

## USER LICENSE AGREEMENT FOR AN ONLINE VITAL RECORDS REQUEST APPLICATION

This user license agreement for an online vital records request application (the "User License Agreement") is made and entered into this 6th day of April, 2023 by and between the Galion City Health Department (the "Customer") and Permitium, LLC ("Permitium"), a corporation in good standing authorized to do business in the State of North Carolina with its principal place of business at 10617 Southern Loop Blvd. Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

- 1. Basic Obligations of Permitium.** Permitium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the Customer.
- 2. Basic Obligations of the Customer.** For any services requested in writing by the Customer, the Customer agrees to compensate Permitium at the rates set forth in the attached Statement of Work (Exhibit 1).
- 3. Term.** Contract will be effective from April 1, 2023, through March 31, 2024. This Agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.
- 4. Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the Customer a monthly statement by the 25<sup>th</sup> of each month which will be itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less fees listed on Exhibit 1.
- 5. Termination for Cause.** At any time after 30 days of the software deployment, the Customer may terminate this User License Agreement immediately and without prior notice if Permitium is unable to meet goals and timetables or if the Customer is dissatisfied with the quality of services provided.
- 6. Insurance.** Permitium agrees to maintain a minimum of \$6,000,000 in general liability, \$5,000,000 in cyber liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by Permitium to the Customer and shall contain the provision that the Customer is given ten (10) days' written notice of any intent to cancel or terminate by either Permitium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permitium liabilities as defined within

this User License Agreement will be capped at the greater of the compensation received by Permitium, or the above stated insurance liability policy limits.

7. **Taxes.** Permitium shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this User License Agreement.
8. **Monitoring and Auditing.** Permitium shall cooperate with the Customer, or with any other person or agency acting at the direction of the Customer, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the Customer with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The Customer agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.
9. **Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium's possession in the course of providing services to the Customer under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the Customer. All data and/or records provided by the Customer to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the Customer specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating Customer's use of Permitium's products and services. Except as essential to Permitium's obligations to Customer, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from Customer premises without written authorization of the Customer. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

10. **Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the Customer, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the Customer's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the Customer's records. Without

limiting the foregoing, Permitium specifically warrants that:

- 10.1.** All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;
- 10.2.** Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
- 10.3.** All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the Customer or Customer's Designee as authorized to obtain access.
- 10.4.** Permitium have technical controls in place that ensure the security, availability and confidentiality of Customer data.
- 10.5.** All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.

**11. Standard of Care.** Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of services and records governed by this User License Agreement.

**12. Indemnification.** Permitium shall indemnify the Customer, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing Permitium's maximum indemnification will be limited to the amount of insurance set forth within section 6.

Customer shall indemnify Permitium, its agents, and employees from and against all damages directly arising out of Customer's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

**13. Relationship of Parties.** Permitium shall be an independent contractor of the Customer,

and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the Customer.

- 14. Compliance with Applicable Laws.** Permitium shall comply with all applicable laws and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the Customer who are not authorized by federal law to work in the United States.
- 15. Applicable Customer Policies.** Permitium specifically acknowledges that it will comply with all applicable Customer policies, all of which are publicly available on the Customer's website.
- 16. Assignment.** Neither party may transfer, assign, or delegate any rights, duties, interest, or obligations under this Contract to any other person or entity without the other party's prior written consent. Notwithstanding the foregoing, Permitium may (without the Customer's consent) assign this agreement and all of its rights, duties, interests and obligations hereunder to any entity into which it merges, has a change in control representing a conveyance of more than 50% of its ownership interests, or to which it sells all or substantially all of its assets. Permitium agrees to notify the Customer within 10 business days of any assignment.
- 17. User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the Customer and Permitium.
- 18. Ohio Law.** Ohio law will govern the interpretation and construction of the User License Agreement. Any litigation arising out of this User License Agreement shall be filed, if at all, in a court or administrative tribunal located in the State of Ohio.
- 19. Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this User License Agreement.
- 20. Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.
- 21. Notices.** Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be

delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

If to: Permitium  
Permitium, LLC  
10617 Southern Loop Blvd.  
Pineville, NC 28134

If to Customer:  
Galion City Health Department  
113 Harding Way East  
Galion, OH 44833


**22. Cooperative Procurement.** As additional consideration for this User License Agreement, and pursuant to state and local laws and procurement rules, Permitium agrees to extend an option to purchase products or services covered under this contract at the same prices, and under the same terms and conditions, to other contracting agencies.

Any such purchases shall be between Permitium and the participating agency and shall not impact Permitium's obligations to the Customer under this User License Agreement. Each contracting agency shall execute its own contract with Permitium. Any estimated purchase volumes or user counts listed herein do not include other public agencies and the Customer makes no guarantee as to their participation.


**23. Authority of Signatories.** The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

**Galion City Health Department**

Signed:   
Name: Jason McBride  
Title: Health Commissioner  
Date: 4/6/2023

**PERMITIUM, LLC**

Signed:   
Name: Chris Perez  
Title: VP of Sales  
Date: 4/6/2023

## STATEMENT OF WORK, NEW IMPLEMENTATION – EXHIBIT 1

### Project Scope *(Applies to New Implementations)*

#### Permitium's Project Commitment

- Implement VitalDirector solution, including hospital application if applicable, configured based on VitalDirector's standard options and with input from received from customer team for the implementation.
- Up to three virtual recorded training sessions to include:
  - VitalDirector
  - New Mother Hospital Application
  - Walk-in kiosk mode/QR code redirect
- Create QR Code Flyers
  - Hospital Application
  - Lobby flyer
  - K12/School flyer
  - Other agreed upon flyers i.e., DMV
- Create Press Release Template and other agreed upon social media content
- Go live support
- Provide ongoing hosting and support of VitalDirector.

#### Customer's Project Commitment

- Complete user training for customer staff, with each trained user thereby both contributing to the VitalDirector UAT process as well as demonstrating personal proficiency with the application's final configuration. Each trained user will be expected to process at least 5 'test' orders by transaction type (i.e., processing birth, death and marriage certificates, if applicable) prior to VitalDirector go live
- Customer to place live VitalDirector site links throughout their agency website, with clear instructions directing public usage of VitalDirector as the preferred/recommended method for submitting vital record applications.
- Replace and redirect all PDF application forms from customer website within 7 days of VitalDirector go live.
- Implement in-office "kiosk mode" processing workflow upon VitalDirector go live, with customer office staff then directing 100% of in-person applications to utilize VitalDirector site from citizens' personal devices or customer-provided IT equipment.
- Have local hospitals distribute hospital app QR code flyer to patients within 2 weeks of VitalDirector go live.

### Implementation Plan

The implementation of the VitalDirector system will follow the phases as outlined below. The phases of this process can run concurrently with the specific project tasks, timelines, and responsible parties to be defined upon the start of the project. The typical implementation timeline is 45 days from the project kick-off and can vary based on configuration requirements, training needs, and the overall number of agency users/processors.

- **Project Kickoff/Planning Call** with Customer stakeholders.
  - Introduce Permitium Project Manager and team
  - Identify Customer stakeholders and responsibilities
  - Review the "Configuration Checklist" for initial VitalDirector setup
  - Provide a general overview of the Implementation Timeline
  - Set reasonably agreed upon benchmarks for project timeline and project success
- **Initial configuration** of the new VitalDirector solution based on the Customer checklist information and standard VitalDirector setup.
- **Configured VitalDirector Walkthrough** with Customer stakeholders and vital records processing team.
  - Walk through the online application
  - Outline the application processing workflow
  - Identify any customer processing requirements
- **Hospital Birth Certificate Application and Walk-in Walkthrough** – with Customer stakeholders and vital records processing team.
  - Review the QR code flyer designs
  - Outline how the flyers are distributed
  - Walkthrough the walk-in application process via the kiosk mode and lobby flyers
- **Customer System Testing** – Customer testing of the VitalDirector system.
  - Each user enters and processes at least 5 'test' orders for each vital record type
  - Confirm all relevant/required fields on application pages
  - Confirm site verbiage on the VitalDirector application pages
  - Review verbiage and directions from VitalDirector outbound notifications (i.e., phone call, text, email notifications)
- **Virtual Training** – up to three virtual training sessions:
  - VitalDirector processing training
  - Walk-in/Hospital application processing training
- **Go Live**
  - Final testing and sign off
  - Introduction to the Permitium Support and Customer Success teams
  - VitalDirector turned to production
  - Place VitalDirector site link on customer website home page on day of go live
  - Customer implements the updates to their website and distributes all flyers as indicated in the Customer Project Commitment under the Project Scope
- **Ongoing Support** - Provide ongoing support and hosting of the **VitalDirector** solution.



## Implementation Team

<b>Permitium</b>	Support Team	855-712-PERM	<a href="mailto:support@permitium.com">support@permitium.com</a>
<b>Customer</b>	Primary Point of Contact		
<b>Permitium</b>	Project Manager		
<b>Permitium</b>	Account Executive		

## Data and Security

All data collected in the Customer's instance of **VitalDirector** is the property of the Customer. **Permitium** does not own and will not distribute data without the written consent of the Customer. All passwords placed within the system are encrypted and not accessible by the **Permitium** staff.

## Cost of Service

Permitium will charge the consumer/applicant a convenience fee of \$5.00 per transaction for each application submitted for the use of the service and will accept payment of such fees using a valid payment method accepted by Permitium, which may include, without limitation, Visa, MasterCard, Discover Card, or American Express credit cards, as well as major debit cards at Permitium's reasonable discretion. Credit card processing fees at the rate of \$0.30 per transaction plus 3.3% of the transaction total are passed through to the applicant by Permitium along with a \$0.35 VitalVerify fee, when applicable.

Any other services needed by the customer (i.e., digital/data conversions) will be available anytime under this agreement utilizing an existing cooperative purchasing program called the Charlotte Cooperative Purchasing Agreement (CCPA). The CCPA co-op government rates can be found at [www.charlottealliance.org](http://www.charlottealliance.org).