

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 09 day of April, 2024 by and between the County of Ventura, by and through its Ventura County Public Health Department, (the "Customer") and Permitium, LLC ("Permitium"), a corporation in good standing with its principal place of business at 1235 East Blvd Ste E PMB 2051, Charlotte, NC 28203.

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 9, 2024, through April 8, 2025. This Agreement shall be automatically renewed for successive one (1) year terms.
- 4. Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the Customer a monthly statement by the 25th 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.** At any time after 30 days of the software deployment, the Customer may terminate this User License Agreement immediately and without cause.
- 6. Insurance.**

A) Permitium, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$6,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$6,000,000 aggregate, including personal injury, broad form property damage, products/completed operations.
- 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Permitium and Employer's Liability in the minimum amount of \$1,000,000.

- 3) Cyber Liability (Security & Privacy) in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 annual aggregate.
- B) All insurance required will be primary coverage as respects Customer and any insurance or self-insurance maintained by Customer will be excess of Permitium's insurance coverage and will not contribute to it.
- C) Customer is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, Its Boards, Agencies, Departments, Districts, Officers, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Permitium under the terms of this contract on all policies required (except Workers' Compensation).
- E) Intentionally omitted.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Permitium agrees to provide Customer with the following insurance documents on or before the effective date of this contract upon request:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsements.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

- 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' industry for the types of services and records governed by this User License Agreement.

12. Indemnification/Hold Harmless. Permitium agrees to defend, indemnify, and save harmless Customer, including all of its boards, agencies, departments, districts, officers, employees, agents and volunteers, against any and all third-party claims and lawsuits, whether against Permitium, Customer or others, judgments, debts, demands and liability (i) arising from injuries or death of persons and/or for damages to tangible property; and (ii) arising directly or indirectly out of a breach of the data protection terms in the agreement between the parties by Permitium resulting in the release of personally identifiable information, in each case save and except claims or litigation arising through or caused by the sole negligence or wrongdoing and/or sole willful misconduct of Customer. The indemnifying party's obligations as set forth in this Section are subject to the indemnitees: (i) giving the indemnifying party prompt written notice of any claim or the possibility thereof; (ii) giving the indemnifying party control over the defense of any such claim; and (iii) providing reasonable cooperation to the indemnifying party in good faith in the defense of any such claim.

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. California Law.** California 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 California.
- 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
1235 East Blvd Ste E PMB 2051
Charlotte, NC 28203

If to Customer:
Ventura County Public Health
2240 E. Gonzales Road, Suite 150
Oxnard, CA 93036

22. 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.


**County of Ventura by and through its Ventura County Public Health Department
PERMITIUM, LLC**

Signed:  Digitally signed by
Rigoberto Vargas
Date: 2024.04.12
13:02:18 -07'00'

Name: Rigoberto Vargas

Title: Public Health Director

Date:

Signed: 

Name: Seth Moucka

Title: Director of Customer Success

Date: 4/16/2024

STATEMENT OF WORK – EXHIBIT 1

Project Scope

- **Ongoing Support** - Provide ongoing support and hosting of the **VitalDirector** solution.

Implementation Team

| | | | |
|------------------|--------------------------|--------------|--|
| Permitium | Support Team | 855-712-PERM | support@permitium.com |
| Customer | Primary Point of Contact | | |
| Permitium | Project Manager | | |
| Permitium | 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 service 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 \$0.75 VitalVerify fee, when applicable.