

satisfactorily performed will be performed only when approved in advance and authorized by County.

3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. HS GovTech may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by HS GovTech, County shall notify HS GovTech no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Limit of Appropriation.** HS GovTech clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Eighty-Two Thousand, Six Hundred Seventy-Eight dollars and 00/100 (\$82,678.00), specifically allocated to fully discharge any and all liabilities County may incur. HS GovTech does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that HS GovTech may become entitled to and the total maximum sum that County may become liable to pay to HS GovTech shall not under any conditions, circumstances, or interpretations thereof exceed Eighty-Two Thousand, Six Hundred Seventy-Eight dollars and 00/100 (\$82,678.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act and Open Meetings Act.** HS GovTech expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by HS GovTech shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

HS GovTech expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless HS GovTech for any reason are hereby deleted. HS GovTech shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of HS GovTech, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of HS GovTech or any of HS GovTech's agents, servants or employees.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by HS GovTech in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, HS GovTech hereby verifies that HS GovTech and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, HS GovTech does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, HS GovTech does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such

contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, HS GovTech does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, HS GOVTECH ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

11. **Use of Customer Name.** HS GovTech may use County's name without County's prior written consent only in any of HS GovTech's customer lists, any other use must be approved in advance by County.

12. **Product Assurance.** HS GovTech represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by HS GovTech to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. HS GovTech will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of HS GovTech's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and HS GovTech's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.

13. **Performance Warranty.** HS GovTech warrants to County that HS GovTech has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and HS GovTech will apply that skill and

knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

HS GovTech warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits A and B.

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
17. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from HS GovTech in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **Personnel.** HS GovTech represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that HS GovTech shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of HS GovTech shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of HS GovTech or agent of HS GovTech who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, HS GovTech shall comply with, and ensure that all HS GovTech Personnel comply with, all rules, regulations and policies of County that are

communicated to HS GovTech in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

20. **Compliance with Laws.** HS GovTech shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, HS GovTech shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
21. **Confidential Information.** HS GovTech acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by HS GovTech or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by HS GovTech shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by HS GovTech) publicly known or is contained in a publicly available document; (b) is rightfully in HS GovTech's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of HS GovTech who can be shown to have had no access to the Confidential Information.

HS GovTech agrees to hold Confidential Information in strict confidence, using at least the same degree of care that HS GovTech uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. HS GovTech shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, HS GovTech shall advise County immediately in the event HS GovTech learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and HS GovTech will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or HS GovTech against any such person. HS GovTech agrees that, except as directed by County, HS GovTech will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon

termination of this Agreement or at County's request, HS GovTech will promptly turn over to County all documents, papers, and other matter in HS GovTech's possession which embody Confidential Information.

HS GovTech acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. HS GovTech acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

HS GovTech in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

22. Termination.

- 22.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 22.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a). If HS GovTech fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If HS GovTech materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- 22.3. If, after termination, it is determined for any reason whatsoever that HS GovTech was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 22.1 above.
- 22.4. Upon termination of this Agreement, County shall compensate HS GovTech in accordance with § 3, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. HS GovTech's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.

- 22.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to HS GovTech.
- 22.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 22.7. Upon termination of this Agreement for any reason, if HS GovTech has any property in its possession belonging to County, HS GovTech will account for the same, and dispose of it in the manner the County directs.
23. **Independent Contractor.** In the performance of work or services hereunder, HS GovTech shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of HS GovTech or, where permitted, of its subcontractors. HS GovTech and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
24. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
25. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
26. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
27. **Dispute Resolution.**
- 27.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.
- 27.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- 27.3. Each party shall be responsible for its own costs associated with the mediation.

- 27.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.
- 27.5. HS GovTech acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.
28. **Remote Access.** As applicable, if HS GovTech requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of HS GovTech's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before HS GovTech is granted remote access to County Systems:
- (A). HS GovTech will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). HS GovTech will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. HS GovTech will not access County Systems via unauthorized methods.
 - (C). HS GovTech's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for HS GovTech to conduct their services and/or provide Services to County pursuant to this Agreement.
 - (E). HS GovTech will allow only its Workforce approved in advance by County to access County Systems. HS GovTech will promptly notify County whenever an individual member of HS GovTech's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. HS GovTech will keep a log of access when its Workforce remotely accesses County Systems. HS GovTech will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
 - (F). If any member(s) of HS GovTech's Workforce is provided with remote access to County Systems, then HS GovTech's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.

- (G). Failure of HS GovTech to comply with this Section may result in HS GovTech and/or HS GovTech’s Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, “Workforce” means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for HS GovTech, is under the direct control of HS GovTech, whether or not they are paid by HS GovTech and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, “Systems” means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

29. Notices.

- 29.1. Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 29.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
 Attn: Information Technology Director
 301 Jackson Street
 Richmond, Texas 77469

With a copy to: Fort Bend County
 Attn: County Judge
 301 Jackson Street
 Richmond, Texas 77469

Contractor: HS GovTech Solutions Inc.
 Attn: _____
 436 East 36th Street
 Charlotte, North Carolina 28205

29.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 29.1 and 29.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

29.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

29.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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

FORT BEND COUNTY

HS GOVTECH SOLUTIONS INC.

KP George, County Judge



Authorized Agent – Signature

Date

Silas Garrison

Authorized Agent- Printed Name

CEO

ATTEST:

Title

6/24/2024

Laura Richard, County Clerk

Date

REVIEWED:



Information Technology Department

AUDITOR'S CERTIFICATE

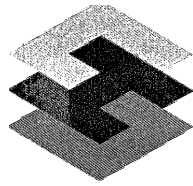
I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: HS GovTech's Quote for HS Cloud Suite Implementation and Terms of Use; and
Exhibit B: Sole Source Letter, dated June 5, 2024

I:\AGREEMENTS\2024 Agreements\IT\Healthspace USA (24-IT-100742)\Addendum to Agreement with HS GovTech Solutions Inc..docx aw

Exhibit A



HS GOVTECH™

County of Fort Bend TX

Quote for HS Cloud Suite Implementation

Submitted to:

Michael Schaffer

Division Manager

County of Fort Bend

301 Jackson Street

Richmond, TX 77469

michael.schaffer@fortbendcountvtx.gov

281.238.3589

Submitted on behalf of HS GovTech Solutions Inc by:

Cameron Garrison

Director of Business Development

Submission Date:05/10/2024



Quote for software and services HS Cloud Suite for County of Fort Bend

This quote is for a full implementation (less permitting) - including conversion of historical data - of the HS Cloud Suite application for **County of Fort Bend** for the following:

Program Areas

- Food (including temporary and all permit types)
- Neighborhood Nuisance/ Solid Waste
- OSSF
- Pools
- Vector

Features and Tools

- Financial, and receipting module, for all programs included in system
 - Ability to use system for credit, debit, and ACH payments - including online by operators.
- Reporting - including Ad-Hoc - capabilities for all programs included above
- Full capability to perform inspections in the field on iPads or Windows Surface Pro devices (County chooses hardware). These devices have full functionality even when disconnected
- Ability to display inspection results online for the general public, and a full-service portal for County constituents to be able to apply for permits and licenses online, track existing licenses, and pay fees, with the Health Department
- Data conversion from existing databases to HS Cloud Suite for the program areas listed above
- "Form-builder" tool that allows the County to add, remove, and modify all fields and functionality in system. This includes the ability to publish any form or application online to the public portal to allow operators to interact with the City / County online
- Hosting (unlimited bandwidth and storage space) maintenance, and technical support
- Training for department users for go-live
- Option for SSO
- ****It is understood that the County is planning to implement a central permitting system that will include EH license issuance. The implementation fee in this quote will cover the scope to integrate HS Cloud Suite with the license and permit solution the County selects. Should that project get delayed the County EH department will have the option of activating permitting in HS Cloud Suite at no additional cost.***

Historical Data Conversion:

Historical data will be converted from existing databases over to the HS Cloud Suite Application for continuity of operations.



Timeline:

It is anticipated that this project will take approximately 90-120 days from contract execution to go-live. The Department will make all reasonable efforts to assist HS GovTech in converting historical data. Primarily, providing a copy of the database, data mapping, and answering questions, and being available to test and verify converted data in the new HS Cloud Suite environment.

Costs:

The fees payable under this proposed agreement and scope of work are as follows:

Total normal cost to configure, convert data, and implement HS Cloud Suite for the programs listed above is

\$51,750.00

Price after discount for Texas standardized system pricing:

\$43,988.00

The annual cost for warranty, hosting, maintenance, and technical support is

\$41,400.00

Price after discount for Texas standardized system pricing:

\$35,190.00

The one-time cost to configure and implement SSO integration is

\$3,500.00

*The prices herein are fixed and guaranteed for 60 days and include full implementation and functionality.

By using this website, you agree to the following terms & conditions:

HS GovTech Solutions Ltd. maintains this site for information and communication purposes. This webpage contains the Terms of Use governing your access to and use of <https://hsgovtech.com/> (the “Website” or “Site”). If you do not accept these Terms of Use or you do not meet or comply with their provisions, you may not use the Website.

1. Overview

YOUR USE OF THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.

Your use of the Website will be deemed to be acceptance of the Terms of Use.

IF THESE TERMS OF USE ARE NOT COMPLETELY ACCEPTABLE TO YOU, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS WEBSITE.

2. Changes to Terms

HS GovTech Solutions Ltd. may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, as well as (ii) the products and/or services as described in

3. Jurisdiction

The Website is directed to those individuals and entities located in Canada and/or the United States. It is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its products and services, are unavailable or otherwise contrary to local laws or regulations. If this applies to you, you are not authorised to access or use any of the information on this Website. HS GovTech Solutions Ltd. makes no representation that the information, opinions, advice or other content on the Website (collectively, “Content”) is appropriate or that its products and services are available outside Canada and the United States. Those who choose to access this Website from other locations do so at their own risk and are responsible for compliance with applicable local laws.

4. Scope of Use and User E-Mail

You are only authorised to view, use, copy for your records and download small portions of the Content (including without limitation text, graphics, software, audio and video files and photos) of this Website for your informational, non-commercial use, provided that you leave all the copyright notices, including

or media.

The systematic retrieval of data from the Website is also prohibited.

E-mail submissions over the Internet may not be secure and are subject to the risk of interception by third

parties. Please consider this fact before e-mailing any information. Also, please consult our Privacy Policy located

at <https://gethealthspace.com/privacy-policy/>. You agree

not to submit or transmit any e-mails or materials through the Website that: (i) are defamatory, threatening,

obscene or harassing, (ii) contain a virus, worm, Trojan horse or any other harmful component, (iii) incorporate

copyrighted or other proprietary material of any third party without that party's permission or (iv) otherwise

violate any applicable laws. HS GovTech Solutions Ltd. shall not be subject to any obligations of confidentiality regarding any information or materials that you submit online except as specified in these Terms of

Use, or as set forth in any additional terms and conditions relating to specific products or services, or as

otherwise specifically agreed or required by law.

The commercial use, reproduction, transmission or distribution of any information, software or other material available through the Website without the prior written consent of HS GovTech Solutions Ltd.

is strictly prohibited.

5. Copyrights and Trademarks

interest in

any of the materials contained on this Site is transferred to you as a result of accessing, downloading or printing

such materials. You may not copy, modify, distribute, transmit, display, reproduce, publish, license any part of

this Site; create derivative works from, link to or frame in another website, use on any other website, transfer or

sell any information obtained from this Site without the prior written permission of HS GovTech Solutions Ltd.

Except as expressly provided under the “Scope of Use” Section above, you may not use, reproduce, modify,

transmit, distribute, or publicly display or operate this Website without the prior written permission of HS GovTech Solutions Ltd.. You may not use a part of this Website on any other Website, without

HealthSpace Data

Systems Ltd.’s prior written consent.

HS GovTech Solutions Ltd. respects the intellectual property rights of others and expects our users to do the same. If you believe that your work has been copied in a way that constitutes copyright

infringement, please

contact us at [webmaster \[at\] gethealthspace.com](mailto:webmaster@gethealthspace.com)

6. Links

For your convenience, we may provide links to various other Websites that may be of interest to you and for

your convenience only. However, HS GovTech Solutions Ltd. does not control or endorse such Websites and is not

If you

decide to access any of the third party sites linked to this Website, you do so at your own risk.

HealthSpace Data

Systems Ltd. reserves the right to terminate any link or linking program at any time. HS GovTech Solutions Ltd.

disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any

materials or information contained on such sites.

You may not link to this Website without HS GovTech Solutions Ltd.'s written permission. If you are interested in linking to this Website, please contact webmaster [at] gethealthspace.com.

7. No Unlawful Or Prohibited Use

As a condition of your use of the Website, you warrant to HS GovTech Solutions Ltd. that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

You may not

use the Website in any manner that could damage, disable, overburden, or impair the Site or interfere with any other

party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information

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10. Governing Law, Location and Miscellaneous

11. Separate Agreements

You may have other agreements with HS GovTech Solutions Ltd. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with HS GovTech Solutions Ltd.

12. No Professional Advice

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13. Users Disputes

You are solely responsible for your interactions with other Users. HS GovTech Solutions Ltd. reserves the right, but has no obligation, to monitor disputes between you and other Users.

14. User Submissions And Communications; Public Areas:

affiliates for all claims resulting from content you supply.

If you make any submission to an area of the Website accessed or accessible by the public (“Public Area”)

or if you submit any business information, idea, concept or invention to HS GovTech Solutions Ltd. by email, you

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any business information, ideas, concepts or inventions private or proprietary, you must not submit them to the

Public Areas or to HS GovTech Solutions Ltd. by email. We try to answer every email in a timely manner, but are

not always able to do so.

Some of the forums (individual bulletin boards and posts on the social network, for instance) on the Website are not moderated or reviewed. Accordingly, Users will be held directly and solely responsible for the

content of messages that are posted. While not moderating the forums, the Site reviewer will periodically perform an

forum first before participating in that forum.

HS GovTech Solutions Ltd. reserves the right (but is not obligated) to do any or all of the following:

(a) Record the dialogue in public chat rooms.

(b) Examine an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).

(c) Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms of Use.

(d) Terminate a Member's access to any or all Public Areas and/or the HS GovTech Solutions Ltd. Site upon any breach of these Terms of Use.

(e) Monitor, edit, or disclose any communication in the Public Areas.

(f) Edit or delete any communication(s) posted on the HS GovTech Solutions Ltd. Site, regardless of whether such communication(s) violate these standards.

HS GovTech Solutions Ltd. reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. HS GovTech Solutions Ltd. has no liability or responsibility to

users of the HS GovTech Solutions Ltd. Website or any other person or entity for performance or non-



protecting any HS GovTech Solutions Ltd. confidential information and/or intellectual property rights, any

controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding

arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the

Canada's Commercial Arbitration Act. Any such controversy or claim shall be arbitrated on an individual basis, and

shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall

be held in the Province of British Columbia.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business

information. Such information shall not be disclosed by any party or their respective representatives without the

prior written authorisation of the party furnishing such information. Such information shall not be disclosed by the

arbitrator without the prior written authorisation of all parties. Each party shall bear the burden of its own

counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the

parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the

sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the

DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF HS GovTech Solutions Ltd. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORISED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORISED ACCESS TO THE WEBSITE OR THE CONTENT. THIS LIMITATION OF LIABILITY MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY HS GovTech Solutions Ltd. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THIS LIMITATION MAY NOT APPLY TO YOU.

17. Indemnity

You agree to defend, indemnify, and hold HS GovTech Solutions Ltd., its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities

FOR YOUR PROTECTION:

HealthSpace uses third-party vendor remarketing tracking cookies, including the Facebook remarketing cookie. This means we will continue to show ads to you across the Internet, specifically Facebook. As always we respect your privacy and are not collecting any identifiable information through the use of Google's or any other third-party remarketing system. The third-party vendors, including Google, whose services we use — will place cookies on web browsers in order to serve ads based on past visits to our website. This allows us to make special offers and continue to market our services to those who have shown interest in our service. You may opt out of the automated collection of information by third-party ad networks for the purpose of delivering advertisements tailored to your interests, by visiting the consumer opt-out page for the Self-Regulatory Principles for Online Behavioural Advertising at <http://www.aboutads.info/choices/> and edit or opt-out your Google Display Network ads' preferences at <http://www.google.com/ads/preferences/>."

Contact us: If you would like to request additional information regarding these Terms of Use, please contact us at [webmaster \[at\] gethealthspace.com](mailto:webmaster@gethealthspace.com)



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Exhibit B



June 5, 2024

Re: Sole source letter - Fort Bend County

Dear Ms. Sanchez,

This letter is to explain the reasons that HS GovTech Solutions Inc. is the sole source procurement provider for the Fort Bend County's Environmental Health System.

The HSCloud Suite application is a unique product and service designed for environmental health, and more specifically is customized extensively to meet the specific needs of Fort Bend County.

Much custom work has been done to our core product to enhance the efficiency of our clients and to meet their specific needs. The County has the ability to refine and modify the system to their needs. Many other environmental health departments in the state of Texas have adopted HSCloud Suite as their data management solution of record including Tarrant, Plano, City of Dallas, Fort Worth, along with Orange County, Mount Pleasant and most recently Austin and Amarillo have contracted.

HS GovTech Solutions Inc. is the sole owner of the intellectual property of HSCloud Suite, and there are no authorized resellers at this time.

As such, HS GovTech Solutions Inc. is the only source from which to obtain this product and service customized for the county.

If there are any questions do not hesitate to contact me. 980-309-1749 or
Cameron@hscloudsuite.com

Cameron Garrison

Regards,
Cameron Garrison
Executive Director of Operations