

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

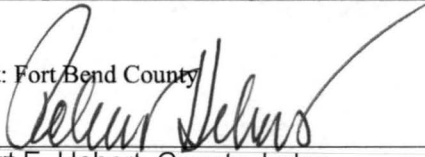
The Term of Agreement shall be extended for one year effective on June 10th, 2016 and will terminate on June 9th, 2017. Client may continue to extend the term of this agreement in 12 month optional periods by written request.

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. Hebert, County Judge
Fort Bend County

Dated: July 26, 2016

Contractor: Vitasys, Inc.

By:

Name: Arthur Bryant

Title: CEO

Dated: May 3rd, 2016

Taxpayer ID Number: 27-3554660


6/10/16

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

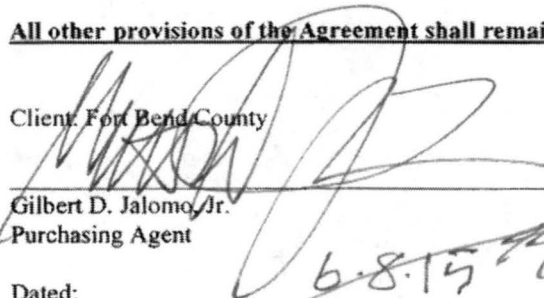
The Term of Agreement shall be extended for one year effective on June 10th, 2015 and will terminate on June 9th, 2016. Client may continue to extend the term of this agreement in 12 month optional periods by written request.

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

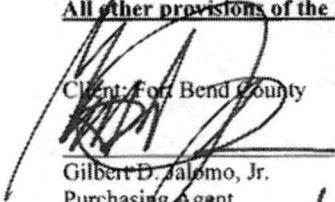
The Term of Agreement shall be extended for one year effective on June 10th, 2014 and will terminate on June 9th, 2015. Client may continue to extend the term of this agreement in 12 month optional periods by written request.

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.

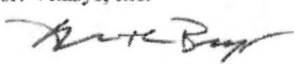
Client: Fort Bend County



Gilbert D. Jalomo, Jr.
Purchasing Agent

Dated: 7.8.14

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

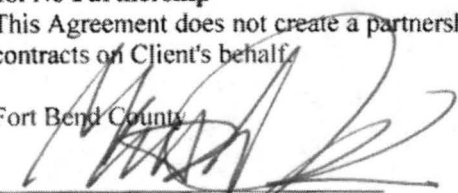
All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- ✓ 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: Arthur Bryant
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.
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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

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

Date Acknowledged:

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

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.



AFFIX NOTARY STAMP / SEAL ABOVE

Arthur Bryant
Signature of authorized agent of contracting business entity

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

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

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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:
07/26/2016

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.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath