

**ADDENDUM NO. 1
TO HOSTED SOFTWARE SERVICE AGREEMENT
BETWEEN
PUBLIC HEALTH MANAGEMENT CORPORATION
AND
WILLIAMSON COUNTY, TEXAS**

The underlying Hosted Software Service Agreement (the “Agreement”), between Public Health Management Corporation (“PHMC”) and Williamson County, Texas (“Licensee”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Termination for Convenience.** Licensee may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to PHMC. In the event of such termination, it is understood and agreed that only the amounts due to PHMC for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed to Licensee’s termination of this Agreement for convenience.
- 2. No Indemnification by County.** PHMC acknowledges and agrees that under the Constitution and the laws of the State of Texas, Licensee cannot enter into an agreement whereby Licensee agrees to indemnify or hold harmless any other party, including but not limited to PHMC; therefore, all references of any in this Agreement to Licensee indemnifying, holding or saving harmless any other party, including but not limited to PHMC, for any reason whatsoever are hereby deemed void and deleted.
- 3. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 4. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Licensee, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Licensee does not waive, modify, or alter to any extent whatsoever the availability of the

defense of governmental immunity under the laws of the State of Texas and of the United States.

- 5. Licensee's Right to Audit.** PHMC agrees that Licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PHMC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PHMC agrees that Licensee shall have access during normal working hours to all necessary PHMC facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Licensee shall give PHMC reasonable advance notice of intended audits.
- 6. Non-Appropriation and Fiscal Funding.** The obligations of the Licensee under this Agreement do not constitute a general obligation or indebtedness of Licensee for which Licensee is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Licensee shall have the right to terminate this Agreement at the end of any Licensee fiscal year if the governing body of Licensee does not appropriate sufficient funds as determined by Licensee's budget for the fiscal year in question. Licensee may effect such termination by giving written notice of termination to PHMC at the end of its then-current fiscal year to be effective as of the last day of Licensee's fiscal year.
- 7. Payment, Interest and Late Payments.** Licensee's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by PHMC, Licensee shall notify PHMC of the error not later than the twenty first (21st) day after the date Licensee receives the invoice. If the error is resolved in favor of PHMC, Licensee, shall be entitled to receive interest on the unpaid balance of the invoice submitted by PHMC beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Licensee, PHMC shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

- 8. General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto

liability coverages of required policies, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Client shall furnish County with a certification of coverage issued by the insurer. Client shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Client shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

- 9. Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 10. Sales and Use Tax Exemption.** Licensee is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Licensee. Exemption certificates will be provided to contractors and suppliers upon request.
- 11. Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Licensee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Licensee as to whether or not the same are available to the public. It is further understood that Licensee's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Licensee, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Licensee by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 12. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- 13. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Public Health Management Corporation

Signed by:
By: Michael K. Pearson
3C784066D1FD46C...

Printed Name: Michael K. Pearson

Title: President & CEO

Date: June 13, 2025 _____, 20____

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson
Commissioners Court

Date: _____, 20____

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jun 16 2025 Time: 11:21 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 13 2025 Time: 3:06 pm

HOSTED SOFTWARE SERVICE AGREEMENT

This Hosted Software Service Agreement is made as of the date of last signature below (the “*Effective Date*”) by and between Public Health Management Corporation, with offices at 1500 Market Street, LM 500, Philadelphia, PA 19102 (“*PHMC*” or “*we*”) and the party identified on the signature page below as “Licensee” (“*Licensee*” or “*you*”), each a “*Party*” and collectively the “*Parties*”. As used in this Agreement, “*you*” means the Licensee, i.e., any individual or entity that desires to pay for and use the Services and is agreeing to the terms and conditions contained in this Agreement. It shall be conclusively presumed that any individual that purports to accept the terms and conditions of this Agreement on behalf of an entity identified as the Licensee is authorized to bind the Licensee to use and purchase the Services.

This Agreement sets forth the terms under which PHMC will provide Licensee with access to and use of certain Software offering(s) identified herein (each, a “*Software Service*” and collectively, the “*Software Service*” or “*Software Services*”).

This Agreement, together with all exhibits attached hereto, forms a binding contract between Licensee and PHMC. In addition, Licensee agrees that unless explicitly stated otherwise, any updates or Enhancements to the Software Service(s) that are made available to Licensee, and/or any new Software Service(s) subsequently purchased by Licensee under an Amendment, will be subject to this Agreement.

In consideration of the mutual obligations contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

- (a) “*Affiliate*” as used herein shall mean any organization in which Licensee owns a controlling or majority interest, whether by direct ownership or by agreement, during any License year or acquires a controlling interest or majority interest, whether by direct ownership or by agreement, in such organization during a License year for as long as Licensee holds such controlling interest or majority ownership.
- (b) “*Agreement*” as used herein shall mean these terms and conditions, together with any and all Amendments referencing these terms and conditions, the exhibits and schedules attached hereto and any other amendments, statements of work, attachments or appendices thereto, whether attached or incorporated by reference.
- (c) “*Bug*” or “*Error*” as used herein shall mean an instance when the Software does not perform in accordance with the current Documentation.
- (d) “*Court*” as used herein means only a single court on a per-physical-location basis (i.e., a courtroom building) and does not mean multiple courts with separate physical locations. For instance, if there are multiple courts within your county (or township, parish, state, province, or country, etc.), each court with a separate physical location is considered a Licensee under this agreement, and each must sign up and pay fees separately. A court system or any combination of multiple courts each having separate physical locations are not permitted to sign up for paid subscription services as a single account under this Agreement.
- (e) “*Documentation*” as used herein shall mean such manuals and other standard end-user Documentation that PHMC ordinarily makes available with the Software in its discretion from time to time, including amendments and revisions thereto.
- (f) “*Enhancements*” as used herein shall mean any modifications or improvements with respect to the functionality or performance of the Software, which are requested by Licensee through an executed Statement of Work.

- (g) **“Licensee Data”** as used herein shall mean Licensee’s data entered into, stored, or otherwise processed by the Software Services, exclusive of Usage Data.
- (h) **“Maintenance and Support Services”** as used herein shall mean those maintenance and support services provided by PHMC relating to Licensee’s use of the Software Services, as further detailed in Section 6
- (i) **“Permitted Users”** as used herein shall mean the maximum number of Users permitted to use the Software under Licensee’s License, whether at the Server location or by remote access. *Under no circumstances may the Software be operated at the same time on more than the number of computers for which a separate License fee has been paid to PHMC.*
- (j) **“Professional Services”** as used herein shall mean any additional services that are not standard maintenance and support services and NOT in relation to functionality or performance of the Software. Additional services are to be fully described in a negotiated and executed Statement of Work. Professional Services are more specifically detailed in Section 4 “Professional Services.”
- (k) **“Server”** as used herein shall mean the server equipment at PHMC, a single website hosted by PHMC, or a hosting company approved by PHMC.
- (l) **“Services”** as used herein shall mean the services provided by PHMC to Licensee under this Agreement, including the Software Services, Maintenance and Support Services, and Professional Services.
- (m) **“Software”** or **“Software Services”** as used herein shall mean one of PHMC’s Software Suites, as modified for Licensee by PHMC, as described in **Exhibit A (“Software and Services Summary”)** hereto, and includes program object code as well as systems and operations Documentation in their standard Versions and as customized for Licensee by PHMC.
- (n) **“Software License”** or **“License”** as used herein shall mean the License to use the Software granted to Licensee pursuant to the Agreement.
- (o) **“Statement of Work”** or **“SOW”** as used herein shall mean any statement of work negotiated and signed by both Parties that references this Agreement.
- (p) **“Usage Data”** as used herein shall mean technical data generated from Licensee’s use of the Software Services.
- (q) **“Users”** as used herein shall mean the individual users authorized by Licensee to use the Software Service under Licensee’s License.
- (r) **“Version”** as used herein shall mean a version of the Software which contains Enhancements, which PHMC may provide for the Software pursuant to an approved and funded Statement of Work.

2. LICENSE

- (a) Software License. Subject to the terms and conditions set forth herein and timely payment of the Software License and Maintenance and Support Fees, PHMC hereby grants to Licensee and its Affiliates, a limited, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicensable, worldwide, renewable, annual License to use the Software identified on **Exhibit A** during the Term of the Agreement as set forth in Section 9 “License Term” as such Software is made available through the Software Service.
- (b) Restrictions.

- (i) Subject to the terms and conditions of this Agreement, Licensee shall have the right to use the Software in the Version set forth on *Exhibit C - "Licensing and Maintenance Fees"* for Licensee's internal business purposes, provided, however, that Licensee's use does not at any time exceed the number of Permitted Users as set forth on *Exhibit C*, nor exceed the definition of "Court" above. Licensee agrees to prevent any persons other than approved employees of Licensee from using or having access to any part of the Software.
- (ii) No part of the Software may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Software by any means other than through the interfaces that are provided by PHMC. Licensee shall not do any "mirroring" or "framing" of any part of the Software or create Internet links to the Software which include log-in information, usernames, passwords, and/or secure cookies. Licensee shall be responsible for its Users' use of the Software.
- (iii) Licensee is responsible for all activities conducted by its Users and for its Users' compliance with this Agreement, including the content of all Licensee Data. Licensee and its Users will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with the use of the Software, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will not:
 - (1) introduce into or transmit through the Software Service any virus, worm, trap door, back door, and other harmful or malicious code, files, scripts, agents, or programs;
 - (2) transmit or store infringing material in the Software Service;
 - (3) send any electronic communication from the Software Service that is unlawful, harassing, libelous, defamatory or threatening.
- (iv) Any changes, additions, and enhancements made to the Software in the form of new or partial programs or documentation as may be provided by PHMC under the Maintenance and Support Services shall remain the property of PHMC.

3. DATA AND OWNERSHIP

- (a) Data Ownership. All Licensee Data is the property of Licensee. Licensee understands and permits PHMC to collect Usage Data, e.g., in order to make any necessary system modifications, to provide technical support, to generate descriptive reports, and to manage and maintain a repository of data that can be used to evaluate programs and policies. PHMC agrees to take reasonable efforts to safeguard Licensee Data and Usage Data and to protect the identity of persons entered into the database. PHMC agrees to comply with all state and federal statutes and regulations and contractual conditions with regard to the protection of client confidentiality.
- (b) Software Ownership. Licensee acknowledges and agrees that, as between Licensee and PHMC, all right, title and interest in the Software, and any part or derivation thereof, including, without limitation, all rights to patents, copyrights, trademarks, trade names, trade secrets and all other intellectual property rights therein and thereto, and all copies thereof, in whatever form, shall at all times remain solely with PHMC. PHMC may use without restriction any and all ideas, concepts, methods, know-how, or techniques related to the programming and processing of data discovered or developed by PHMC during the performance of Professional Services under any SOW.
- (c) Documentation. All Documentation, including specifications developed by PHMC under any SOW, shall be the property of PHMC provided, however, PHMC grants Licensee the limited right to use such Documentation in accordance with this Agreement.

- (d) All Rights Reserved. All rights, including all intellectual property rights, not expressly granted to Licensee under this Agreement are hereby reserved to PHMC. Licensee agrees and acknowledges that the Software is and contains valuable confidential information and intellectual property belonging solely to PHMC, and that Licensee has not purchased or been sold or granted any interest in the Software except for the license rights expressly provided herein.

4. PROFESSIONAL SERVICES

- (a) Professional Services Provided by PHMC. Professional Services included in the License Fee for the Software are outlined in *Exhibit C*.
- (b) Professional Services Requested by Licensee. Licensee may from time to time request, in writing and in sufficient detail, additional Professional Services to be performed by PHMC. Professional Services that are not included in the License Fee for the Software may be provided by PHMC at the then-current rates. Professional Services may include installation and demonstration of additional software, implementation services, education and training services and/or customization services, all as more fully described in a negotiated and executed Statement of Work. PHMC will prepare a Statement of Work containing, among other provisions, a description of the Professional Services to be performed and an estimate of the related costs. A Statement of Work shall become binding upon execution of the Statement of Work by Licensee and PHMC. All such Professional Services shall be subject to the terms and conditions of this Agreement.
- (c) Prepayments. Prepaid services must be utilized within one (1) year from the date of prepayment.
- (d) Time and Materials; Expenses. Unless otherwise set forth on a particular Statement of Work with respect to Professional Services performed on a fixed fee basis, all Services performed hereunder will be billed on a time and materials basis, plus reasonable out of pocket expenses incurred by PHMC to be reimbursed to PHMC as provided under Section 7 hereof.

5. DELIVERY AND ACCEPTANCE

- (a) Delivery of Software Services.
- (i) Delivery (Standard). PHMC agrees to deliver to Licensee access to the applicable Software through the Software Services following invoice payment.
- (ii) Deployment (Enhancement). PHMC agrees to give access to Licensee to a “beta copy” of the Software through the Software Services within the estimated delivery window in the Statement of Work.
- (1) The deployment phase includes the steps necessary to implement the PHMC Enhancements with the features/functionality described in Statement of Work, if applicable. Licensee will transition to PHMC’s Customer Support at go live, at which time PHMC’s Customer Support (not PHMC’s Implementation Team) will be the primary contact for the Licensee.
- (2) For a period of two (2) weeks after going live, the PHMC Implementation Team will still be available to provide support to answer any questions, address issues, and make sure Licensee is successful using the PHMC Software Service.
- (b) Acceptance of Software Services.
- (i) Acceptance (Standard). Software made available to Licensee will be tested by Licensee within two (2) weeks of delivery. Upon delivery of the Software to Licensee, Licensee will

perform acceptance testing of the Software to confirm that programs are error-free and conform to *Exhibit A*.

- (ii) Acceptance (Enhancement). Software Enhancements made available to Licensee will be tested by Licensee against the applicable SOW within two (2) weeks of delivery. Upon access of the Software to Licensee, Licensee will perform acceptance testing of the Software to confirm that programs are error-free and conform to the applicable SOW.
 - (1) If errors or specification conflicts are found, Licensee will notify PHMC’s Client Services Representative (“*CSR*”), listed in Section 18 of this Agreement by e-mail and telephone, and provide a written description, in sufficient detail, in each instance to PHMC of such errors or specification conflicts to enable PHMC to recreate and address such error or specification conflict.
 - (2) Licensee will create and maintain an “Acceptance Testing” spreadsheet of all issues and their status, which it will share regularly with PHMC.
 - (3) Upon receipt of a written description of an error or specification conflict, PHMC will evaluate the circumstances of the error or specification conflict and estimate the time to complete correction. The error or conflict will be addressed by PHMC and seek to implement a new Version of the Software correcting the issue within two (2) weeks of notification of error unless PHMC notifies Licensee, in writing, that additional time will be required to address the error or conflict.
- (c) Delivery of Implementation and Training Services. Implementation and training services ordered by PHMC as set forth in the applicable *Exhibit A* shall be performed in accordance with PHMC’s customary practices for the level of services purchased. PHMC does not provide dedicated project management for Licensee during implementation unless separately purchased. Implementation is performed remotely unless otherwise specified.
- (d) Licensee Responsibilities. PHMC is not responsible, and will not be liable, for Licensee’s configuration decisions or the Software Service’s ability to allow Licensee to comply with all laws and regulations in Licensee’s unique circumstances, nor for any delays in implementation caused by Licensee, including but not limited to, Licensee delays in providing clean and validated data, if needed, or Licensee delays in making necessary business decisions with respect to the configuration of the Software Service.

6. MAINTENANCE AND SUPPORT SERVICES

- (a) Licensee’s Role:
 - (i) Except for the initial delivery and acceptance, for which PHMC agrees to assist Licensee, Licensee will be responsible for accessing the Software on its PCs and networks;
 - (ii) Licensee will provide the first line of User support (Licensee’s helpdesk and training staff), including by identifying Licensee contacts to evaluate questions and problems, before engaging PHMC’s Maintenance and Support Services;
 - (iii) The only data Licensee will be able to access is data that is entered into the current Version of the Software. The Software does not provide backward compatibility to data entered into previous Version(s) of the Software;
 - (iv) Licensee agrees to promptly inform PHMC in writing of any programming error in the Software that requires correction, together with such supporting file/record dumps and

output reports/copies of screen displays as may be necessary or reasonably requested by PHMC to examine and trace the programming error;

- (v) Licensee agrees to identify a primary contact representing its organization. This individual is the person who will contact PHMC's CSR. All communication will occur between PHMC's CSR and this individual. This individual should be intimately familiar with the Software, as well as the original specifications. Licensee will identify a secondary, backup contact in case the primary contact is unavailable.
 - (vi) Licensee agrees to contact PHMC's CSR via e-mail to initiate Maintenance and Support Services describing the identified problem in extensive detail as outlined in Section 6(b)(ii). PHMC staff will then respond to Licensee's identified representative via telephone or e-mail following the escalation procedures detailed within **Exhibit A**.
 - (vii) Accompanying receipt of an e-mail for service work from Licensee's identified representative to PHMC's CSR signed by an authorized representative of Licensee, PHMC will review the SOW containing a description of the Professional Services to be performed. An SOW shall become binding upon execution of the SOW by authorized representatives of Licensee and PHMC and will be forwarded to the Licensee-identified representative via e-mail.
 - (viii) On request, Licensee agrees to promptly provide PHMC with sufficient support and test time on Licensee's computer system to duplicate the error, confirm that the error is with the Software, and to confirm that the error has been fixed.
 - (ix) Licensee shall bear the cost of error identification and correction, if any, at the then-current rates, plus any out-of-pocket expenses, if after investigation by PHMC, PHMC determines that such error occurred as a result of Licensee's configuration or equipment.
- (b) PHMC's Role: Maintenance and Support. During the Term of this Agreement and provided Licensee's Maintenance and Support Fee (if applicable) has been timely paid, PHMC shall:
- (i) Supply Licensee with any improvements or modifications to the Software that PHMC does not charge for as options or as separate products.
 - (ii) Provide off-site communications, such as telephone, facsimile and e-mail support, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday (excluding PHMC holidays), Eastern Time, to the extent technically feasible in order to provide support to cause the Software to perform substantially in accordance with applicable Documentation. For purposes of providing the Maintenance and Support Services, PHMC agrees to implement the procedures attached hereto within **Exhibit A** and incorporated herein by reference. If Licensee specifically requests PHMC to visit Licensee's site in connection with the correction of one or more errors not covered by PHMC's Maintenance and Support Services, Licensee shall reimburse PHMC for all out of pocket expenses incurred in connection therewith as described in **Exhibit C**.
 - (iii) The Software is certified by PHMC to run with current Versions of Google Chrome (preferred), Microsoft Edge, or Mozilla Firefox. In the event changes occur to Google Chrome, Microsoft Edge, or Mozilla Firefox subsequent to Licensee's acceptance of the Software, other than as a result of a Bug or Error in the Software, PHMC will seek to fix the Software so that it becomes fully compatible with the then-current Versions of Google Chrome, Microsoft Edge, or Mozilla Firefox at PHMC's then current hourly rates. Updates do not include platform extensions to different hardware platforms or different operating system platforms.

- (iv) Maintenance and Support Services will be provided for the then-current Version of the Software as specified by PHMC.
- (c) PHMC's Role: Professional Services.
 - (i) PHMC will provide one complete set of end-user Documentation, available for download within the Software. Additional end-user Documentation may be requested from PHMC's Client Service Representative.
 - (ii) PHMC will provide remote training sessions, pursuant to *Exhibit C*, at a time that is mutually agreeable to both Parties, at PHMC's then-current rates.
 - (iii) Upon acceptance of a Statement of Work, PHMC and Licensee recognize that PHMC agrees to use reasonable efforts to develop and implement solutions to stated Professional Services, should the need arise.
- (d) PHMC's Role: Functionality Enhancements to Software.
 - (i) Upon acceptance of a Statement of Work, Licensee recognizes that its Version of the Software is not the "standard" Version of the Software offered for use on a subscription basis. Software changes made in the delivered product at Licensee's request will disqualify it from any updates PHMC may make available to licensees of its standard Software.
 - (ii) Where Enhancements, Versions or revisions affect program modules shared in common with other licensees of the Software, Licensee may request in writing to receive the updates at the cost necessary to make the Enhancements, Versions or revisions compatible with the Software.

7. HIPAA AND DATA PRIVACY/PROTECTION COMPLIANCE

- (a) Because the work that the Parties are engaged in, as part of this Agreement, may involve access to: (1) Protected Health Information, as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Patient Protection and Affordable Care Act (ACA); and (2) personal information, governed by state data privacy and data protection laws, the Parties hereby agree to sign a Business Associate Agreement (*Exhibit B* attached hereto) and a Data Processing Agreement (DPA) (*Exhibit D* attached hereto), both of which are incorporated by reference herein.
- (b) Order of Precedence. Any inconsistency or conflict in the provisions of this Hosted Software Service Agreement, the BAA and the DPA, shall be resolved to the extent of such inconsistency or conflict by giving precedence in the following order: the BAA (solely in respect of the processing of any Protected Health Information (as defined by HIPAA), the DPA (solely in respect of the processing of any Personal Information (as defined in the Data Processing Agreement entered into between the Parties)), this Hosted Software Service Agreement.

8. PAYMENTS

- (a) License Fee. Upon execution of this Agreement, Licensee shall pay PHMC the License fee for the Software identified on *Exhibit A* and outlined in *Exhibit C* (the "*License Fee*"). If Licensee and PHMC amend this Agreement to include additional Software, Licensee shall pay PHMC such additional License fees as may be agreed to by the Parties at such time. The License Fee, pursuant to the Services outlined in *Exhibit C*, is \$1,275 for the "up to 5 User" License, assuming up to five (5) active Users per year, per Court (if applicable), paid up front, or \$3,060 for the "up to 25 User" License, assuming up to twenty-five (25) active Users per year, per Court (if applicable), paid up front. This License Fee does not provide for any additional Services unless specifically outlined in *Exhibit A*.

- (b) Maintenance and Support Fees. Upon execution of this Agreement, Licensee shall pay, in advance, the Maintenance and Support Fee for the Software selected. Additionally, Licensee agrees to pay PHMC, at the rates specified in *Exhibit C*, for time spent and expenses incurred if analysis and maintenance of a problem indicates it was not the result of a nonconformance in the Software with the Documentation provided to Licensee therewith or if:
- (i) The Software has been modified, changed or altered by anyone other than PHMC unless authorized by PHMC in writing;
 - (ii) The computer hardware used in the operation of the Software is not in good operating order or is not installed in a suitable operating environment;
 - (iii) The failure to perform substantially in accordance with the standard Documentation is caused by Licensee or its agents, servants, employees or contractors (including, without limitation, by Licensee's failure to follow all instructions contained in such standard Documentation); or
 - (iv) Licensee fails to notify PHMC promptly, in writing, of such failure after it is discovered. These charges will be invoiced at PHMC's then-current rates plus reasonable out of pocket expenses. PHMC shall have no duty to provide error identification or correction if all sums then due to PHMC under this Agreement have not been paid or Licensee is otherwise in material breach of its obligations under this Agreement.
- (c) Taxes. Licensee shall be responsible for all use, sales, excise, transfer, ad valorem and other taxes, tariffs and duties (except for taxes on PHMC income), or any other tax or fee in lieu thereof imposed by any government or governmental agency or authority, associated with the License or use of the Software, or associated with any services provided by PHMC hereunder.
- (d) Expenses. Licensee agrees to reimburse PHMC for any reasonable or requested out-of-pocket expenses incurred by PHMC in connection with the performance of any Services under this Agreement or any SOW, including without limitation, travel to and from Licensee's site, lodging, meals, telephone, shipping and any other expenses incurred at the specific request of Licensee or with Licensee's consent.
- (e) Form and Time of Payment. All payments due from Licensee to PHMC shall be payable in United States currency. Unless otherwise specified in this Agreement all amounts shall be paid by Licensee to PHMC within thirty (30) days of receipt of an invoice from PHMC. Any sums not paid when due may accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Licensee will also be responsible for all costs of collection including reasonable attorneys' fees and expenses. Payments will be applied first to accrued and unpaid interest and second to any remaining amounts will be applied to the outstanding fees, expenses and the costs.

9. LICENSE TERM

- (a) The initial term of this Agreement shall be for a period of one (1) year commencing on the date of purchase via a third-party vendor or receipt of Licensee's payment via check or credit card (regardless of whether Licensee's Users log into or use the Services) ("**Start Date**"), and will end one (1) year after the Start Date ("**End Date**") (such term, the "**Initial Term**"). Service is on a "per day" basis. A day ends at 11:59:59 pm US Eastern Standard time and begins the next billing day at 12:00:00 am U.S. Eastern Standard time. Unless not renewed or terminated as provided below, the Agreement will automatically renew for subsequent terms of one (1) year (each such extension or renewal, a "**Renewal Term**"). The Initial Term and all applicable Renewal Terms shall be the "**Term.**"

- (b) Licensee may, at least thirty (30) days before the end of the then-current Term, inform PHMC that Licensee does not intend to renew, or wishes to cancel the Agreement.
- (c) PHMC may modify the prices or fees for Services for each Renewal Term upon thirty (30) days' notice to Licensee; *provided, however*, if Licensee does not agree to accept the new pricing, Licensee may terminate the affected Agreement without penalty within thirty (30) days of the date of such notice. Any continued use of the Software thirty (30) days after such notice date shall be deemed acceptance of the new pricing.
- (d) PHMC accepts no responsibility for late cancellations or cancellation requests not received due to printer or fax failure, download failure due to (and not limited to) disconnection from the Internet, power failure, heavy Internet traffic, instructions not received due to an incorrect customer information, illness, a cancellation request sent to a wrong email address or a company other than PHMC, computer failure, or hardware error. It is Licensee's responsibility to ensure that cancellation requests are received timely by PHMC.

10. TERMINATION

- (a) Licensee shall have the right to terminate this Agreement as follows:
 - (i) Subject to a formal notice of termination by the Licensee **within ninety (90) days following the Start Date**, Licensee may receive a prorated refund based on the date of cancellation of any subscription fees already paid by Licensee, less a cancellation-processing fee of one-hundred dollars (U.S. \$100). Any notice of termination received after ninety (90) days shall NOT be eligible for refund.
 - (ii) Licensee may terminate the Agreement without penalty within thirty (30) days following the date of a notice of revised pricing for the next Renewal Term if Licensee does not agree to accept the new pricing.
- (b) PHMC shall have the right to terminate this Agreement in its entirety if Licensee fails to pay any License Fee or any other fees or sums that it is required to pay under this Agreement or any SOW (a "***Payment Default***") and such failure is not corrected within fifteen (15) business days after PHMC gives written notice of such nonpayment to Licensee.
- (c) Other than for a Payment Default, either Party may immediately terminate this Agreement and any applicable SOWs hereunder in the event the other Party commits a material breach of any provision of this Agreement that is not cured within thirty (30) days of written notice from the non-breaching Party. Such notice by the complaining Party shall expressly state all of the reasons for the claimed material breach in sufficient detail so as to provide the alleged breaching Party a meaningful opportunity to cure such alleged breach and shall be sent to the General Counsel of the alleged breaching Party at the address listed in the heading of this Agreement (or such other address that may be provided pursuant to this Agreement) ("***Notice***").
- (d) Upon termination or expiration of this Agreement for any reason, Licensee shall have no rights to continue use of the Software. If this Agreement is terminated for any reason other than a termination as a result of PHMC's material breach of the Agreement, then PHMC shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of PHMC's material breach of this Agreement, then Licensee shall be entitled to a refund of the pro rata portion of any prepaid fees for the remaining terminated portion of the Term.
- (e) If the Software is alleged to infringe or violate any third party's proprietary rights and Licensee's use thereof is or may reasonably be expected to be enjoined, PHMC shall, at its option, either secure for Licensee the right to continue to use such Software, or replace and modify such Software to make it non-infringing. If either option is not commercially reasonable, PHMC reserves the right

to terminate the License and refund a pro rata share of the License Fee and Maintenance and Support Services fees.

- (f) In no event shall any termination of this Agreement excuse either Party from any breach or violation of this Agreement and full legal and equitable remedies shall remain available therefor, nor shall it excuse Licensee from making any payment due under this Agreement with respect to any period prior to the date of termination.
- (g) Subscription Termination. A subscription to any Service(s) may be terminated at any time, and without cause (as outlined above), upon notification by electronic or conventional mail, or by fax, if available.
 - (i) By sending an email to PHMC at courttools@phmc.org
 - (1) Subject line “subscription cancellation request”
 - (2) Body of the email: the reason for cancellation.
 - (ii) Upon delivery of a cancellation request email, Licensee will receive a confirmation email from PHMC with a tracking number confirming that the cancellation request has been received. Once a cancellation request is processed by PHMC, Licensee will receive, via email, a subscription cancellation confirmation. Should Licensee not follow the correct cancellation instructions, the account will remain active and Licensee will be responsible for all charges incurred up to the time the subscription is deactivated.

11. WARRANTIES AND DISCLAIMERS

- (a) PHMC Warranties. PHMC warrants that the Software will function in accordance with the Documentation provided to Licensee therewith. PHMC further warrants that the Professional Services and the Maintenance and Support Services provided hereunder will be performed in accordance with the standard of care generally applicable in the industry. PHMC warrants that the Software will be free of viruses, Trojan horses, worms, spyware, or other such malicious code (“*Malicious Code*”) as delivered by PHMC to Licensee. Any Malicious Code contained in Licensee-uploaded attachments or otherwise originating from Licensee or its Users is not covered by any PHMC warranty. Any Services required from PHMC to remediate issues caused by Licensee Data will be billed at current PHMC rates documented in *Exhibit C*. PHMC warrants that it has the right to license the Software on the terms and conditions of this Agreement, and that it knows of no claim by any third party that the use of the Software infringes the United States copyright, or the United States patent, of any third party. If any legal action is threatened or taken against the Licensee in respect of Licensee’s use of the Software, then Licensee shall immediately inform PHMC and permit PHMC to defend such action. PHMC may, at its expense, change, modify, or delete all, or any part of, the Software in order to avoid any such infringement, or alleged infringement, of copyright, patent, or misappropriation, but in doing so, PHMC shall use reasonable efforts to avoid materially reducing the functionality or performance of the Software or terminate the Agreement and refund a pro rata share of the License Fees and Maintenance and Support Services fees paid.
- (b) Licensee Warranties. Licensee represents, warrants and covenants that: (i) all of Licensee’s activities relating to this Agreement, including but not limited to Licensee’s use of the Software, will not violate any applicable law, rule or regulation, and Licensee will obtain all consents, permits and approvals and will enter into all agreements required to comply with such laws, rules and regulations; (ii) this Agreement constitutes a valid and binding obligation of Licensee, enforceable in accordance with its terms; and (iii) Licensee will not disclose or provide access to the Software to any third party and will not allow any third party to use the Software.

- (c) Disclaimers. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF AND RELIANCE UPON THE SOFTWARE IS AT LICENSEE'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND. EXCEPT AS SET FORTH ABOVE IN SECTION 11(a), PHMC HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EXCEPT AS HEREIN PROVIDED, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OR SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OF ACCURACY, OF COMPLETENESS, OF LEGALITY, OF QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING: (I) PHMC DOES NOT REPRESENT, WARRANT OR COVENANT AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS PROVIDED BY THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT ANY DATA OR REPORT SUBMITTED TO ANY AGENCY, GOVERNMENTAL OR OTHERWISE USING THE SOFTWARE WILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND RULES; AND (II) PHMC MAKES NO REPRESENTATION, WARRANTY OR COVENANT AS TO NON-INFRINGEMENT AND RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON ANY CLAIM BY A THIRD PARTY OF RIGHTS IN OR TO ANY INTELLECTUAL PROPERTY ASSOCIATED THEREWITH. NO ORAL OR WRITTEN STATEMENT SUPPLIED BY PHMC SHALL CREATE A WARRANTY. PHMC DOES NOT WARRANT THAT EITHER THE FUNCTIONAL SPECIFICATIONS OR THE FUNCTIONS CONTAINED OR TO BE CONTAINED IN THE SOFTWARE SHALL MEET THE LICENSEE'S REQUIREMENTS OR SHALL OPERATE IN THE COMBINATION WHICH LICENSEE SELECTS FOR USE, OR THAT THE OPERATION OR USE OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE. LICENSEE ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE LICENSEE'S INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE.
- (d) PHMC shall have no obligation in respect of any breach of warranty contained in Section 11(a) if Licensee fails to implement Software in accordance with Documentation provided with Software, if fault arises out of hardware-related issues, or there have been any changes, additions or modifications made to the Software by Licensee.

12. LIMITATIONS ON REMEDIES; LIMITATION OF LIABILITY

- (a) In the case of a breach of the warranty concerning the Software as set forth in Section 11(a) above, Licensee's sole and exclusive remedy and PHMC's only obligation shall be to cause the Software to operate substantially in accordance with the applicable functional specifications as stated in the standard Documentation. In the case of a breach of the warranty concerning the Services as set forth in Section 11(a) above, Licensee's sole and exclusive remedy and PHMC's only obligation is to re-perform the Services. In the case of an alleged breach of the Software warranty, Licensee must give PHMC written notice during the applicable warranty period. In the case of an alleged breach of the Services warranty, Licensee must give PHMC written notice within thirty (30) days after performance of the Services or receipt of the deliverable resulting from the Services, whichever is later.
- (b) NEITHER PHMC NOR ANY DISTRIBUTOR, LICENSEE OR AGENT THROUGH WHOM LICENSEE OBTAINED THE SOFTWARE SHALL BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY LICENSEE AS A CONSEQUENCE OF THE USE OR PERFORMANCE OF THE

SOFTWARE, THE DOCUMENTATION, THE UNDERLYING ALGORITHM OR OTHERWISE, EVEN IF PHMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT ANY LIMITATION ON REMEDIES IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE. IN ANY EVENT, UNDER NO CIRCUMSTANCES SHALL PHMC BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE TO LICENSEE IN AN AMOUNT EXCEEDING THE CURRENT ANNUAL LICENSE FEE PAID BY LICENSEE TO PHMC UNDER THIS AGREEMENT, WHETHER ARISING AS A RESULT OF: (I) ANY BREACH OF THIS AGREEMENT BY PHMC; (II) ANY ACT OR FAILURE TO ACT BY PHMC; (III) PHMC'S NEGLIGENCE OR GROSS NEGLIGENCE; (IV) ANY CLAIM MADE AGAINST LICENSEE BY ANY OTHER PARTY EVEN IF PHMC HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM. LICENSEE AGREES THAT IT SHALL NOT ASSERT ANY CLAIM(S) AGAINST PHMC BASED ON ANY THEORY OF STRICT LIABILITY.

- (c) LICENSEE ACKNOWLEDGES THAT THE SOFTWARE IS NOT INTENDED FOR USE BY COMPUTER USERS IN GENERAL BUT IS INTENDED FOR USE ONLY BY BUSINESS PROFESSIONALS AND SHALL NOT IN ANY FORM OR MANNER SUBSTITUTE FOR THE EXERCISE OF THEIR PROFESSIONAL OR BUSINESS JUDGMENT. LICENSEE AGREES TO BEAR FULL AND EXCLUSIVE RESPONSIBILITY AND LIABILITY FOR THE ACCURACY AND APPROPRIATENESS OF THE INPUT AND THE USE OF THE OUTPUT OF THE SOFTWARE BY LICENSEE, LICENSEE'S PERSONNEL, AGENTS, CLIENTS AND CUSTOMERS.
- (d) NO ACTION RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE PARTY CONCERNED KNOWS OR, IN THE EXERCISE OF CARE REASONABLE UNDER THE CIRCUMSTANCES, SHOULD HAVE BECOME AWARE OF THE FACTS CONSTITUTING THE CAUSE OF ACTION.
- (e) NOTWITHSTANDING THE FOREGOING, PHMC IN NO EVENT SHALL BE LIABLE FOR ANY CLAIM WHICH IS BASED ON: (A) LICENSEE'S CONTINUED USE OF THE SOFTWARE AFTER IT HAS BECOME AWARE OF THE EXISTENCE OF ANY CLAIM OR POTENTIAL CLAIM OF INFRINGEMENT OR AFTER IT HAS BEEN NOTIFIED OF THE EXISTENCE OF SUCH A CLAIM AND HAS BEEN REQUESTED TO CEASE ALL USE OF THE SOFTWARE; (B) THE USE OR COMBINATION OF THE SOFTWARE WITH ANY OTHER SOFTWARE OR HARDWARE NOT SUPPLIED TO LICENSEE BY PHMC; (C) ANY CHANGE, MODIFICATION, ADDITION OR ENHANCEMENT TO OR OF THE SOFTWARE NOT MADE BY OR AT THE DIRECTION OF PHMC; OR (D) LICENSEE'S USE OF ANY VERSION BUT THE LATEST AVAILABLE (OR THE IMMEDIATELY PRIOR) VERSION OF THE SOFTWARE. THE FOREGOING STATES THE ENTIRE LIABILITY OF PHMC AND LICENSEE REGARDING INTELLECTUAL PROPERTY RIGHT CLAIMS BY THIRD PARTIES.

13. INDEMNIFICATION

- (a) Licensee, at its expense, shall indemnify, defend and hold harmless PHMC, its Affiliates and its and their respective officers, directors, employees, agents, representatives, and suppliers from any damages, liabilities, losses, injuries, death, costs (including but not limited to reasonable attorneys' fees and court costs), fees or expenses which arise, directly or indirectly, from or are alleged to have arisen, directly or indirectly, from; (i) any act, omission, negligence, unlawful action or willful misconduct by Licensee or of any officer, director, employee, agent, representative or consultant working for Licensee (whether paid or unpaid) in connection with any activity relating to this Agreement, including but not limited to the use of the Software; (ii) any violation or breach by Licensee or any officer, director, employee, agent, representative or consultant of Licensee (whether paid or unpaid) of any term of this Agreement including but not limited to any representation, warranty or covenant, or of any law, regulation or rule governing any activity of Licensee relating to this Agreement; or (iii) any Licensee Data.

- (b) PHMC, at its expense, shall indemnify, defend and hold harmless Licensee against any losses, costs and damages arising from a claim by a third party against Licensee that the Software, or any part thereof, infringes any intellectual property rights of such third party or misappropriates any protected trade secret of such third party. PHMC's obligations under this Section 13 are subject to Licensee providing PHMC with; (i) prompt written notice of the claim, (ii) sole control over the defense or settlement (provided however, that any such settlement shall not result in financial liability on Licensee or require its admission of any fault without its prior written consent), and (iii) reasonable support and cooperation with regard to the defense. In the event that PHMC's right to provide the Services is enjoined or in PHMC's reasonable opinion is likely to be enjoined, PHMC may, at its expense, obtain the right to continue providing the Services, replace or modify the Services so that they become non-infringing but remain functionally equivalent, or if such remedies are not reasonably available, terminate this Agreement and refund to Licensee any amounts applicable to the Services enjoined; provided however, the refund of any amounts or termination of this Agreement shall not relieve PHMC of its indemnification, defense and hold harmless under this Agreement. This provision shall survive termination of this Agreement.
- (c) Each Party shall indemnify, defend, and hold harmless the other Party, and each of their directors, officers, employees, shareholders, agents, successors and permitted assigns from and against any and all actual or threatened suits, claims, actions, causes of actions, judgments, damages, liabilities, losses, costs and expenses (including without limitation court costs, litigation expenses and reasonable attorneys' fees) arising out of: (i) violations of applicable law; or (ii) a Security Incident under the BAA or DPA. This shall include, but is not limited to: (a) expenses incurred to provide notice to affected persons and entities whose Protected Health Information or Personal Information may have been affected as a result of a Security Incident and to law-enforcement agencies, regulatory bodies, or other third parties as required to comply with law; (b) expenses incurred to engage an independent third-party forensic investigator, legal counsel, and/or any other third party, to investigate assess or remediate the Security Incident and to comply with all laws and/or relevant industry standards; (c) expenses related to the reasonably anticipated and commercially recognized data breach mitigation efforts including, but not limited to costs associated with the offering of credit monitoring for a period of at least twelve (12) months or such longer time as is required by law or recommended by one or more regulators; (d) fines, penalties, or interest that the indemnified Party pays to any governmental or regulatory authority; and/or (e) any claims by third parties or investigation by law-enforcement agencies or regulatory bodies. Damages for a breach of the BAA and/or DPA and indemnification obligations herein shall not be subject to any limitation of liability provision in this or any other Agreement between the Parties.

14. CONFIDENTIALITY

- (a) Licensee will, and will direct its Affiliates and its and their employees, officers, directors, members, managers, and agents to, keep the Software, including related documentation, and all information and materials concerning or related thereto secret and confidential at all times, to protect PHMC's proprietary rights therein, and not to disclose, disseminate or permit to be disclosed or disseminated any such information or materials to any person, except as expressly authorized hereunder to enable Licensee to carry out its obligations pursuant to this Agreement. Licensee will use the same degree of care to avoid disclosure or dissemination of any such confidential information as it employs with respect to its own information which it does not desire to have disclosed or disseminated, which in no event shall be less than a reasonable standard of care.

15. NON-SOLICITATION

- (a) Each Party agrees that it will not, for the Term of this Agreement and for a period of one (1) year after any expiration or termination of the Agreement, directly or indirectly, cause, induce or attempt to cause or induce any of the other Party's employees or consultants to leave the employ or engagement of such Party or to accept employment or engagement with the other Party or any other employer, without the prior written consent of the other Party. In the event that either Party breaches or attempts to breach any of the provisions of this Section, the non-breaching Party shall have the

right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate.

16. GOVERNING LAW AND JURISDICTION

- (a) The laws of the state where Licensee’s principal place of business is located shall govern all claims relating to this Agreement, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. Each Party irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts in Philadelphia County, Pennsylvania, for all disputes arising out of or relating to this Agreement or the Services that are heard in court (excluding arbitration and small claims court).
- (b) The Software is subject to United States export laws and regulations. Licensee must comply with all domestic and international export laws and regulations that apply to the Software.

17. SUCCESSORS AND ASSIGNS

- (a) Licensee shall not sublicense, sell, rent, lease, lend, give, assign or transfer the Software, License or any portion thereof, or create any derivative works based thereon, without PHMC’s prior written consent, which may be withheld in PHMC’s sole discretion. Any such assignment or attempted assignment without such prior written consent shall constitute a breach and automatically terminate this Agreement. In such an event, all fees shall be due to PHMC under this Agreement for the entire Term within thirty (30) days of notification of termination from PHMC.

18. NOTICES

- (a) Addresses / Addressees. All notices, statements and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given only if (1) personally delivered, (2) mailed by registered, certified or first class mail, (3) transmitted by a reputable express courier service or (4) transmitted by email to the email address indicated below with an acknowledgement of receipt by non-automated means, at the following addresses, or at such other addresses as the Party may, by notice, direct.

- (i) If notice to PHMC, then to:

Administrative Representative:
Contracts & Strategic Sourcing Dept.
Public Health Management
Corporation
Centre Square East
1500 Market Street, LM500
Philadelphia, PA 19102
contracts@phmc.org

Client Services Representative:
Meghan Love
Public Health Management
Corporation
Centre Square East
1500 Market Street, LM500
Philadelphia, PA 19102
mlove@phmc.org
215-399-0990

- (ii) If notice to Licensee, then to Licensee at the contact information provided when completing purchase registration.

- (b) Altering Addresses / Addressees. Any Party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

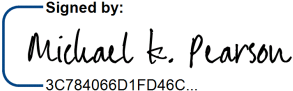
19. MISCELLANEOUS

- (a) Non-Discrimination. Both Parties agree that in the performance of this Agreement, there will be no discrimination against any individual or groups on account of any federal, state or local law, regulation or rule, including but not limited to race, color, gender, sexual preference, religious creed, ancestry, disability, age or national origin. Receipt by either Party of evidence of such discrimination shall be cause for termination.
- (b) Waivers. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- (c) Amendments. This Agreement may not be amended, modified, varied or supplemented except by a written amendment signed by duly authorized representatives of both Parties.
- (d) Severability. The provisions of this Agreement are independent of and severable from each other. No provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any one or more of the other provisions hereof may be invalid or unenforceable in whole or in part.
- (e) Titles. The titles of the Sections and subsections of this Agreement are for convenience or reference only and are not in any way intended to limit or amplify the terms or conditions of this Agreement.
- (f) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one (1) agreement.
- (g) Independent Contractors. The relationship of the Parties under this Agreement is that of independent contractors, and neither Party is an employee, agent, partner or joint venture of the other.
- (h) Force Majeure. Neither Party shall be deemed to be in breach or default of this Agreement if there is any total or partial failure in the performance by it of its duties and obligations hereunder occasioned by any acts of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining materials, energy or other supplies, priorities, strike, labor disputes of whatever nature beyond such Party's reasonable control ("**Force Majeure**"). Such non-performing Party shall be excused the performance by the other Party and shall not be in breach of this Agreement for a period equal to any such prevention, delay or stoppage. The Party affected by any of the Force Majeure circumstances or conditions contemplated by this Section shall promptly notify the other Party, in writing, of the circumstances in sufficient detail to inform the unaffected Party in accordance with the notice provisions hereof. Any such performance obligations shall continue upon the conclusion of the related Force Majeure event.
- (i) Counterparts and Fax Signatures. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. A signature transmitted via facsimile or scanned original will be deemed an enforceable signature for the purpose of demonstrating the signing Party's assent to the Agreement.
- (j) Survivability. All of the warranties, representations, covenants and indemnifications of each Party under this Agreement shall survive the expiration or termination of this Agreement as well as any other provision which by its nature is intended to survive the expiration or termination of this Agreement.

- (1) Entire Agreement. This Agreement and the exhibits hereto, together with any SOWs executed by the Parties, shall constitute the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof shall control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

PUBLIC HEALTH MANAGEMENT CORPORATION

LICENSEE:

Signed: 
3C784066D1FD46C...

By: Michael K. Pearson

Title: President & CEO

Date: June 13, 2025

Signed:

By:

Title:

Date:

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 13 2025 Time: 3:05 pm

Exhibit A – Software and Services Summary

- Network Services

Hosting and maintenance of the streamlined RANT® website and the underlying server and networking infrastructure.

Availability of a “help desk” by phone or email messages to answer substantive questions about the intent of the RANT website.

- Additional Requirements

Any additional work, such as re-programming or generation of new reports or data analyses, will be billed separately at PHMC’s customary hourly rate outlined in *EXHIBIT C*. In addition, if web conference or on-site training(s) is/are requested, additional costs will be charged for time and travel-related expenses of PHMC staff. PHMC will submit a monthly invoice and work breakdown detailing the number of hours worked and services rendered.

- Maintenance and Support Escalation Procedures

PHMC shall reasonably determine the Severity Level of errors and will make commercially reasonable efforts to provide a resolution designed to solve or temporarily by-pass a reported error, pursuant to the below protocols. If such error has been corrected in a maintenance release, Licensee must install and implement the applicable maintenance release; otherwise the update may be provided in the form of a temporary fix, procedure or routine, to be used until a maintenance release containing the permanent update is available. In all cases, resolution of issues by PHMC will require the Licensee to assist in the descriptive documentation and/or reproduction of the error, identify a Licensee contact person with whom PHMC can maintain contact to arrange for analysis, testing, systems, and other resources and other tasks in support of resolution of the Licensee’s error and to whom status reports and requests for resources can be addressed.

- **Priority Level HIGH:** PHMC promptly initiates the following procedures: (1) assigns Client Support representative to correct the error on an expedited basis; (2) provides ongoing communication on the status of an update; and (3) begins to provide a temporary workaround or fix. Priority Level HIGH error means the (i) system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down.
- **Priority Level MEDIUM:** PHMC assigns a Client Support representative to begin an update, and provides additional, escalated procedures as reasonably determined necessary by PHMC Client Support staff. PHMC exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity Level 2 errors in the next maintenance release. A Severity Level 2 error means (i) the system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced significant system interruptions.
- **Priority Level LOW:** PHMC may include an update in the next maintenance release. A Severity Level 3 error means there (i) are errors in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement.

Priority Level	Targeted First Response	Targeted Resolution Time and Type	Targeted Status Report	Management Notification	Management Contacts
HIGH	Within 1 business hours	Continuous effort until resolved	By Licensee agreement	Within 1 business day	Director of Client Services or the equivalent
MEDIUM	4 business Hours	Workaround or include fix in next maintenance release	Every other working day	Within 2 business days	Director of Client Services or the equivalent
LOW	8 business Hours	Update may be included in next maintenance release. Clarification is given.	N/A	N/A	Director of Client Services or the equivalent

Exhibit B – Business Associate Agreement

This Agreement is entered into between Licensee, a “**Covered Entity**” as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45, C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (the “**Privacy Rule**”), and **Public Health Management Corporation (PHMC)**, a “**Business Associate**,” as that term is also defined by HIPAA, including the requirements for Business Associates set forth as 45 C.F.R. § 164.504(e).

Whereas, Covered Entity and Business Associate desire to enter into a contract under which Business Associate will be providing Software Services on behalf of the Covered Entity.

Whereas, in connection with the provision of such services by Business Associate, the Covered Entity may disclose to Business Associate certain Protected Health Information (as defined below).

Whereas, Business Associate and the Covered Entity desire to enter into a Business Associate Agreement for the purpose of addressing the Privacy Rule, the Security Rule, and the Electronic Transaction Rule, (as those terms are defined below), and for addressing the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”), contained in Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009.

Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Business Associate and the Covered Entity agree as follows:

1. DEFINITIONS

- (a) “**Agreement**” shall mean this document, including all exhibits, attachments, and properly executed amendments and addendums.
- (b) “**Breach**” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.
- (c) “**Electronic Health Record**” shall have the same meaning as the term “electronic protected health information” in § 13400(5) of the American Recovery and Reinvestment Act of 2009.
- (d) “**Electronic Protected Health Information**” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- (e) “**Electronic Transaction Rule**” shall mean the final regulations issued by the U.S. Department of Health and Human Services concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.
- (f) “**Individual**” shall mean the person who is the subject of the Protected Health Information or a person who qualifies as the personal representative of the individual in accordance with 45 C.F.R. § 164.502(g).
- (g) “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- (h) “**Protected Health Information**” shall mean any information that: (a) relates to the past, present, or future physical or mental health or condition of an Individual; (b) the provision of health care to an Individual; (c) or the past, present, or future payment for the provision of health care to an Individual; and (d) that identifies the Individual for or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
- (i) “**Required By Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. § 160.103.

- (j) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services (“**HHS**”) and any other officer or employee of HHS to whom authority has been delegated.
- (k) “**Security Incident**” shall have the same meaning as the term “security incident” in 45 C.F.R. § 160.103.
- (l) “**Security Rule**” shall mean the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- (m) “**Transaction**” shall have the same meaning as the term “transaction” in 45 C.F.R. § 160.103.
- (n) “**Unsecured Protected Health Information**” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402.

2. SAFEGUARDING PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

- (a) Permitted Uses and Disclosures. Business Associate hereby agrees that it shall be prohibited from using or disclosing Protected Health Information provided or made available by the Covered Entity (or another Business Associate of the Covered Entity) for any purpose other than as expressly permitted or required by the Hosted Software Service Agreement or as Required by Law.
 - (i) **Functions and Activities on Covered Entity’s Behalf.** Except as otherwise set forth herein, Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity. Except as otherwise set forth in this Agreement, the Parties hereby agree that Business Associate shall be permitted to use and/or disclose Protected Health Information provided or made available by the Covered Entity (or another business associate of the Covered Entity) only for the purpose of conducting the transactions contemplated for the Business Associate under the underlying Hosted Software Service Agreement and only for purposes within the scope of such underlying Hosted Software Service Agreement.
 - (ii) **Business Operations.** Business Associate is permitted to use and/or disclose Protected Health Information if necessary for the proper management and administration of Business Associate’s responsibilities under the Software License, or to carry out any legal responsibilities of Business Associate, provided that, with respect to any disclosure of Protected Health Information, either:
 - (1) the disclosure is Required By Law; or
 - (2) Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that: (a) the Protected Health Information will be held in confidence and used or further disclosed only as or for the purposes for which Business Associate disclosed the Protected Health Information to the person or as Required by Law; (b) the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information; and (c) the person notifies Business Associate of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.
 - (iii) **Data Aggregation Services.** Business Associate is permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to health care operations of the Covered Entity.

- (iv) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.
- (v) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (b) Information Safeguards.

Business Associate will use appropriate administrative, technical, and physical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent a use or disclosure of Protected Health Information other than as permitted by this Agreement.
- (c) Subcontractors. Business Associate will require any of its Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate to agree to substantially the same restrictions and requirements as are applicable to Business Associate under this Agreement.

3. INDIVIDUAL RIGHTS

- (a) Access. To the extent Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate will make available to Covered Entity or, at Covered Entity's direction, to an Individual (or the Individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the Individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524.
- (b) Amendment. To the extent Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.
- (c) Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - (i) **Disclosures Subject to Accounting.** Business Associate will document such disclosures of PHI and any information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information by Covered Entity in accordance with 45 C.F.R. § 164.528..
 - (ii) **Availability of Disclosure Information.** Business Associate will maintain the information collected in accordance with Section 3(c)(i) for at least 6 years following the date of the accountable disclosure to which the information relates (3 years for disclosures related to an Electronic Health Records, starting with the date specified by HHS). Business Associate

will make such available to Covered Entity promptly following Covered Entity's request to permit Covered Entity to comply with an Individual's request for disclosure accounting of disclosures of Protected Health Information by Business Associate in accordance with 45 C.F.R. § 164.528.

- (d) Restriction Agreements and Confidential Communications. To the extent that such limitations may affect Business Associate's use or disclosure of Protected Health Information, Covered Entity shall notify Business Associate of (i) any limitations in any applicable notice of privacy practices as required under 45 C.F.R. 164.520, as well as any changes to that notice; (ii) any restriction to the use or disclosure of Covered Entity's Protected Health Information that Covered Entity has agreed to pursuant to 45 C.F.R. § 164.522(a), or (ii) any request for confidential communications about Covered Entity's Protected Health Information that Covered Entity has agree to pursuant to 45 C.F.R. § 164.522(b); and (iii) any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement.

4. BREACHES

- (a) Privacy or Security Breach. Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to the Covered Entity of any Breach of Covered Entity's Unsecured Protected Health information without unreasonable delay after such Breach is discovered and in no instance more than the timeframe set forth in in 45 CFR §164.410(b).. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include, to the extent possible the information set forth in 45 CFR §164.410(c).
- (b) Security Incidents. Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. Notwithstanding the foregoing, the parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, disclosure, modification or destruction of Covered Entity's Protected Health Information or intentional interference with system operations in an information system that contains Covered Entity's Protected Health Information..

5. TERM AND TERMINATION

- (a) Term. This Agreement shall be effective on the date that Business Associate's Software License commences with the Covered Entity and shall terminate when all Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- (b) Right to Terminate for Cause. Either party, upon knowledge of a material breach by the other party, shall either (i) provide an opportunity for the breaching party to cure the breach or end the violation

and, if the breaching party does not cure the breach or end the violation within the cure period specified in the Agreement or if none is specified, then within thirty (30) days, terminate this Agreement; (ii) immediately terminate this Agreement if cure is not possible; or (iii) if neither termination nor cure are possible, report the violation to the Secretary.

- (c) Return or Destruction of Covered Entity’s Protected Health Information as Feasible. Upon termination or other conclusion of the Hosted Software Service Agreement, Business Associate agrees to return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity, and not to retain any copies of the Protected Health Information
- (d) Continuing Privacy and Security Obligation. If return or destruction of the Protected Health Information is not feasible, Business Associate agrees to extend the protections of this Business Associate Agreement to such Protected Health Information and to limit any further use or disclosure of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL PROVISIONS

- (a) Access to Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use, disclosure, and safeguards for Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary or the Secretary’s designee for purposes of determining compliance with the Privacy Rule and/or the Security Rule.
- (b) Mitigation Procedures. Business Associate agrees to have procedures in place for mitigating, to the extent practicable, any deleterious effect from the use or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, in a manner contrary to this Business Associate Agreement or the Privacy Rule.
- (c) Amendment to Business Associate Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity’s obligations under this Agreement, this Agreement will be automatically amended such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

This Agreement is conditioned on your agreement to all of the terms and conditions contained herein. The Agreement will become effective upon execution of Agreement by both Parties and receipt by PHMC of the initial annual License Fee payment, whereupon all of the terms and provisions of this Agreement shall become binding upon Licensee and PHMC.

PUBLIC HEALTH MANAGEMENT CORPORATION

LICENSEE

Signed by: Michael K. Pearson
3C784666D1FD46C...

By: Michael K. Pearson

Title: President & CEO

Date: June 13, 2025

Signed: _____

By: _____

Title: _____

Date: _____

Exhibit C
Licensing and Development Fees - Streamlined RANT®

<u>LICENSING</u>			
Product Name	No. of Servers	Permitted Users	Fees
Streamlined RANT	1	Up to 5 Users	\$1,275 per year, per Court (if applicable)
		Up to 25 Users	\$3,060 per year, per Court (if applicable)
Streamlined DUI-RANT	1	Up to 5 Users	\$1,275 per year, per Court (if applicable)
		Up to 25 Users	\$3,060 per year, per Court (if applicable)
<u>MAINTENANCE & SUPPORT</u>			
Service Name	Service Details		Fees
Networking Subscription	RANT/DUI-RANT Access provided for all Users		\$350 per year, Court
Data Export Subscription	Monthly Data Export Reporting		\$450 per year, per Court
Initial Training	1 Session – Remote Training		\$800
Combined RANT/DUI-RANT Training	1 Session – Remote Training		\$1,000
Additional Training Sessions	Per Session – Remote Training		Role Rates Apply
Remote Support (Phone/Email)	Mon - Fri 8:30am – 5:00pm ET		Included in Annual Fee
Remote Support (Phone/Email)	All Other Times		Role Rates Apply
On-Site Support	Requires Separate SOW		Included in the SOW

<u>PROFESSIONAL SERVICE RATES</u>	
Any additional services shall require the acceptance and authorization of a formal Statement of Work (SOW) by Licensee in advance of the commencement of any labor. Should additional services be required, those services will also be billed at the following hourly rates:	
<u>ROLE</u>	<u>RATE</u>
Application Lead	\$125 /hr.
Integration Lead/DBA	\$125 /hr.
IT Project Manager	\$110 /hr.
Billing Team Lead	\$104 /hr.
Network Admin	\$105 /hr.

EXHIBIT D - DATA PROCESSING AGREEMENT

This Data Processing Agreement (“DPA”) supplements and is made a part of any agreement (each, an “Agreement”) between the Parties that may relate to the processing and protection of personal information originating from the United States or relating to individuals residing in the United States. It is entered into as of the date of the last signature below (“Effective Date”) between **Public Health Management Corporation (“PHMC”)** and the party identified on the signature page below as “**Licensee**”.

This DPA shall serve as the controlling agreement between the Parties relating to the processing of personal information originating from the United States or relating to individuals residing in the United States. To the extent there is a conflict between this DPA and any other agreement, including any Agreement, relating to the processing of personal information, data privacy, and data security, this DPA shall control. Except as modified below, the terms of the Agreement shall remain in full force and effect.

The Parties agree as follows:

1. DEFINITIONS

To the extent not otherwise defined in an Agreement, terms defined in this DPA shall bear the below meanings and cognate terms shall be construed accordingly.

- 1.1. “**Applicable Regulation**” means all regulations, statutes, regulatory guidelines, and judicial or administrative holdings, interpretations and applicable industry standards in force on data protection and data privacy relating to that Personal Information, e.g., federal laws, state laws applicable to the Parties and/or that become effective during the term of the Agreement.
- 1.2. “**Consumer**” or “**Person**” means a natural person.
- 1.3. “**Business**” means a legal entity that is organized or operated for the profit or financial benefit of its shareholders or other owners that collects Personal Information, or on behalf of whom such information is collected and that alone, or jointly with others, determines the purposes and means of the processing of Personal Information.
- 1.4. “**Business Purpose**” means the use of Personal Information for the Business’ or service provider’s operational purposes, or other notified purposes, provided that the use of Personal Information is reasonably necessary and proportionate to achieve the operational purpose for which Personal Information was collected or processed or for another operational purpose that is compatible with the context in which Personal Information was collected.
- 1.5. “**Collects,**” “**collected,**” or “**collection**” means buying, renting, gathering, obtaining, receiving, or accessing any Personal Information pertaining to an individual by any means.
- 1.6. “**Commercial Purpose**” means to advance a commercial or economic interests, such as by inducing another person to buy, rent, lease, join, subscribe to, provide, or exchange products, goods, property, information, or services, or enabling or effecting, directly or indirectly, a commercial transaction.
- 1.7. “**Controller**” means an individual or other person that, alone or jointly with others, determines the purpose and means of Processing Personal Data.
- 1.8. “**Personal Data**” or “**Personal Information**” are used interchangeably and means, in addition to any definition under Applicable Regulation, any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Persons or household, such as a real name, alias, postal address, unique personal identifier, online identifier Internet Protocol address, email address, account name, social security number, driver’s license number, passport number, or other similar identifier. For purposes of this DPA, Personal Information is limited to Personal Information Processed by the Parties pursuant to the Agreement between the Parties.
- 1.9. “**Process,**” “**Processing,**” and “**Processes**” refer to any operation or set of operations that are performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as

collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

- 1.10. **“Processor”** means a person that Processes Personal Data on behalf of a Controller.
- 1.11. **“Security Incident”** means any actual or suspected unauthorized access or acquisition of Personal Information. Security Incident includes, but is not limited to, the access, disclosure, acquisition, use, loss or transmission of any Personal Information, whether intentional or unintentional.
- 1.12. **“Sell”** means selling, renting, licensing to others, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Consumer’s Personal Information by the Business to another Business or a third party for monetary or other valuable consideration.
- 1.13. **“Sensitive Personal Information”** means, in addition to any definition under Applicable Regulation, Personal Information that reveals: (a) an individual’s Social Security, driver’s license, state identification card, or passport number; (b) an individual’s account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (c) an individual’s geolocation; (d) an individual’s racial or ethnic origin, religious or philosophical beliefs, or union membership; (e) the contents of a consumer’s mail, email, or text messages, unless a Party is the intended recipient of the communication; (f) an individual’s genetic or biometric data; (g) Personal Data collected from a known child; or (h) mental or physical health diagnosis, sexuality, or citizenship or immigration status. It also includes the processing of biometric information for purposes of identifying an individual; Personal Information collected and analyzed concerning an individual’s health, and Personal Information collected and analyzed concerning an individual’s sex life or sexual orientation.
- 1.14. **“Service Provider”** means a legal entity that is organized or operated for the profit or financial benefit of its shareholders or other owners that Processes information on behalf of a Business and to which the Business discloses a Consumer’s Personal Information for a Business Purpose.
- 1.15. **“Services”** means the services or other activities to be supplied to or carried out pursuant to an Agreement.
- 1.16. **“Subcontractor”** means a person engaged or appointed to receive or Process Personal Information in connection with an Agreement.

2. AUTHORITY

- 2.1. Each Party warrants and represents that it has the requisite authority to enter into this DPA on behalf of any of its Affiliates that will Process Personal Information pursuant to the Agreement.

3. DATA PROCESSING

- 3.1. The Parties shall be aware of, and at all times comply with, any Applicable Regulation in the Processing of Personal Information.
- 3.2. The Parties shall Process Personal Information only as reasonably necessary and proportionate to achieve the Business Purpose for which the Personal Information is provided pursuant to the Agreement between the Parties. Each Party represents and warrants that it shall not:
 - 3.2.1. retain, use, or disclose Personal Information it Collects or Processes for any purpose other than for performing under the applicable Agreement and in accordance with the terms of this DPA, the Agreement, and the other Party’s instructions;
 - 3.2.2. use or Process Personal Information for any Commercial Purposes or direct marketing;
 - 3.2.3. share, Sell or promote the sale of Personal Information;
 - 3.2.4. disclose or transfer Personal Information to unauthorized personnel or parties, or outside the direct business relationship between the Parties;
 - 3.2.5. retain Personal Information for longer than is reasonably necessary for the specific purpose of performing under the terms of the Agreement; and

- 3.2.6. combine Personal Information received from a Party with: (a) Personal Information collected from the receiving Party's interaction with the Person; or (b) Personal Information received from another person.
- 3.3. Each Party shall immediately notify the other Party in writing if it determines or reasonably suspects its inability to comply with its obligations set forth in this DPA. Upon any such notice, the other Party shall immediately cease all use of Personal Information hereunder, but its obligations regarding safeguarding information shall remain in effect, and the other Party is entitled to suspend or terminate the Agreement and this DPA with cause. Each Party further grants the other Party the right to take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information.

4. PERSONNEL AND SUBPROCESSORS

- 4.1. Each Party shall notify the other Party of the use of any sub-processors (including but not limited to Service Providers, agents, contractors or other third parties) and shall ensure that a written contract is executed by any sub-processor that includes at least equivalent obligations to those to which the Parties bound by this DPA. Each Party acknowledges and agrees that they remain obligated and fully liable to the other Party for the acts and omissions of any of its sub-processors.
- 4.2. Each Party will take reasonable steps to ensure that each of its employees who Process Personal Information are made aware of their obligations under this DPA, and where required by Applicable Regulation, shall require that they enter into binding obligations as appropriate to maintain the levels of security and confidentiality required under this DPA.
- 4.3. Each Party shall strictly limit access to Personal Information to those individuals who need to know, as necessary for the purpose of providing Services.
- 4.4. Each Party shall ensure that its employees or other sub-processors with access to Personal Information shall be provided appropriate information security and privacy training to ensure their compliance with the obligations and restrictions under this DPA, Applicable Regulation, and with the Party's Information Security Program.

5. SECURITY

- 5.1. Each Party represents and warrants that, in connection with the Services provided under the Agreement, that it shall at all times have in place and maintain a written information security program to protect Personal Information, which includes reasonable information security policies, standards and controls (hereinafter, an "Information Security Program"). The Information Security Program shall include administrative, technical, and physical safeguards and other security measures commensurate with the reasonable industry standards for information security, applicable law, and the sensitivity of Personal Information collected, handled, stored, and otherwise Processed, to:
 - 5.1.1. ensure the security, confidentiality, and integrity of Personal Information;
 - 5.1.2. protect against any anticipated threats or hazards to the security, confidentiality, and integrity of Personal Information;
 - 5.1.3. protect against unauthorized access to, destruction, modification, disclosure or use of Personal Information;
 - 5.1.4. ensure that persons authorized to access, view, and/or otherwise Process Personal Information are given such rights based only on a clearly documented need for such access in connection with the Services;
 - 5.1.5. ensure that Personal Information is protected with multifactor authentication tools and by using industry standard encryption, based on reasonable industry standards;
 - 5.1.6. detect and respond to Security Incidents (defined below);

- 5.1.7. to the extent relevant to the terms of the Agreement, ensure that:
 - 5.1.7.1. any cookies, code or other such technologies provided by a Party under the terms of the Agreement have been properly created, developed, vetted, secured, maintained and architected such that they do not pose a security risk or threat; and
 - 5.1.7.2. its access to systems and/or networks, including any credentials thereto, shall be properly created, secured, maintained and architected such that it shall not pose a security risk or threat.
- 5.2. Each Party shall regularly, but in no event less than annually, evaluate, test and monitor the effectiveness of its Information Security Program and shall promptly adjust and/or update such programs as reasonably warranted by the results of such evaluation, testing, and monitoring.
- 5.3. Each Party shall notify the other Party, immediately and not to exceed forty-eight (48) hours, after becoming aware of the Security Incident by phone (not including a voice or text message) and in writing (but not by unsecured email) specifying the extent to which Personal Information was, or is reasonably believed to have been, subject to a Security Incident (as defined above), and will take all measures required to rectify the Security Incident as soon as possible. In this regard, the Party whose experienced a Security Incident at a minimum will:
 - 5.3.1. investigate the Security Incident, perform a root cause analysis thereon, and report its findings to the other Party on a continuous basis until the investigation is completed;
 - 5.3.2. provide the other Party with a remediation plan to address the Security Incident and regularly keep the other Party informed as and when remedial or containment actions are implemented;
 - 5.3.3. conduct a forensic investigation, using a reputable independent forensics company, to determine how and what systems, data and information have been affected by such event;
 - 5.3.4. provide the other Party with reasonable physical access to the facilities and operations affected, reasonably facilitate the other Party's interviews with personnel and others involved in the matter, and reasonably make available to the other Party all relevant records, logs, files, and data available to it;
 - 5.3.5. cooperate with the other Party and, at the other Party's request, any law enforcement or regulatory officials, credit reporting companies, the other Party's acquirer, processor and merchant bank, and credit card associations investigating such Security Incident;
 - 5.3.6. provide to the other Party the information enabling it to comply with its notification obligations under Applicable Regulation; and
 - 5.3.7. take appropriate actions to prevent a recurrence of any Security Incident.
- 5.4. To the extent Applicable Regulation requires the affected persons or governmental authorities to be notified of the Security Incident and/or requires credit monitoring and fraud protection services to be provided to affected Persons, the costs and expenses of all such notices and services shall be at the sole cost and expense of the Party experiencing the Security Incident, which is not subject to any limitation of liability provision in the Agreement.
- 5.5. Without limiting the foregoing and notwithstanding anything herein to the contrary, each Party shall make the final decision on how and whether to notify affected Persons or entities of such Security Incident, as well as customers, employees, Service Providers, governmental authorities, acquirers, and/or the general public. Each Party agrees that it will not inform any third party of any Security Incident without first obtaining the other Party's prior written consent, other than to inform a complainant that the matter has been forwarded to the other Party's legal counsel. Further, the Party who experienced the Security Incident agrees that the other Party shall have the sole right to determine the contents of any such notice of a Security Incident, whether any type of remediation may be offered to affected Persons or entities, and the nature and extent of any such remediation.
- 5.6. Each Party shall, at all times it remains in possession of Personal Information belonging to the other Party, maintain in force, at its own expense, insurance coverage appropriate to ensure proper performance of its obligations hereunder, including coverage for cyber events and Security Incidents. The other Party shall be

named as an additional insured party on the relevant policy(ies), which is/are required to be bound primary, non-contributory as it relates to that Party. Within five (5) days after request, the other Party shall provide certificates of insurance evidencing such coverage.

- 5.7. Each Party warrants and represents that: (i) it has not been the subject of or the direct or indirect cause of any prior Security Incident; (ii) there are no claims threatened or pending, or events or circumstances known that are likely to give rise to claims as a result of any Security Incident or failure to implement and maintain industry standard information security measures; and (iii) there are no regulatory actions threatened or pending, or events or circumstances known that are likely to give rise to a regulatory action as a result of any Security Incident or failure to implement and maintain reasonable industry standard information security measures.

6. CONSUMER RIGHTS AND OTHER REQUESTS

- 6.1. In the event a Party receives a request from a person to exercise his or her rights under Applicable Regulation, it shall communicate this request immediately to the other Party – not longer than forty-eight (48) hours from receiving the request – without first responding to the request except on the prior written instructions of the other Party, or unless otherwise required by Applicable Regulation.
- 6.2. Each Party shall provide all reasonable assistance as may be requested by the other Party to meet its obligations under any Applicable Regulation, including but not limited to its obligations to conduct data impact assessments and to respond to individuals' requests to exercise their rights, by: (a) providing the requested Personal Information in a portable and, to the extent technically feasible, readily useable format that allows the individual to transmit the information to another entity without hindrance; (b) disclosing the categories or specific pieces of Personal Information collected, categories of sources from which the Personal Information is collected, categories of Personal Information shared/sold, and/or business purpose for the collection, sharing or sale of Personal Information; (c) accessing or correcting any Personal Information collected; (d) deleting all instances of Personal Information from records and systems; (e) opt-out of the sale or sharing of information Personal Information collected; and/or (f) limiting the use or disclosure of Sensitive Personal Information. Such assistance shall be promptly provided within the deadline set forth by a Party and shall be accompanied by a certificate attesting to compliance with this Section 6.
- 6.3. Each Party shall not disclose Personal Information to any third parties without prior written consent. In the event that such consent is provided, the Parties shall work together to ensure that such disclosure complies with all Applicable Regulation (if applicable), and shall enter into a written agreement with such third party, which contains obligations that are equivalent to the terms in this DPA. In the event a Party becomes legally compelled (by depositions, interrogatory, subpoena, civil investigative demand, similar process or otherwise) to disclose any Personal Information, the Party shall provide the other Party with prompt prior written notice - within twenty-four (24) hours of becoming aware of such requirement - so that Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if a Party waives in writing compliance with the terms hereof, the other Party agrees to furnish only that portion of the information which it is advised by opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

7. AUDITS AND INFORMATION REQUESTS

- 7.1. Upon request at any time during the term of the DPA (including, but not limited to before sharing Personal Information), a Party shall promptly provide other Party with information related to its Information Security Program and practices, which may include one or more of the following: (i) responses to an information security-related questionnaire, (ii) copies of relevant audits, reviews, tests, or certifications of systems or processes, including an annual SOC2 report, and (iii) making personnel available for security-related discussions or tests.
- 7.2. Each Party shall, for no additional compensation, (1) provide to the other Party, at its request, all information requested in Section 7.1 and/or other information required to demonstrate its compliance with the obligations stipulated in this DPA; and (2) reasonably assist the other Party in ensuring compliance with Applicable Regulation, including audits or inquiries from law enforcement or government authorities, taking into account the nature of the Processing and the information available.

- 7.3. Each Party shall allow a third party designated to perform audits and inspections at least annually, or, in the event of a Security Incident, at least one additional audit after any such Security Incident, and shall cooperate with the requesting Party or its representative in connection with such audits, pursuant to the provisions of this DPA.
- 7.4. These audits shall take place during regular business hours, without unreasonably interfering with business operations, and after reasonable prior notice. Within ten (10) business days after the completion of the audit, the audited Party shall provide the requesting Party with a summary of the results and a reasonable plan for remediation of any deficiencies identified, which shall be agreed between the Parties. All costs and expenses associated with the remediation shall be at the audited Party's expense. If the audited Party has not implemented, at its own cost, the recommended measures, with the agreed time period, the requesting Party may suspend the Processing or interrupt/terminate the Agreement or the Services for cause.
- 7.5. The Parties shall bear their own costs with respect to audits performed pursuant to this Section.
- 7.6. Each Party shall assist the other Party in the event of an investigation by any governmental entity and/or regulatory authority relating to Personal Information processed under the Agreement.

8. TERMINATION

- 8.1. Upon termination of the Agreement, the Parties shall promptly return all Personal Information to the other Party on the medium and in the format agreed to by the parties or delete or anonymize all Personal Information, as well as any existing copies. Within ten (10) days of returning or destroying such information, the destroying Party shall provide a certification confirming same.
- 8.2. In the event Applicable Regulation does not permit a Party to comply with the return or deletion of Personal Information, that Party shall warrant that it will ensure the confidentiality and protection of Personal Information and that it will not Process Personal Information transferred after termination of the relationship.

9. MISCELLANEOUS

- 9.1. Interpretation of this DPA will be governed by the laws applicable in the jurisdiction agreed to in the Agreement under which the applicable Personal Information is provided.
- 9.2. The Parties acknowledge and agree that the terms and conditions of this DPA shall survive the termination of the any or all Agreements between the parties and shall remain in full force and effect for the entire time a Party remains in possession or control of Personal Information.
- 9.3. Each Party agrees that a breach of any of the terms or conditions of this DPA would cause irreparable injury for which there may have no adequate remedy at law. Accordingly, in the event of a breach of any of the terms or conditions of this DPA, in addition to any other remedies available to it, the non-breaching Party will be entitled to an injunction prohibiting any such breach.
- 9.4. Should any provision of this DPA be or become invalid, the remaining terms will remain valid. In such an event, the parties shall cooperate in the creation of terms that achieve such legally valid result as comes closest commercially to that of the invalid provision.
- 9.5. Modification of or amendment to this DPA shall not be effective unless in writing signed by an authorized representative of both parties.
- 9.6. In the event of modifications, amendments or changes to Applicable Regulations, the Parties agree to cooperate in good faith with respect to any necessary modifications or amendments to this DPA, to the extent required. Each Party shall further take reasonable measures to remain compliant with any changes in the Applicable Regulation.

AS WITNESS the hands of the Parties the day and year first above written:

**PUBLIC HEALTH MANAGEMENT
CORPORATION**

LICENSEE

Signed:  Signed by:
Michael K. Pearson
3C784066D1FD46C...

By: Michael K. Pearson

Title: President & CEO

Date: June 13, 2025