payment

Client will pay Contractor a fixed price of \$5,850.00 due upon execution of this Amendment for the extended 12 month period.

All other provisions of the Agreement shall remain in full force and effect without change.

Client: Fort Bend County



Gilbert D. Jalomo, Jr.
Purchasing Agent

Dated: _____

6.8.15
7.8.15

Contractor: Vitasys, Inc.

By: 

Name: Arthur Bryant

Title: CEO

Dated: May 1st, 2015

Taxpayer ID Number: 27-3554660

Canty, Danita

From: Grove, Matthew
Sent: Wednesday, July 08, 2015 9:07 AM
To: Canty, Danita
Subject: Contract for HHS - Req#114718
Attachments: Vitasys ezEpi.DiseaseSurveillanceSystem.HHS.4.16.13.101986.pdf; Fort Bend County HHS Vitasys ezEpi OMS SASLA Amendment #2 (2).pdf; EzEpi- Enhancements -Signed Contract - 6.25.14.pdf

Danita,

The Amendment is approved as to legal form.

Matthew Grove
Assistant County Attorney - General Counsel
401 Jackson Street
Richmond, Texas 77469
Telephone No. 281-341-4555
Fax No. 281-341-4557
Matthew.Grove@fortbendcountytexas.gov

AMENDMENT #1
Software Assurance and Service Level Agreement (SASLA)
Vitasys ezEpi™ Outbreak Management System

This Amendment #1 is made to the Software Assurance and Service Level Agreement (SASLA) executed on June 10th, 2013 and made between Fort Bend County ("Client"), having its principal offices at 4520 Reading Road, Suite A, Rosenberg, TX 77471, and Vitasys, Inc. ("Contractor"), a Washington corporation with a principal place of business at 3055 112th Ave. NE, Suite 120 Bellevue, WA 98004.

1. Term of Agreement

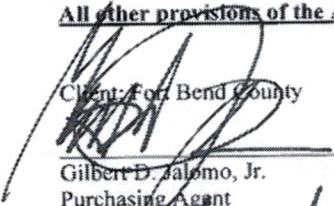
The Term of Agreement shall be extended for one year effective on June 10th, 2014 and will terminate on June 9th, 2015. Client may continue to extend the term of this agreement in 12 month optional periods by written request.

2. Payment

Client will pay Contractor a fixed price of \$5,850.00 due upon execution of this Amendment for the extended 12 month period.

All other provisions of the Agreement shall remain in full force and effect without change.

Client: Fort Bend County



Gilbert D. Jalomo, Jr.
Purchasing Agent

Dated: 4.8.14

Contractor: Vitasys, Inc.

By: 

Name: Arthur Bryant

Title: CEO

Dated: June 10th, 2014

Taxpayer ID Number: 27-3554660

Canty, Danita

From: Stewart, Paul
Sent: Monday, April 07, 2014 10:36 AM
To: Canty, Danita; Spencer, Marcus
Subject: RE: Vitasys ezEpi Agreement and Amendment

Danita,

The amendment is approved as to legal form.

Thanks.

Paul J. Stewart
First Assistant County Attorney
401 Jackson Street
Richmond, Texas 77469
Telephone No. 281-341-4555
Fax No. 281-341-4557
paul.stewart@co.fort-bend.tx.us

From: Canty, Danita
Sent: Monday, April 07, 2014 9:25 AM
To: Stewart, Paul; Spencer, Marcus
Subject: Vitasys ezEpi Agreement and Amendment

Paul/Marcus,

The original agreement has been signed and processed I wanted to send it to you for review since the amendment states that other provisions of the original agreement will remain the same. I just need to make sure we are okay with the amendment.

Danita R. Canty

Buyer 1
Fort Bend County Purchasing
281-341-8648

A strong woman master others, a wise woman masters self.

**Software Assurance and Service Level Agreement (SASLA)
Vitasys ezEpi™ Outbreak Management System**

This Agreement is made between Fort Bend County ("Client"), having its principal offices at 4520 Reading Road, Suite A, Rosenberg, TX 77471, and Vitasys, Inc. ("Contractor"), a Washington corporation with a principal place of business at 11820 Northup Way, Suite 215 Bellevue, WA 98005.

1. Purpose and Services to Be Performed

In consideration of mutual promises, provisions and agreements established herein, this Software Assurance and Service Level Agreement (SASLA) describes the Software Assurances to Client for the ezEpi Outbreak Management System (OMS) licensed software and outlines the terms and conditions under which Contractor will provide additional specified Services ("the Services") to Client. The objective is to provide ongoing system support, maintenance, updates and upgrades to support the ezEpi OMS software.

2. Term of Agreement

This Agreement will become effective on June 10th, 2013 and will terminate on June 9th, 2014. Client may extend the term of this agreement in 12 month optional periods by written request.

3. Termination of Agreement

Each party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 21 days after notice thereof is sent to the other party in writing. If at any time after commencement of the services required by this Agreement, Client will, in its sole reasonable judgment, determine that such services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained in this Agreement, Client may terminate this Agreement upon 14 days' written notice to Contractor.

4. Payment

Client will pay Contractor a fixed base price of \$0.00 for an initial 12 month period. If Client elects to extend the term of this agreement in optional additional 12 month periods, the fee will be \$5,850.00 due upon written notification to extend the term of the agreement.

5. Software Assurances and Service Level Agreement

- A. **Standard services.** Standard services to be delivered under this Agreement are as listed, described and specified in Schedule A to this Agreement.
- B. **Non-standard services.** Non-standard services to be delivered under this Agreement are as listed, described and specified in Schedule B to this Agreement.
- C. **Service Availability.** The availability, operational reliability and response times of the Services to be delivered under this Agreement are as specified in Schedule C to this Agreement.
- D. **Place of Service delivery.** The Services covered by this Agreement are to be delivered at the address or addresses given in the beginning of this Agreement, on-line, or at any associated network or systems administration locations of the parties.
- E. **Changes to Services.** Either party may propose changes to the scope, nature or time schedule of the Services being performed under the Service Level portion of this Agreement. The parties will mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the Services. All changes must be approved in writing by both parties.

6. Performance, Tracking and Reporting

- A. **Key Personnel Changes.** Key personnel are not required to be specifically named within this Agreement but the Contractor will notify the Client in advance of changes to any key personnel that could affect the delivery of the Services to the Customer.
- B. **How Services Will Be Monitored.** The performance of each individual Service will be monitored and reported on a monthly basis.
- C. **Service Level Reporting.** Reports on actual standard service levels achieved or non-standard system enhancements, updates or upgrades made will be provided to the Client on a monthly basis. This will cover each service component delivered and the performance achieved compared with target. These reports are to be provided to the Client within ten working days after the end of each month.

D. **Service Review Meetings.** Service Review meetings will be held on a quarterly basis. The issues to be covered will include (as applicable):

- ✓ Service performance levels
- ✓ Enhancements, updates or upgrades
- ✓ System performance
- ✓ Hardware issues
- ✓ Compensation
- ✓ Administration
- ✓ Security
- ✓ Proposed system enhancements.

7. Problem Management

A. **Support and Service desk Services.** The Contractor will provide ongoing assistance to the Client to support the System provided. This will include comprehensive Service desk facilities and Maintenance and Support services.

B. **Problem Definition.** The following standard problem definitions will apply to the system provided under the terms of this Agreement.

System Priority	System Severity	Status	Impact
Priority level 1	Blocking	Mission critical	System crash or blocking impact
Priority level 2	Critical	Extremely urgent	Critical system performance impact
Priority level 3	Major	Urgent	Serious system performance impact
Priority level 4	Minor	Moderate priority	Moderate system impact
Priority level 5	Enhancement	Low Priority	Little system performance impact

C. **Problem Escalation.** To ensure that the Client receives senior management attention on unresolved issues, the Contractor operates a problem escalation procedure in order that any unresolved problems are notified to the Contractor's operational and management personnel on a priority basis dependent upon the severity of the problem. This escalation process is for the Client to notify the Contractor's Chief Operations Officer of any unresolved problems. If the problem still has not been resolved satisfactorily, the Client is to notify the Contractor's Chief Executive Officer.

8. Software System and Data Security

A. **Physical Access.** The Client is to ensure that the Contractor's employees and sub-contractors are given reasonable authorized access to premises and equipment in order that the Services may be delivered and maintained in accordance with the terms of this Agreement.

B. **Logical Access.** The Client is to ensure that the Contractor's employees and sub-contractors are given necessary access to the software and systems in order that the Services may be delivered and maintained in accordance with the terms of this Agreement.

C. **Compliance with Client Security Policies.** In the event that the Client operates formal security policies, the Contractor will ensure that its employees are made aware of such policies and will also ensure ongoing compliance with these policy statements. The Client will provide the Contractor with up to date information on its security policies and will keep the Contractor informed about any changes to these policies.

D. **Information and data security measures.** The Contractor will manage information and data security with reasonable efforts to restrict unauthorized access. The Contractor will make best endeavours to ensure that its employees and representatives are fully aware of the risks associated with information and data security issues, including compliance with the Health Insurance Portability and Accountability Act (HIPAA).

E. **Disaster recovery.** The Contractor will ensure that information and data under its responsibility is properly backed up on a daily basis and also that arrangements are made for recovery processes to be installed to minimize any potential disruption to the Customer's business. The Contractor is

required to ensure that proper measures are in place to enable continuation of services in the event of unexpected disruptive events. These measures should include implementation and pre-testing of formal disaster recovery and business continuity planning within the Contractor's business.

- F. **Encryption.** Where requested and authorized by the Customer, the Contractor agrees to utilize Secure Socket Layer (SSL) encryption technology in the electronic transmission of data to protect private Client information from access by unauthorized users.

9. Invoice

Contractor will submit invoice to Client for all fees and expenses due and incurred. Client will pay Contractor within 30 days after receipt of each invoice. Invoices shall include at a minimum the dollar amount, date, invoice number, description of services performed, and any receipts or documentation of the incidental expenses incurred.

10. Indemnification

Contractor agrees to indemnify and hold harmless Client against any claims, actions, or demands, including without limitation reasonable attorney and accounting fees, alleging or resulting from the breach of the warranties contained in this Agreement. Client will provide notice to Contractor promptly of any such claim, suit, or proceeding and will assist Contractor, at Contractor's expense, in defending any such claim, suit, or proceeding.

11. Assignment and Delegation

Contractor may not assign or subcontract any rights or obligations under this Agreement without Client's prior written approval.

12. Insurance

Prior to commencement of the Services, Contractor shall furnish Client with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Client. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by Client. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- Professional Liability insurance for malpractice or errors or omissions with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the annual aggregate.

Client and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of Client and members of Commissioners Court.

If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

13. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Fort Bend County, Texas. Any costs and fees other than attorney fees

associated with the mediation will be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

14. Exclusive Agreement

This Agreement (including any exhibits and attachments) is the entire Agreement between Contractor and Client.

15. Applicable Law

This Agreement will be governed by the laws of the state of Texas. During the performance of this Agreement, Contractor agrees to comply with all Federal, state and local laws, including the Health Insurance Portability and Accountability Act (HIPAA), and specific laws respecting discrimination in employment. This contract is not subject to Cost Accounting Standards (CAS).

16. Nonsolicitation

During the term of this Agreement, neither party will induce, or attempt to induce, any employee, consultant, advisor or independent contractor of the other to leave such employment or relationship to engage in, be employed by, perform services for, participate in or otherwise be connected with, either directly or indirectly, any enterprise of the other.

17. Notices

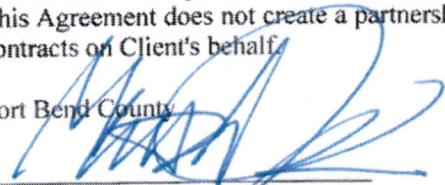
All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- ✓ when delivered personally to the recipient's address as stated on this Agreement,
- ✓ one day after being delivered via overnight mail by a nationally recognized courier, with postage prepaid to the recipient's address as stated on this Agreement, or
- ✓ five days after being deposited in the United States Postal Service mail using Certified Letter postage prepaid to the recipient's address as stated on this Agreement, or
- ✓ one day after being sent by fax or electronic mail, provided such notice is acknowledged by the recipient.

18. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.


Fort Bend County



Gilbert D. Jalomo, Jr.
Purchasing Agent

Dated: 4.16.13

Contractor: Vitasys, Inc.

By: 

Name: Arthur Bryant
Title: CEO
Dated: June 10th, 2013
Taxpayer ID Number: 27-3554660

SCHEDULE A – STANDARD SERVICES

Client is entitled to miscellaneous support and maintenance from Contractor each calendar month. The following detailed service parameters are the responsibility of the Contractor in the ongoing support of this Agreement.

- ✓ Help Desk support
- ✓ Telephone support
- ✓ E-mail support
- ✓ Remote assistance using a Third-Party web-based Service Solution
- ✓ Planned or Emergency assistance (extra costs may apply)
- ✓ System changes, updates, or analysis
- ✓ Quarterly system QA review

SCHEDULE B – NON-STANDARD SERVICES

Client is entitled to ezEpi OMS software system enhancements, updates, and upgrades from Contractor. The following detailed non-standard service parameters are the responsibility of the Contractor in the ongoing administration and support of this Agreement.

- ✓ Error handling resolution
- ✓ Import and export functions
- ✓ Graphical user interface improvements
- ✓ Help file framework
- ✓ Cases
- ✓ Contacts
- ✓ Profiles
- ✓ Reports
- ✓ Call logs
- ✓ Questionnaires
- ✓ Administration
- ✓ Entry handling
- ✓ Search
- ✓ Work flow

SCHEDULE C – SERVICE AVAILABILITY

Effective support is a result of maintaining consistent service levels. Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- ✓ Telephone support : 9:00 A.M. to 5:00 P.M. PST/PDT Monday – Friday
Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer and action the call. Voice mail also will be available.
- ✓ Email support: 9:00 A.M. to 5:00 P.M. PST/PDT Monday – Friday
Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
- ✓ Assistance guaranteed within 24 hours during the business week.

License Purchase and Professional Services Agreement
Vitasys ezEpi™ Outbreak Management System

This Agreement is made between Fort Bend County ("Client"), having its principal offices at 4520 Reading Road, Suite A, Rosenberg, TX 77471, and Vitasys, Inc. ("Contractor"), a Washington corporation with a principal place of business at 11820 Northup Way, Suite 215 Bellevue, WA 98005.

1. License Purchase and Terms

In consideration of mutual promises, provisions and agreements established herein, Client purchases a server-based perpetual license for the Vitasys ezEpi Outbreak Management System (OMS) software. The Vitasys, Inc. Software License Terms are detailed separately and incorporated herein, and establish an agreement between Vitasys, Inc. and your organization. The terms also apply to any ezEpi OMS updates, supplements, and support services for this software, unless other terms accompany those items. If so, those terms apply.

2. Additional Professional Services to Be Performed

In consideration of the same mutual promises, provisions and agreements established herein, Contractor agrees to perform the additional professional services described in Exhibit A, Statement of Work which is attached to and made part of this Agreement. This Agreement supersedes any and all prior Agreements of the parties, whether written or oral concerning the subject matter hereof.

3. Inspection and Acceptance

Final inspection and acceptance of all additional services shall be made by the Client's PHEP Coordinator, David Olinger or his designated representative. Acceptance shall be based on compliance with the Statement of Work set forth in Exhibit A. Final acceptance of any services shall not be deemed a waiver of any guarantee contained herein. The Contractor's Project Manager, Stefan LaMotte or his designated representative shall be the point of contact for all technical matters under this contract.

4. Payment

Client will pay Contractor a fixed license fee of \$39,000.00 due upon completion of all additional services to be performed.

5. Expenses

Contractor will be reimbursed only for incidental expenses such as travel incurred in connection with the performance of services under this Agreement and approved in advance by Client, subject to the terms of the County Travel Reimbursement Requirements for Fort Bend County Employees.

6. Invoice

Contractor will submit an invoice to Client for any license fees and expenses due and incurred in paragraphs 4 and 5 above. Client will pay Contractor within 30 days after receipt of each invoice. Invoices shall include the dollar amount, date, invoice number, description of services performed, and any receipts or documentation of any incidental expenses incurred.

7. Independent Contractor Status

Contractor is an independent contractor of Client, and neither Contractor, nor Contractor's staff is or will be deemed Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees as follows:

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed, subject to Client approval.

- The Work Product will be created solely by Contractor, Contractor's employees during the course of their employment, or independent contractors who assigned all right, title, and interest in the work to Contractor.
- For licensing and separately provided and/or purchased Software Assurance and Service Level Agreement (SASLA) purposes, the Work Product will consist of both existing Vitasys ezEpi™ Outbreak Management System software and the newly developed syndromic surveillance module described in Exhibit A – Statement of Work.

13. Indemnification

Contractor agrees to indemnify and hold harmless Client against any claims, actions, or demands, including without limitation reasonable attorney and accounting fees, alleging or resulting from the breach of the warranties contained in this Agreement. Client will provide notice to Contractor promptly of any such claim, suit, or proceeding and will assist Contractor, at Contractor's expense, in defending any such claim, suit, or proceeding.

14. Assignment and Delegation

Contractor may not assign or subcontract any rights or obligations under this Agreement without Client's prior written approval.

15. Insurance

Prior to commencement of the Services, Contractor shall furnish Client with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Client. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by Client. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- Professional Liability insurance for malpractice or errors or omissions with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the annual aggregate.

Client and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of Client and members of Commissioners Court.

If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

16. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Fort Bend County, Texas. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

17. Exclusive Agreement

This Agreement (including any exhibits and attachments) is the entire Agreement between Contractor and Client.

18. Applicable Law

This Agreement will be governed by the laws of the state of Texas. During the performance of this Agreement, Contractor agrees to comply with all Federal, state and local laws, including the Health Insurance Portability and Accountability Act (HIPAA), and specific laws respecting discrimination in employment. This contract is not subject to Cost Accounting Standards (CAS).

19. Nonsolicitation

During the term of this Agreement, neither party will induce, or attempt to induce, any employee, consultant, advisor or independent contractor of the other to leave such employment or relationship to engage in, be employed by, perform services for, participate in or otherwise be connected with, either directly or indirectly, any enterprise of the other.

20. Notices

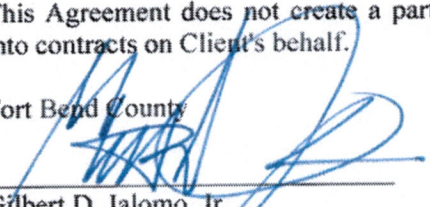
All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement,
- one day after being delivered via overnight mail by a nationally recognized courier, with postage prepaid to the recipient's address as stated on this Agreement, or
- five days after being deposited in the United States Postal Service mail using Certified Letter postage prepaid to the recipient's address as stated on this Agreement, or
- one day after being sent by fax or electronic mail, provided such notice is acknowledged by the recipient.

21. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

Fort Bend County



Gilbert D. Jalomo, Jr.
Purchasing Agent

Dated: 4.16.13

Contractor: Vitasys, Inc.

By: 
Name: Arthur Bryant

Title: CEO

Dated: April 7th, 2013

Taxpayer ID Number: 27-3554660

**Vitasys, Inc. Software License Terms
ezEpi™ Outbreak Management System**

1. LICENSE TERMS

These software license terms are an agreement between Vitasys, Inc. and your organization. They apply to the Vitasys ezEpi Outbreak Management System (OMS) database application software. The terms also apply to any ezEpi OMS updates, supplements, and support services for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO VITASYS FOR A REFUND OR CREDIT. CONTACT US AT WWW.VITASYS.COM.

AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF ANY COMPUTER INFORMATION DURING ACTIVATION, VALIDATION AND FOR ANY INTERNET-BASED SERVICES.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH VOLUME LICENSE YOU ACQUIRE.

- a. **OVERVIEW.** These license terms permit installation and use of one copy of the software on one server device, along with other rights, all as described below.
- b. **INSTALLATION AND USE RIGHTS.** Before you use the software under a license, you must assign that license to one device. That device is the "licensed device". A hardware partition or blade is considered to be a separate device. A device can be the client's internal server or it can be a server hosting site.
 - **Licensed Device.** You may install and use one copy of the software on the licensed device.
 - **Separation of Components.** The components of the software are licensed as a single unit. You may not separate the components and install them on different devices.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- **Remote Access.** The Administrator and Administrator-approved users within the designated organization outlined in the Purchase Agreement of the ezEpi software may access and use the software installed on the licensed device remotely from any other device. You do not need additional licenses for this access. Administrator and Administrator-approved Users must only be using ezEpi software for the purpose of which the license intended. No other person may use the software under the same license at the same time for any other purpose.
- **Media Elements and Templates.** You may not copy and use images, clip art, animations, sounds, music, shapes, video clips and templates provided with the software and identified for such use in documents and projects that you create
- **Multiplexing.** Hardware or software you use to pool connections, or reduce the number of devices or users that directly access or use the software (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses you need.
- **Trial and Conversion.** Some or all of the software may be licensed on a 14 day trial basis. Your rights to use trial software are limited to the trial period. The trial software and length of the trial period are set forth during the activation process. You have the option to convert your trial rights to perpetual rights. Conversion options will be presented to you at the expiration of your trial period. After the expiration of any trial period without conversion, most features of the trial software will stop running.

- **Third Party Software.** If other terms come with software licenses by a third party, those terms determine your rights to use it and any other related rights or remedies you have.
- **Updates and Supplements.** We may update or supplement of software your license. If so, you may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to your use of it.

3. MANDATORY ACTIVATION. Activation associates the use of the software with a specific device. During installation, the software will send information about the software and the device to Vitasys. This information includes the version, the license version, language and the product ID of the software, Internet protocol address of the device and information derived from the hardware configuration. **BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** After the time recommended for activation expires, your rights to use the software will be limited until the software is activated. This is to prevent its unlicensed use. Some changes to your computer components or the software may require you to reactivate the software.

4. VALIDATION.

- a. The software may from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits.
- b. During a validation check, the software will send information about the software to Vitasys. This information includes the version of the software and the product key. **BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.**
- c. If the software is not properly licensed, the functionality of the software may be affected. For example, you may need to reactivate the software, or receive reminders to obtain a properly licensed copy of the software, or not obtain certain updates, upgrades or services from Vitasys.
- d. You may only obtain updates or upgrades for the software from Vitasys or authorized sources.

5. INTERNET-BASED SERVICES. Vitasys may provide Internet-based services with the software. Except as otherwise noted in materials accompanying a service, it may change or cancel them at any time.

- Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Vitasys may use this information to make the Internet-based services available to you.
- Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

6. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Vitasys reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the software for others to copy;
- use the software in any way that is against the law;
- add Users outside the intended organization not covered in the original sales agreement to access and use the software;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

7. **BACKUP COPY.** You may make backup copies of the software to use only to reinstall the software in the event of device failure, disruption, crash, or other similar events.

8. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

9. **NOT FOR RESALE SOFTWARE.** You may not sell or resell ezEpi software.

10. **UPGRADE OR CONVERSION.** To upgrade or convert software, you must first be licensed for the software that is eligible for the upgrade or conversion. Upon upgrade or conversion, this agreement takes the place of the agreement for the software you upgraded or converted from. After you upgrade or convert, you may no longer use the earlier version of the software you upgraded or converted from.

11. PROOF OF LICENSE.

- a. **Proof of License.** After the software has been installed on your servers, your Purchase Agreement represents your Vitasys proof of license under the terms of this agreement. To be valid, this Agreement must reference these software license terms.
- b. **Upgrade or Conversion License.** If you upgrade or convert the software, your proof of license is identified by the Agreement for the software you upgraded or converted from; and proof of purchase and any accompanying collateral identifying the software you upgraded or converted to.

12. **REASSIGN TO ANOTHER DEVICE.** You may reassign the license to a different device any number of times, but not more than one time every 90 days. If you reassign, that other device becomes the "licensed device." If you retire the licensed device due to hardware failure, you may reassign the license sooner.

13. **SUPPORT SERVICES.** Vitasys provides installation, configuration, testing and training for 90 days with a Purchase Agreement. Vitasys also provides optional support services for the software as outlined and detailed in a separate Software Assurance and Service Level Agreement (SASLA).

14. **ENTIRE AGREEMENT.** These software license terms (including the warranty below), any addendum or amendment included with the software, and the terms for supplements, updates, Internet-based services and support services that you may use, are the entire license terms for the software.

15. APPLICABLE LAW.

- a. **United States.** If you acquired the software in the United States, Texas state law governs the interpretation of these license terms and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under any state consumer protection laws, unfair competition laws, and in tort.
- b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

16. LEGAL EFFECT. These license terms describe certain legal rights. You may have other rights under the laws of your state or country. These terms do not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

17. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM VITASYS AND ITS SUPPLIERS OR CONTRACTORS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Vitasys knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

LIMITED WARRANTY

A. LIMITED WARRANTY. If you do not modify the software, the software will perform substantially as described by Vitasys, or in the materials that you may receive with the software.

B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. EXCLUSIONS FROM WARRANTY. This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Vitasys' reasonable control.

D. REMEDY FOR BREACH OF WARRANTY. VITASYS WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF VITASYS CANNOT REPAIR OR REPLACE IT, VITASYS WILL REFUND THE AMOUNT SHOWN ON YOUR PURCHASE AGREEMENT FOR THE SOFTWARE. VITASYS ALSO WILL REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF VITASYS CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO VITASYS WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.

E. CERTAIN RIGHTS NOT AFFECTED. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS, WHICH THESE TERMS CANNOT CHANGE.

F. NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM VITASYS. VITASYS GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, VITASYS EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. If local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

G. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.

I hereby agree to these software license terms to be effective on the date set forth below.



Signature

4.16.13

Date

Gilbert D. Jalomo, Jr.
Fort Bend County Purchasing Agent
301 Jackson, Suite 201
Richmond, TX 77469



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TechInsurance 1301 Central Expy. South, Suite 115 Allen, TX 75013	CONTACT NAME: PHONE (A/C, No, Ext): (800) 668-7020 FAX (A/C, No): (877) 826-9067 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED Vitasys, Inc. 11820 Northup Way, Suite E215 Bellevue, WA 98005	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : The Hartford</td> <td>30104</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Hartford	30104	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : The Hartford	30104														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/INSR	SUBR/INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Yes	Yes	46SBMIU6022	2/11/2013	2/11/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Yes	Yes	46SBMIU6022	2/11/2013	2/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">WC STATU-TORY LIMITS</th> <th style="width: 50%;">OTH-ER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Professional Liability (Errors and Omissions)			00TE026846413	2/9/2013	2/9/2014	Occurrence / Aggregate \$1,000,000 / \$1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured with regard to the general liability Waiver of subrogation in favor of the certificate holder with regard to the general liability coverage. The physical address insured is Certificate Holder is included as loss payee with regard to the bond coverage. This insurance is primary and non-contributory to any other insurance provided as respects general liability coverage.

CERTIFICATE HOLDER Fort Bend County and Commissioners Court 301 Jackson, Suite 201 Richmond, TX 77469	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Washington State Department of
Labor and Industries



Employer Liability
Certificate

Department of Labor and Industries

Employer Liability Certificate

Date: 04/11/2013

UBI #: 603 050 967

Legal Business Name: VITASYS INC

Account #: 203,762-00

'Doing Business As' Name: VITASYS

Estimated Workers Reported: Quarter 4 of Year 2012 "10+ Workers"
(See Description Below)

Workers' Comp Premium Status: Account is current. Firm has voluntarily reported and paid their premiums.

Licensed Contractor? No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

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.

Vitasys, Inc.
Bellevue, WA United States

Certificate Number:
2016-86189

Date Filed:
07/18/2016

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

Date Acknowledged:

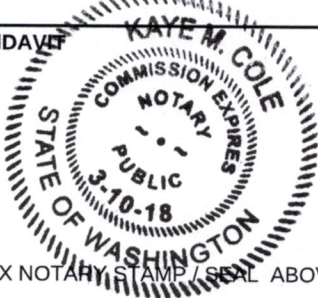
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

22812
3RD Amendment to SASLA

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 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Arthur Bryant
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Arthur Bryant CEO, this the 18th day of July, 2016, to certify which, witness my hand and seal of office.

Kaye M. Cole
Signature of officer administering oath

Kaye M. Cole
Printed name of officer administering oath

Notary Public
Title of officer administering oath