

Client Services Agreement

Company Name: Effingham County Board of Commissioners (the “Client”)

Effective Date: November 3, 2023 (the “Effective Date”)

Term Length: 36 months (the “Initial Term”)

Wellness Service Description

Wellness Services will include:

Wellness Services	Pricing
<p>Data Collection Package</p> <ul style="list-style-type: none">- PreventionCloud Set Up and Support- Online Health Risk Assessment- Annual Physician Visit- Tobacco Affidavit- Online Data Collection- All Wellness Forms- Age/Gender Preventive Screenings- Marketing Communications Toolkit- Expanded Real-time reporting	<p style="text-align: center;">\$1.50 PEPM</p>

GENERAL TERMS AND CONDITIONS

This Client Services Agreement (the "Agreement") is entered into by and between ZomoHealth, LLC, a Texas Limited Liability Company, whose mailing address is 1700 Post Oak Boulevard, Suite 600, Houston, TX 77056 ("ZomoHealth, LLC") and Client.

WHEREAS, ZomoHealth, LLC desires to provide Client with wellness services and Client desires to obtain certain wellness services;

WHEREAS, ZomoHealth, LLC and Client desire to formalize such an arrangement.

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

1. **Term.** ZomoHealth, LLC hereby agrees to provide consulting services to the Client for a period commencing on Effective Date and continue for the Initial Term. The term of this Agreement shall automatically be extended for an additional Renewal Period unless either party gives the other party written notice that such party does not intend to extend the term of this Agreement at least (i) thirty (30) days prior to the end of this Agreement if the Renewal Period is more than thirty (30) or (ii) at least ten (10) days prior to the end of this Agreement if the Renewal Period is less than thirty (30) days.

2. **Wellness Services.** ZomoHealth, LLC shall provide wellness services to the Client during the term of this Agreement as described hereinabove as "Wellness Service Description" whereby ZomoHealth, LLC may provide to Client, Client's employees and/or personnel that Client designates ("Participants") and may make available to Client and the Participants ZomoHealth, LLC's "PreventionCloud" software (the "Portal") as specified in the Wellness Service Description.

3. **Fees and Payment.** Unless otherwise stated in the Wellness Service Description, Client agrees to pay ZomoHealth, LLC fees within thirty (30) days from the date of invoice. Client will pay sales, use, customs, excise, import or export, duty, value-added, and other similar federal, state, or local taxes (other than taxes based on ZomoHealth, LLC's net income), that may be incurred in connection with the provision of Wellness Services to Participants. Client shall be charged in accordance to a fee schedule as described on in the Wellness Service Description.

4. **Confidential Information of Participants.** Specifically with respect to Participant information gathered through the provision of Wellness Services to such Participants, including, without limitation, health risk appraisal answers, medical history, laboratory test results and other personal information ("Confidential Participant Information") as may be defined as Protected Health Information in the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 65 Fed. Reg. 82462-82829 ("Privacy Standards"), the parties further agree to: (i) provide training to Clients of their respective workforces regarding the confidentiality requirements in the Privacy Standards and this Agreement; (ii) obtain reasonable assurances from persons to whom Confidential Participant Information is disclosed that such Confidential Participant Information will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed; (iii) require such persons to agree to immediately notify management upon becoming aware of any instances in which the Confidential Participant Information is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards; and (iv) ensure that all disclosures of Confidential Participant Information are subject to the principle of "minimum necessary use and disclosure," i.e., only Confidential Participant Information that is "the minimum necessary to accomplish the intended purpose of the use, disclosure, or request may be disclosed." Contemporaneously with the execution of this Agreement, the parties shall enter into a business associate agreement as mutually agreed.

5. **Intellectual Property.**

a. **Portal.** The software and technology used by the Client to generate and provide the Wellness Services are protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property rights in this material are owned by the ZomoHealth, LLC and/or others. Except for the limited rights granted herein, all other rights are reserved. Subject to the terms and conditions of this Agreement, Client and its Participants may be given access and use to the Portal only through the login protocols and direct access URLs provided to the Client, but only for Client's own internal purposes. All rights not expressly granted in this Agreement are reserved by ZomoHealth, LLC. Client is prohibited from (i) reselling, sublicensing, transferring, assigning, or distributing the Wellness Services; (ii) modify or make derivative works based upon the Portal or Wellness Services. (iii) "frame" or "mirror" the Portal or content on any other server or Internet enabled device, or (iv) reverse engineer, decompile the Portal or their enabling software for any purpose.

b. **Other Intellectual Property.** Each party shall make good faith efforts to ensure that each party's own intellectual property rights including trademarks or copyright material. Client agrees that, to the fullest extent legally possible, all intellectual property developed by ZomoHealth, LLC in the course of providing Wellness Services will be owned exclusively by the ZomoHealth, LLC.

c. **Use of Logos and Marks.** Each party grants to the other a limited, nonexclusive, worldwide, royalty-free, non-sublicensable right and license to use, reproduce and display such party's trademarks for the sole and limited purpose of providing the services contemplated by this Agreement.

d. **End User Agreement.** Client, Participants, and any other affiliated user that uses the Portal shall agree to the end user agreement containing certain terms and conditions of the Portal's use at registration for each user of Portal.

6. **Confidential Information.** The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient").

a. **Definition of Confidential Information.** For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, and (ii) non-public aspects of the Portal and the operation thereof, and the Services and additional services provided by ZomoHealth, LLC, and ZomoHealth, LLC's business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Wellness Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.

b. **Restrictions on Use and Disclosure.** Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

c. **Exclusions.** The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient. (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

7. Disclaimer of Warranty. To the maximum extent permitted by applicable law, the Portal and Wellness Services is provided "as is" without warranties, conditions, representations or guaranties of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, title, noninfringement or fitness for a particular purpose.

8. Limitation of Liability. In no event shall ZomoHealth, LLC be liable to anyone for any direct, indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with the Wellness Services, including without limitation, the use or inability to use the Portal, or for any content obtained from or through the Portal, any interruption, inaccuracy, error or omission, regardless of cause, even if the party from which damages are being sought has been previously advised of the possibility of such damages.

9. Notices. Any notice, request, demand or other communication permitted to be given hereunder shall be in writing and shall be deemed to be duly given when personally delivered to an executive officer of the ZomoHealth, LLC or to the Client, as the case may be, or when deposited in the United States mails, by certified or registered mail, return receipt requested, postage prepaid, at the respective addresses of the ZomoHealth, LLC or the Client as provided in this Agreement. Either party may change, by written notice transmitted in the manner prescribed above, the address to which notices are to be sent.

10. Termination. Either party may terminate this Agreement if the other party commits any material breach of this Agreement, or the Business Associate Agreement, and fails to remedy such breach within thirty (30) days after written notice by the nonbreaching party of such breach. Upon the expiration or termination of this Agreement both parties will discontinue any use of the other's trademarks and logos.

11. Governing Law and Jurisdiction. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Texas. The courts of the State of Texas in the county of Harris, and the United States District Court for Southern District of Texas shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection, or by reason of this Agreement. The parties consent to the jurisdiction of such courts.

12. Severability Waiver. If any provision of this Agreement shall, for any reason, be held in violation of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect.

13. Agency or Assignment. This Agreement is personal to each of the parties hereto, and, except as herein otherwise provided, neither party may assign, transfer in any way or delegate any of the rights or obligations hereunder without first obtaining the written consent of the other party.

14. Entire Agreement. This Agreement supersedes and replaces any other Agreement, if any, between the parties pertaining to the subject matter hereof. This Agreement constitutes the entire agreement between the parties respecting the furnishing of wellness services by ZomoHealth, LLC, and there are no representations, warranties, agreements or commitments between the parties hereto except as set forth herein. This Agreement may be amended only by an instrument in writing executed by the undersigned parties.

15. Facsimile; Electronic Signature; Counterparts. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. A copy, electronic or facsimile of this Agreement shall have the same force and effect as that of an original.

Executed as of the date first written above.

ZomoHealth, LLC:

By: Authorized Party

Effingham County Board of Commissioners

By: _____

Name: _____

Title: _____