LICENSE AGREEMENT WITH NETWORK SCIENCES, INC.

THIS SOFTWARE AGREEMENT ("Agreement") is made between Williamson County and Cities Health District ("WCCHD") with its principal place of business at 100 W. 3rd St. Georgetown, Texas 78626 and Network Sciences, Inc, ("NSI") a Texas corporation currently located at 11044 Research Blvd. Ste. 210, Austin, Texas.

WITNESSETH, THAT:

WHEREAS, WCCHD desires to retain NSI as an independent contractor to provide software and associated professional services, and NSI desires to provide such software and services, and

WHEREAS, the parties desire to enter into the Agreement setting forth the terms and conditions of their understandings,

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises, and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Period of Agreement**. This Agreement is valid from _____, for a period of one (1) year unless otherwise terminated under the provisions of Section 14 hereof. This Agreement renews automatically under the same terms and conditions for additional one (1) year terms unless either party provides written notice to the other party of their intent to not renew the Agreement not later than thirty (30) days prior to the end of the then current term.

2. **Software**. NSI agrees to provide software, named and marketed as "VeritySource™", subject to the terms of this Agreement as set forth in Exhibit A ("Software") attached hereto and incorporated herein by reference, including any associated media, printed materials and electronic documentation (the "Software Product").

3. **Rate of Payment**. WCCHD agrees to pay NSI in accordance with the schedule contained in Exhibit B ("Billing Schedule") attached hereto and incorporated herein by reference. In addition to the Compensation provided for herein, NSI shall be entitled to reimbursement by WCCHD for all reasonable and necessary expenses ("Expenses") incurred under this Agreement. Expenses include travel (including plane fare, auto rental, parking, lodging and meals), course materials, and any other reasonable expense approved by WCCHD. All Expenses must be approved in writing in advance by WCCHD.

4. **Invoicing.** NSI shall invoice WCCHD in accordance with the schedules contained in Exhibit B (Billing Schedule) at WCCHD's address as set forth in Section 19 hereof, for the Software, and WCCHD shall pay the amount set forth on such invoices to NSI, at NSI's address as set forth in Section 19 hereof, within forty-five (45) days of receipt thereof unless otherwise specified in Exhibit B (Billing Schedule). Interest will be due on any late payment at the rate set forth in Section 2251.025 of the Texas Government Code (which rate is currently 4.25% per annum and is the maximum rate permitted under applicable law) from the date such payment is overdue until the date of actual payment.

5. **Terms of Use.**
    5.1 Access to Software
The individuals listed in Exhibit C ("Users"), attached hereto and incorporated herein by reference, are permitted to access and use Software subject to the terms of this Agreement.
    5.2 Product Restrictions
Users may access Software under the terms of this Agreement. NSI retains all title to and ownership of the Software, and all intellectual property rights therein, and reserves all rights not expressly granted to WCCHD in this Agreement. WCCHD may not license or transfer, either in whole or in part, any rights under this Agreement. WCCHD may not rent, lease, or lend the Software Product, or provide hosting services with the Software Product, to parties other than those listed in Exhibit C.
    5.3 Software Copyright

The Software is owned by NSI, and is protected by United States copyright laws. WCCHD may not remove the copyright notice from any copy of the Software or any copy of the written materials, if any, accompanying the Software. Pursuant to Title 17, United States Code, Section 512I(2), notifications of claimed copyright infringement should be sent to NSI's Contact listed in Section 19 hereof.

5.4. Limitations on Using, Copying, and Modifying the Software.

The Software Product may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that any User may download one copy of the Software Product on any User's computer for that User's use only, provided that (i) all copyright and other proprietary notices are kept intact, (ii) no modifications are made to the Software Product, (iii) the Software Product is not used in a manner that suggests an association with or endorsement of any product, service, opinion, cause or anything else, (iv) the Software Product is not downloaded and used in such a way that can be used to avoid the Usage charges in Exhibit B. The use of the Software Product on any other Web site or networked computer environment is prohibited. WCCHD agrees not to merge any portion of the Software into, or integrate any portion of the Software with, any other program.

5.5. Decompiling, Disassembling, or Reverse Engineering.

WCCHD acknowledges that the Software contains trade secrets and other proprietary information of the NSI and its licensors. WCCHD agrees not to decompile, disassemble, reverse engineer, or otherwise reduce the Software to a human-readable form, or engage in any other activities to obtain underlying information that is not visible to the user in connection with normal use of the Software. In particular, WCCHD agrees not to print the Software source code or display the Software's source code on any computer screen or to make any hardcopy memory dumps of the Software's object code for any purpose.

5.6 Software Administration and Support

WCCHD agrees to appoint at least one User ("SuperUser") to assist in administration of the Software and assist other Users as their first point of contact. Each SuperUser must attend training by NSI. NSI will provide Tier 3 support as defined herein via e-mail or over the telephone from 7:00AM to 6:00PM CT Monday through Friday except holidays. All Users are expected to start with Tier I Support (basic support) and then escalate to Tier 2 Support before Tier 3 Support is made available. NSI is not responsible for providing Tier I Support and Tier 2 Support to Users. Tier I, Tier 2 and Tier 3 Support are defined as follows:

- Tier I Support is defined as the initial point of contact for any technology or general support related issue or question. Examples of Tier I Support include, but are not limited to: A computer not turning on; applications on a computer not working properly; loss of Internet connection; general PC related issues

- Tier 2 Support is defined as support required for continued use of the Vendor Products where the issue or problem is not directly or indirectly attributable to a defect or error in Software, hosting, performance, status, design, or otherwise. Examples of Tier 2 Support include, but are not limited to: Forgetting a password; forgetting how to navigate the Software

- Tier 3 Support is defined as any other support not included within Tier I or Tier 2, including, without limitation, issues and problems related to errors or defects in Software, hosting, performance, status, design or otherwise that require the involvement of NSI for resolution.

5.7 Software Access

Access to the Software is via the Internet. NSI is not responsible in any way for Users' Internet connections.

5.8 By logging in, all WCCHD Users are agreeing to terms of Sections 5, 12, and 13 (also located at http://www.medicaider.com/Medicaid/manager/terms.asp).

6. **Confidential Business Information**.

6.1 In the course of performing the Services referenced herein, NSI and WCCHD may come into possession of the other parties' financial and/or other business information pertaining to such other parties' business which is not published or readily available to the public, including, but not limited to, trade secrets, research, development, marketing concepts and plans, training, pricing information, sales techniques, lists of customers and vendors and other information pertaining to the business conducted by

either NSI or WCCHD which is received from the agents or employees of either party ("Confidential Business Information"). Except as required by the Texas Public Information Act, or other applicable law, each party agrees that it shall not disclose any Confidential Business Information of the other but only to the extent such Confidential Business Information (i) if in written form, is clearly marked with an appropriate designation of confidentiality or (ii) if not in written form, is summarized in a writing marked as confidential and delivered to the receiving party within thirty (30) days after such disclosure. A Party may disclose Confidential Business Information to its employees or contractors who have a need to know for purposes of the activities under this Agreement and to any others to whom such disclosure may be expressly authorized under this Agreement but only to the extent necessary to implement the use authorized under this Agreement. Where disclosure is made, a Party will appropriately notify each person to whom any such disclosure is made that such disclosure is made in confidence and will be kept in confidence by such person. Neither Party will have any confidentiality obligations with respect to the disclosure of any Confidential Business Information of the disclosing party to the extent (i) such information was previously known to the receiving Party free of any obligations to keep it confidential; (ii) such information was generally known to the public, provided that such public knowledge was not the result of any act attributable to the receiving Party; (iii) disclosure of such information was authorized by the disclosing party; (iv) such information was received from a third party without any obligations regarding confidentiality; or (v) such information was independently developed by the receiving Party.

6.2 Confidential Business Information will remain the property of the disclosing party. Upon termination of this Agreement, the receiving party will, at the disclosing party's written request, immediately cease all use of Confidential Business Information and will, as directed by the disclosing party, promptly destroy or deliver to the disclosing party all Confidential Business Information of the disclosing party then under the receiving party's control.

7. **Protected Health Information.**
      7.1   Defined
WCCHD acknowledges that the Software will collect and store "Protected Health Information" ("PHI"). "PHI" means "Individually identifiable health information" that is transmitted or maintained by electronic media or is transmitted or maintained in any other form or medium that (i) relates to the past, present or future physical or mental health or condition of the individual, the provision of health care to the Individual; or the past, present or future payment for the provision of health care to the Individual and (ii)identifies the Individual, or provides a reasonable basis to believe that the information could be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Privacy Regulation that is codified at 45 C.F.R. Parts 160 and 164, including, but not limited to 45 C.F.R. 164.501. "Electronic Protected Health Information" or "EPHI" shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, and 164. Both PHI and EPHI shall be referred to in this agreement as "PHI".
      7.2   Authorization to Use
WCCHD agrees that it is WCCHD's, and not NSI's, sole responsibility to enter into and implement all necessary agreements required by state and federal privacy laws and regulations prior to use or disclosure of the PHI to or by any Users as defined in EXHIBIT C, of this Agreement. WCCHD further agrees to operate the software in such a manner as to protect PHI from unauthorized use or disclosure.
      7.3   Sharing of PHI within WCCHD Users
WCCHD understands and agrees that any and all claims, actions, demands, liabilities, damages, losses, judgments, authorized settlements, fines, civil penalties, costs and expenses, including, without limitation, attorney's fees ("Claims") resulting from any action, legal or otherwise, caused by the sharing or disclosure of PHI by any User as defined in EXHIBIT C, during the course of this Agreement is the sole responsibility of WCCHD. To the extent permitted by the Constitution and laws of the State of Texas, WCCHD agrees to defend, indemnify and hold harmless NSI and its partners, employees, agents, shareholders, owners, and customers relating to said Claims; provided, however, any obligation of WCCHD under this provision shall be payable solely from current revenues available during the fiscal period in which the obligation arises.
      7.4   NSI Use of PHI
NSI agrees: (i) to use PHI solely in connection with providing the Software and Services in this Agreement and for no other purpose; (ii) to provide PHI only to NSI's employees who: (a) have a substantive need to know such PHI in connection with the Software and Services; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed in writing to protect from

unauthorized disclosure all PHI, of whatever source, to which they have access in the course of their employment in accordance with the terms of this Section 7; and (iii) to ensure that any subcontractor or agent to whom it provides any PHI received from WCCHD agrees in writing to the same conditions and restrictions that apply to WCCHD with regard to the PHI, including, without limitation, all of the requirements of this section 7.

      7.5   NSI Safe Guards

NSI agrees to maintain comprehensive written information privacy and security policies that includes administrative, technical and physical safeguards to reasonably and appropriately protect the confidentiality, integrity, and availability of WCCHD's PHI as required by this Agreement or by law, rule or regulation.

      7.6   NSI Disclosure of Use

NSI agrees to report to WCCHD any use or disclosure of any PHI of which it becomes aware that is not permitted by this Agreement. NSI understands and agrees that any and all Claims resulting from any action, legal or otherwise, caused by the sharing or disclosure of PHI by NSI or its employees, agents, or subcontractors, during the course of this Agreement is the sole responsibility of NSI and NSI agrees to defend, indemnify and hold harmless WCCHD and its officers, directors, employees, and agents relating to said Claims.

      7.7   NSI Amount of PHI Required

NSI agrees that NSI and its agents or subcontractors shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of performing its responsibilities under this Agreement.

      7.8   NSI Recording of Disclosures

NSI shall maintain a record of all PHI disclosures made other than for the purposes of this Agreement, including the date of disclosure, the name and address of the recipient, a description of the disclosure, and the purpose for the disclosure. Within ten calendar days of receiving a written request from WCCHD, NSI shall make available such information as required for WCCHD to provide an accounting of disclosures, in accordance with the HIPAA privacy regulation.

      7.9   NSI Interface with USDH&HS

NSI shall make its internal practices, books and records relating to the use and disclosure of PHI available to the United States Secretary of the Department of Health and Human Services ("HHS") for purposes of determining WCCHD's Authorized Users' compliance with the HIPAA privacy regulation. NSI shall provide to WCCHD a copy of any PHI NSI provides to the HHS concurrently.

      7.10   Ownership of Data

NSI agrees that WCCHD owns the data regarding Individuals that is stored in the Software. WCCHD may export this data for use with other software products without NSI's prior written consent.

      7.11   NSI Use of De-Identified Data

NSI shall not, share aggregate information about WCCHD's Software usage and de-identified data with business partners, sponsors and other third parties.

      7.12   NSI Privacy Policy

The terms of this section replace and supersede the "Privacy Policy" located in the Software product.

8. **Staff.** NSI is an independent contractor and neither NSI nor NSI's staff is or shall be deemed to be employed by WCCHD. NSI reserves the right to determine the method, manner, work order, and means by which Services will be performed. If the Services are performed at WCCHD's premises, then NSI's time spent at the premises is to be at the discretion of the NSI; subject to WCCHD's normal business hours and security requirements. NSI shall not be required to devote the full time of NSI's staff to the performance of the services required hereunder.

9. **WCCHD Representative**. The following individual, _____, shall represent WCCHD during the performance of this agreement with respect to the Services and deliverables as defined herein and has authority to execute written modifications or additions to this Agreement.

10. **Disputes.** Any disputes that arise between the parties shall be submitted to a mutually acceptable neutral party for mediation. A party shall not unreasonably withhold acceptance of such mediator, and selection shall be made within thirty days after written notice by one of the parties to mediation. Said mediation shall occur within Williamson County, Texas, within 60 days of the selection of a mediator. If

the agreed upon mediator's schedule cannot accommodate the mediation within that time frame, a new mediator shall be selected within 14 days. No later than three months after the initial mediation, a party shall file suit with a state court of competent jurisdiction located within the Williamson County, Texas. Said court, sitting without a jury, shall finally determine any dispute that the parties cannot resolve through mediation. Nothing in this provision is designed to extend any applicable statute of limitations that may apply to any claim that arises out of this Agreement.

11. **Taxes.** Any and all sales or use taxes, imposed or assessed by reason of this Agreement or its performance, shall be paid by WCCHD.

12. **No Warranty.**
    12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NSI AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT AND SERVICES (WHETHER IN WRITTEN OR COMPUTER EXECUTABLE FORM OR OTHERWISE) "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS WITH NO WARRANTY WHATSOEVER
    12.2 WCCHD EXPRESSLY AGREES AND UNDERSTANDS THAT (i) USE OF THE SOFTWARE PRODUCT IS AT WCCHD'S SOLE RISK AND WCCHD IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO USERS' COMPUTERS OR DATA, AND (ii) NSI CAN NOT PREVENT THE RISK OF UNINTENTIONAL DISCLOSURE OF DATA DUE TO SHORTCOMINGS OF COMPUTER, SOFTWARE, AND NETWORK TECHNOLOGY, HARDWARE FAILURES, UNAUTHORIZED ENTRY (HACKING), OR HUMAN ERROR.
    12.3 NSI MAKES NO WARRANTY THAT THE SOFTWARE PRODUCT WILL MEET WCCHD REQUIREMENTS, OR THAT ACCESS TO THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES NSI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE PRODUCT OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SOFTWARE PRODUCT OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.
    12.4 NSI MAKES NO OTHER WARRANTIES, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF AVAILABILITY, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OF INFRINGEMENT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.
    12.5 NSI WARRANTS TO WCCHD THAT SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER AND BY QUALIFIED PERSONNEL, WITH ADEQUATE SUPERVISION, ADEQUATE TRAINING, AND PROFESSIONAL CERTIFICATIONS AS APPROPRIATE.

13. **Waiver of Liability.**
IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER A CLAIM OR ACTION IS ASSERTED IN CONTRACT OR TORT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO NSI OR WCCHD IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY NSI OR WCCHD.

14. **Termination.** Either party to this Agreement shall have a right to terminate the Agreement in the event of a material breach by the other party upon sixty (60) days prior written notice and a failure by the other party to cure such breach to the non-breaching party's reasonable satisfaction within such sixty (60) day period. Upon termination of this Agreement, (i) Access to Software terminates immediately; and, (ii) the data stored for all Individuals will be destroyed by NSI unless WCCHD agrees to cover any and all costs associated with storing, maintaining, and or transferring data ("Termination Costs"); and, (iii) NSI will have no obligation thereafter to refund any amount already paid under the terms of this Agreement; and,

NSI will have no obligation to perform any additional services. Termination Costs are not to exceed $1000 one-time payment for providing data to WCCHD in format chosen by NSI. Additional formats or remedies can be used upon mutual agreement.

15. **Indemnity.** To the extent permitted by the Constitution and laws of the State of Texas, both parties agree to defend, indemnify and hold harmless the other party, and its respective partners, directors, officers, employees, agents and customers from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, fines, civil penalties, costs and expenses, including, without limitation, attorney's fees and costs associated with the litigation including subpoena, court reporting and expert witness fees (collectively "Claims"), arising out of the performance of services hereunder or failure by either party to comply with any of its obligations contained in this Agreement. Any obligation of WCCHD under this provision shall be payable solely from current revenues available during the fiscal period in which the obligation arises.

16. **No Personal Liability**. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, agent, shareholder, or owner of WCCHD or NSI, and WCCHD and NSI expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, agent, shareholder, or owner of WCCHD or NSI.

17. **Complete Agreement.** This agreement contains the entire Agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of the parties by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. In the event of a conflict in the provisions of any exhibits hereto and provisions set forth in this Agreement, the provisions of such exhibits shall govern.

18. **Applicable Law**. NSI shall comply with all applicable laws in performing duties under this Agreement but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in this Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas.

19. **Scope of Agreement**. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

20. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (i) when personally delivered; (ii) when received through confirmed e-mail or fax; or (iii) two (2) business days after deposited with the United States Postal Service, certified or registered mail, postage prepaid, return receipt requested; addressed as follows (or to another address as a party may designate by notice given in accordance with the provisions of this Section):

Notices to WCCHD should be sent to:	(ii) Notices to NSI should be sent to:
Name: John Teel, Executive Director Phone: (512) 943-3610 Fax: (512) 943-1499 E-Mail: jteel@wcchd.org	Network Sciences, Inc Attn: Abram Gordon 11044 Research Blvd., Ste 210 Austin, TX 78759 Phone: 512.331.9221 Fax: 512.331.7719 E-Mail: agordon@netsci.net

21. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the previous sentence, the Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

22 **Force Majeure.** NSI shall not be liable for delays in delivery or performance when caused by any event which is beyond the reasonable control of the NSI including: (i) acts of God, (ii) acts of the public enemy, (iii) acts or failure to act by the other party, (iv) acts of civil or military authority, (v) governmental priorities, strikes or other labor disturbances, (vi) hurricanes or tornadoes, (vii) earthquakes, (viii) fires, (ix) floods, (x) epidemics, (xi) embargoes, (xii) war, (xiii) riots, (xiv) delays in transportation, and (xv) loss or damage to goods in transit.

23 **Headings.** All section headings, including those in the Exhibits, are for convenience purposes only and will in no way affect, or be used, in interpretation of this Agreement.

24. **Waiver**. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party under the terms of this Agreement will operate as a waiver of such power or right nor will any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right under this Agreement.

25. **Survival.** The provisions of Sections 3 (Rate of Payment), 4 (Invoicing), 6 (Confidential Business Information), 10 (Disputes), 12 (No Warranty), 13 (Waiver of NSI Liability), 15 (Indemnity), and 17 (Applicable Law) shall survive for a period of two (2) years after any termination or expiration of this Agreement and shall continue to bind the parties and their permitted successors and assigns for such two-year period.

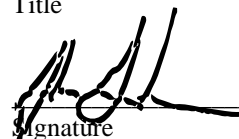IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below:

_____   _Abram Gordon_____

For Williamson County   For Network Sciences, Inc – Print Name

_____   _President_____

Dan A. Gattis – County Judge   Title

                                      Signature

_____   _2/24/2016_____

Date   Date

22 **Force Majeure.** NSI shall not be liable for delays in delivery or performance when caused by any event which is beyond the reasonable control of the NSI including: (i) acts of God, (ii) acts of the public enemy, (iii) acts or failure to act by the other party, (iv) acts of civil or military authority, (v) governmental priorities, strikes or other labor disturbances, (vi) hurricanes or tornadoes, (vii) earthquakes, (viii) fires, (ix) floods, (x) epidemics, (xi) embargoes, (xii) war, (xiii) riots, (xiv) delays in transportation, and (xv) loss or damage to goods in transit.

23 **Headings.** All section headings, including those in the Exhibits, are for convenience purposes only and will in no way affect, or be used, in interpretation of this Agreement.

24. **Waiver.** No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party under the terms of this Agreement will operate as a waiver of such power or right nor will any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right under this Agreement.

25. **Survival.** The provisions of Sections 3 (Rate of Payment), 4 (Invoicing), 6 (Confidential Business Information), 10 (Disputes), 12 (No Warranty), 13 (Waiver of NSI Liability), 15 (Indemnity), and 17 (Applicable Law) shall survive for a period of two (2) years after any termination or expiration of this Agreement and shall continue to bind the parties and their permitted successors and assigns for such two-year period.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below:
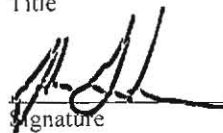
_____
For Williamson County

_____
Dan A. Gattis – County Judge

_03-02-2016_____
Date

__Abram Gordon_____
For Network Sciences, Inc – Print Name

__President_____
Title

_____
Signature

__2/24/2016_____
Date

22 **Force Majeure.** NSI shall not be liable for delays in delivery or performance when caused by any event which is beyond the reasonable control of the NSI including: (i) acts of God, (ii) acts of the public enemy, (iii) acts or failure to act by the other party, (iv) acts of civil or military authority, (v) governmental priorities, strikes or other labor disturbances, (vi) hurricanes or tornadoes, (vii) earthquakes, (viii) fires, (ix) floods, (x) epidemics, (xi) embargoes, (xii) war, (xiii) riots, (xiv) delays in transportation, and (xv) loss or damage to goods in transit.

23 **Headings.** All section headings, including those in the Exhibits, are for convenience purposes only and will in no way affect, or be used, in interpretation of this Agreement.

24. **Waiver.** No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party under the terms of this Agreement will operate as a waiver of such power or right nor will any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right under this Agreement.

25. **Survival.** The provisions of Sections 3 (Rate of Payment), 4 (Invoicing), 6 (Confidential Business Information), 10 (Disputes), 12 (No Warranty), 13 (Waiver of NSI Liability), 15 (Indemnity), and 17 (Applicable Law) shall survive for a period of two (2) years after any termination or expiration of this Agreement and shall continue to bind the parties and their permitted successors and assigns for such two-year period.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below:

_____
~~For Williamson County~~   For NCCHD

_____
~~Dan A. Gattis – County Judge~~

John H. Teel, Executive Director

03-02-2015
Date
3-15-16

_____
Abram Gardon
For Network Sciences, Inc – Print Name

President
_____
Title

_____
Signature

2/29/16
_____
Date

EXHIBIT A "Software"

Users as defined in EXHIBIT C, "Users" will have access to the following modules of VeritySource during Period of Agreement:

- Screening Module: Used to screen for potential eligibility for programs selected by NSI. Includes access to forms/applications as selected by NSI.

- Patients/Clients Module: Used to enter, store and retrieve information about patients

- Eligibility Tracks Module: Used to enter, store and retrieve eligibility information

- Documents Module: Used to collect, store and retrieve document information

- Provider Self Service: Used to verify eligibility for select program(s)

All descriptions herein are used purely for general descriptive purposes and are not intended to indicate or confirm actual functionality.

EXHIBIT B "Billing Schedule"

License Fees are due annually in advance. Any User with an active login to production for any period of time during a month is considered active for the entire month. WCCHD is wholly responsible for activating and deactivating all Users.

License Fees: $15,000/year for Users as defined in EXHIBIT C "Users".

- Each user always has the latest version of the software, there are typically not any new versions to re-install or update;
- License Fees include Account Management and Level 3 Support as indicated herein;
- (Optional) Additional Licenses are available for Users over the allotment specified in EXHIBIT C at a rate as follows:
    - Full Users: $150/mo per User
    - View Only Users: $50/mo per User
    - Self Service Users: $25/mo per User

Optional Costs:

- **Adding new forms –** Adding new forms or adding the ability to sign electronically on a form is subject to a $100-$200 per page 1-time cost
- **Hardware –** Costs above do not include any hardware
- **Additional Training -** $1000/day plus expenses for in-person; $125/hr web-based
- **Other Modules –** Additional software functionality is available subject to additional cost
- **Adding new programs into Medicaider™ -** Adding a complete eligibility rule set for a new program is subject to additional cost
- **Custom Requests –** Network Sciences does not perform custom software requests as a part of License Fees. All requests are handled according to Product Enhancement Request ("PER") policy as defined herein. This includes all interface, data migration, and import/export requests.

EXHIBIT C, "Users"

WCCHD is allowed to have up to 40 Full Users, 5 View-only Users, and 40 Self Service Users under the fixed rate License Fee rate in EXHIBIT B. Additional Users may be added under the terms outlined in EXHIBIT B.

All Users must be employees of WCCHD; provided, however, existing users of NSI's Software as of February 10, 2016 that are not employees of WCCHD but use NSI's Software in relation to the Access to Care Program in Williamson County, Texas may still use the Software pursuant to the terms of this Agreement. Such existing users are employed by Williamson County, Sacred Heart Community Clinic, Samaritan Health Ministries and Lone Star Circle of Care.

WCCHD acknowledges that the additional Users from the organizations above will have access to PHI belonging to WCCHD, and that WCCHD will have access to PHI created by the additional Users from the named organizations. It is solely the responsibility of WCCHD and these other authorized, named organizations to ensure that any required paperwork is executed and in place regarding the authorization to share PHI within the Software.

Exceptions as to allowing other employees from other entities who are not a part of the Access to Care Program in Williamson County, Texas can be mutually agreed upon in writing.

All Users must be authorized by WCCHD and are subject to approval by NSI

All Users are subject to the complete terms and conditions of Agreement

All Users must have individual user names and passwords; "general" logins are not permitted

WCCHD is wholly responsible for activating and deactivating all Users

EXHIBIT D, "Product Enhancement Request" Policy

NSI works with numerous customers in many areas of integrated eligibility and enrollment. As these organizations incorporate Software into their processes and daily activities, they often provide a number of ideas for new features, improvements, tweaks, and other enhancements they would like to see developed. In addition, NSI receives requests to develop additional software modules or solutions outside the scope of the current software, as well as requests to extend the software to additional regions or states.

NSI handles all of these and all other types of requests according to the Product Enhancement Requests ("PER") policy described herein. To clarify, any request for Software to perform a function that it does not currently do in full at the time the request is made is considered a PER.

WCCHD is first required to establish an internal means for prioritizing requests and submitting them through the authorized individual(s) to their assigned Account Manager. These requests are then evaluated by NSI. After evaluation NSI will respond to WCCHD with the following:

- If the PER is feasible, or if not if an alternative is feasible
- If in NSI's sole opinion the request is strategically valuable to the general growth of the Software

If NSI determines the PER is feasible and strategic, NSI may choose to develop the PER at no cost to WCCHD. NSI will notify the organization of the intent to complete the PER and the timeline in which we expect the PER to be completed. Timelines are subject to change.

Should NSI decide not to develop the PER, or should WCCHD decide the timeline for the development of the PER is not satisfactory, WCCHD may choose to pay for the development or for an expedited timeline. Payment can be calculated at the custom programming rate included in EXHIBIT B, "Billing Schedule", or a fixed-price can be mutually agreed upon.

After development, the requested product enhancement becomes part of the standard NSI software. NSI retains all rights, title, and interest in the (enhanced) software, including without limitation, all copyrights, patents, trademarks, and other proprietary rights.