

**ADDENDUM TO TERMS AND CONDITIONS**

The following terms are added to and form a part of Contract 23-04-HEA-01 ("Contract") between Cochise County ("County") and Visible Network Labs ("Contractor") and supersede any conflicting terms:

1. All discoveries, inventions, processes, designs, plans, and trade secrets, whether of a technical nature or not, including all technology, derivative technology, and related IP that contains previously developed and existing programming, code, or other IP that is owned by VNL (specifically on this contract, any derivatives of existing VNL IP, such as iterations of the PCN App, PARTNERme, the PARTNER tool or platform, the PARTNER and VNL methodology including but not limited to the PARTNER survey, measures, and analysis, and all other related IP) will remain the sole property and rights of VNL. VNL may use and reuse Intellectual Property, in whole or in part, in all media, whether now or later existing, in perpetuity, including but not limited to the exclusive right to reproduce, perform and exploit the Intellectual Property, and all information regarding Intellectual Property, concurrent with the discovery or development of the Intellectual Property.
  
2. All data collected and produced during the contract period will be exclusively owned by the Client. VNL will be provided a commercial-free, royalty-free license to use the data for project purposes only in their role as analysts during project duration only in their role as analysts and to and to provide results and findings to Client. No PHI will be collected.
  
3. No Personal Health Information (PHI) will be collected.

Contractor

Cochise County

*Danielle Varda*

*Anne Coppola* 05-08-2023

Danielle Varda, CEO May 5, 2023

By: [Insert Name and Title] \_\_\_\_\_ Date

Anne Coppola, Contracts Admin \_\_\_\_\_ Date