

SECOND ADDENDUM TO FIRSTWATCH SOFTWARE LICENSE AGREEMENT

This Second Addendum to the FirstWatch Software License Agreement is entered into this ____ day of _____, 2012, by and between Stout Solutions, LLC ("Stout") and the Board of Sedgwick County Commissioners ("County").

WHEREAS, on June 27, 2003, Stout and the County entered into FirstWatch Software License and Support and Maintenance Agreement and an Addendum to FirstWatch Software License Agreement ("License Agreement and Addendum"); and

WHEREAS, Stout and the County agree that the foregoing License Agreement and Addendum should be amended by this Second Addendum.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree that the foregoing License Agreement and Addendum (attached hereto as Attachment A) shall be amended as set forth herein and by Exhibits 1, 2 and 3 (attached hereto and made a part hereof). In the event of a conflict between the terms of Attachment A and this Second Addendum, the terms of this Second Addendum shall control, and all other terms and conditions of Attachment A shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Second Addendum the day and year first above written.

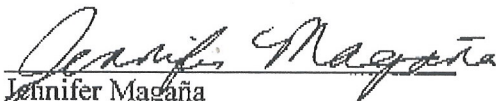
SEDGWICK COUNTY

ATTEST:

Kelly B. Arnold, County Clerk

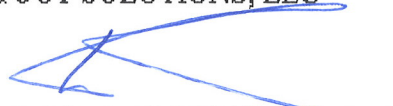
Tim R. Norton, Chairman, Board of County
Commissioners of Sedgwick County

APPROVED AS TO FORM ONLY:



Jennifer Magaña
Deputy County Counselor

STOUT SOLUTIONS, LLC



Todd Stout, President

EXHIBIT 1

1.1 Overview of FirstWatch Project Deliverables

Sedgwick County EMS currently a live FirstWatch deployment in Wichita, KS has requested pricing to deploy the new clinical module - FirstPASS to the existing site license. This document describes the proposed scope of the project; some included modifications and projected timelines where applicable.

Please refer to *Addendum A* that defines the revised partnership pricing proposal and a listing of the components included.

Please refer to the *FirstPASS Timeline* for additional details related to deployment tasks and estimates for completion.

1.1.1 FirstWatch Deliverables

This project proposes the following FirstWatch deliverables:

1) FirstPASS Clinical Module Add On

Technological advances have given Emergency Medical Service (EMS) agencies an ever increasing amount of data from call-taking (dispatch) and electronic patient care reporting and clinical systems used to respond to and care for their pre-hospital patients. Yet most EMS agencies have less time and far fewer resources to review the data from those ever expanding dispatch, ePCR and clinical data systems to identify opportunities for improvement.

Some EMS agencies have felt forced to review fewer calls, ePCR & clinical records due to the sheer volume of data and limited human resources, while others are attempting to review a higher percentage of their EMS clinical data using home-grown approaches and tools. The overarching goal of EMS (Administrators, Public & Private EMS Providers, EMS Medical Directors and Risk Management teams) is to have a tool that provides automated analysis of ePCRs for clinical indicators, and quality measures designed to improve patient outcomes based on agency specific measurements.

FirstPASS is a near real-time clinical measurement and protocol monitoring tool designed to watch for deviations in expected treatments to medical protocols. Web based and flexible in design, FirstPASS is a workflow driven tool that is highly customizable to meet the unique needs of the various stakeholders throughout the organization with access anywhere there is Internet connectivity.

The goal of FirstPASS is to get critical information into the hands of key stakeholders as soon as possible related to patient care outcomes and expected results. This can all be done by the tools that are bundled within FirstPASS or in combination of other FirstWatch tools that are in place today.

FirstPASS uses data that is gathered in FirstWatch triggers (bundled in this proposal). These triggers are highly configurable and can also be designed to alert when criteria is outside of expected if so desired. Below are the types of triggers used in association with FirstPASS:

- 1) Sentinel / Clinical Events**
- 2) Clinical Measures**
- 3) QA/QI Research Protocol Triggers** (Please refer to section 1.1.2 for Glossary of terms)

2) Clinical Measure Triggers

The triggers listed below were discussed as clinical measures that would be a helpful starting point by the team at Sedgwick County EMS, to establish a baseline performance metrics related to patient outcomes. Clinical Measure triggers can be configured to work as standalone triggers and can be loaded into the FirstWatch dashboard and/or workspace or in conjunction with or without FirstPASS.

These triggers can be modified upon project kickoff or throughout implementation. The discussed triggers include:

- Sedgwick EMS - STEMI Primary
- Sedgwick EMS - Bystander CPR
- Sedgwick EMS - First Responder AED
- Sedgwick EMS - Airway Capnography Use
- Sedgwick EMS - Improved SpO2
- Sedgwick EMS - Airway Capnography Repeat
- Sedgwick EMS - TRAUMA Fast Triage
- Sedgwick EMS - TRAUMA Vitals
- Sedgwick EMS - TRAUMA Alert
- Sedgwick EMS -Combitube/ ETT Success rate
- Sedgwick EMS - Cardiac Arrest ROSC rate
- Sedgwick EMS - Patient Refusal

All measurements above will have the filtering capabilities to measure from a system wide view, or filter down to the clinician level if desired.

The proposed pricing includes (10) Clinical Measure triggers. Upon approval from the Sedgwick County EMS team, a kick off meeting will be scheduled to confirm which clinical measures will be developed for this project. .

3) Protocol Triggers

Protocol triggers are used exclusively with FirstPASS and are used to automate Quality Assurance and Quality Indicators along with monitoring clinical protocols. These triggers are typically built around very complex business logic. Bundled with a reporting package the agency will have the ability to report by one or many protocol(s) from a system wide perspective, or have the ability to drill down to report by region, by shift, by provider (clinician scorecard approach).

The protocol triggers listed below were discussed as conceptual until the project kicks off and can be changed to other measures as needed prior to implementation. Below is a list of protocols for consideration:

1. **Narcotic Usage**
 - a. High Level System usage
 - b. Provider/Clinician usage
2. **Medication Errors**
 - a. High Level System usage
 - b. Provider/Clinician usage
3. **CMS / Hospital Measures**
 - a. Medication Reconciliation
 - b. Diabetic Monitoring
 - c. Hospital Re-admissions
 - d. Fall Prevention

Discussed in more detail, the below listed protocols were identified to have quality indicators key to affecting patient outcomes that could benefit the system to start sooner than others. The flexibility of the FirstWatch tool allows the agency to adjust what protocols to deploy and measure, based upon what is important for the agency at the time of the project kick off.

1.0 STEMI—Key Driver: Streamlined rapid triage and transfer of patients suggestive of myocardial ischemia.

Outcomes Related Objectives:

- 1.1 90% or greater of all ST-elevation myocardial infarction (STEMI) calls will have a total on scene time of 15 minutes or less.
- 1.2 95% or greater of all STEMI patients will have ASA administration prior to transport to the hospital (*or documentation of offer / declination in the patient record).
- 1.3 95% or greater of all field diagnosed STEMIs will have results communicated to receiving hospital prior to arrival. *(if recorded)*

2.0 CARDIAC ARRESTS—Key Driver: Improve survival for out-of-hospital cardiac arrest victims in Sedgwick Co.

Outcomes Related Objectives:

- 2.1 95% or greater 911 calls that refer to cardiac arrest will attempt to initiate by-stander CPR, and document accordingly.
- 2.2 50% or greater cardiac arrest calls will result in AED placement by first responder, after initial round of CPR, when EMS has still not made patient contact. *(This measurement is dependent upon the reliability of the supporting data)*

Procedure Related Objectives:

- 2.4 Continued use of CAD and ProQA, including documenting when by-stander CPR is attempted and implemented via dispatch. *(if documented)*

2.5 BCLS urban first response times meet standards of 4 minutes or less 90% of time.

3.0 AIRWAY—Key Driver: *Enhanced critical airway assessment, management, and documentation.*

Outcomes Related Objectives: *(Several clarification elements will need to be discussed prior to implementing the airway protocol)*

3.1 95% or greater usage of waveform Capnography with invasive airway (CBT, ETT) patients.

3.2 90% or greater documentation in usage of Capnography, including printing ETCO₂ wave forms upon initiation of the device and at appropriate intervals, such as upon initial placement, after any patient move (including just prior to movement out of ambulance at receiving hospital) or with any change in patient status.

3.3 90% or greater of all patients in severe respiratory distress (triage red), as demonstrated by SpO₂ < 90% and or respiratory rate <10 or >30 upon initial evaluation will receive successful airway management efforts, as evidenced by SpO₂ ≥95% at hospital arrival.

4.0 TRAUMA Key Driver: *To diminish the impact of critical traumatic injury through expeditious pre-hospital patient assessment and management.*

Outcomes Related Objectives: *(Several clarification elements will need to be discussed prior to implementing the Trauma protocol)*

4.1 90% of the time or greater critical trauma patients will be provided an initial triage level within 3 minutes by first unit arriving on scene, which will be logged by 911 Dispatch, according to the CDC Field Triage Guidelines (*in the event of a stand-off situation, the 3 minutes will be from the point of scene safe).

4.2 95% of the time or greater, the patient assessment of trauma documentation will include vital signs according to protocol (GCS, respiratory rate, systolic blood pressure and pulse).

4.3 95% of the time or greater a level Red trauma 1st alert will be initiated by EMS to 911 Dispatch for activation no less than 10 minutes before patient arrival* and 911 Dispatch will place the call to the correct receiving hospital within 60 seconds (*if travel time <5 min).

4.4 95% of the time or greater level Red traumas are being transported to the appropriately designated hospital.

The proposed pricing includes (4) QA/QI Research protocol triggers (used within FirstPASS). Upon approval from the Sedgwick EMS team, a kick off meeting will be scheduled to confirm the protocols to develop.

CARES Registry information - If possible, Dr. Braithwaite would like the ability to have the CARES registry data ingested into the FirstWatch system. Until we know if CARES has the capability of sending this information to FirstWatch related to patient outcomes transported to Via Christi or Wesley, we will deploy a form that will allow key CARES data elements to be recorded in FirstWatch and provide a reporting mechanism to export that data when needed.

4) Reports

Included with the FirstPASS module are (5) reports. These reports will be customized based upon the protocols that are chosen from the customer. In part with the partnership pricing the customer will work with the FirstWatch team to assist in the design of the standard packaging. As discussed previously, all reports will be made available to report on an overall system view, region, shift, by protocol, by protocol test and down to the clinician level as long as the data supports the requested elements.

Time to define these reports will most likely occur after the project kick off meetings and once the protocols are in place so the user will have access to the data to determine what is possible. These reports should be designed to assist with monitoring QA/QI indicators, patient outcome analysis, and research and/or publication documentation.

5) Adding (5) Data Elements for Via Christi and Wesley Hospitals

Additional data elements are needed from both the Via Christi and Wesley data sets to enhance the overall project related to patient outcomes.

Sedgwick County EMS will work with the IT departments from both hospitals to request the new data elements listed below. FirstWatch will participate as requested on any conference calls with the Hospitals IT groups to assist in gaining access to this new data.

These requested data elements include:

- Was the patient admitted from the ER, or discharged to another location in the hospital
 - If so, where was the patient admitted to
- Canadian Triage and Acuity Scale (CTAS Score)
- ICD-9 discharge diagnosis (one or many)
- Patient length of Stay

Once the new data has been made available to FirstWatch, we will develop a mechanism to incorporate the additional data elements and modify the existing drill down views to include the data elements listed above.

6) Modifications to the Drilldown for Via Christi (HL7) data

Sedgwick County EMS has requested a simplified view for the drill down currently in place for Via Christi HL7 data.

This change is covered under the current support agreement and there are no additional costs for this request. This has been added for documentation purposes since there are quite a few changes in progress.

Additionally, once the (5) new data elements have been added to the hospital data feeds (# 2 above), the drill downs for both hospitals will be modified to incorporate this new information at no additional cost to the client.

7) Research Trigger or FTP data mover

An important component of this project is the ability to output key data elements outside of FirstWatch for additional data analysis (potentially Kansas University). The FirstWatch automated FTP data mover is a tool designed to send data on a pre-determined schedule such as once a day or as frequently as every few minutes based upon the agency's needs.

1.1.2 FirstWatch Glossary of Terms

FirstWatch Standard Trigger

A FirstWatch Trigger is a representation of data based on a set of criteria with one or more analytical methods applied. Triggers generally are geared around areas of focus or pain point measurements that an agency is monitoring. Triggers are designed to pull data from one or many data sources. Typically data is consumed as Events. Each Event is uniquely identified (e.g. event ID) and has an Event Date-Time stamp. Each event can be supplemented with additional event information (e.g. event location information, event comment, etc). Trigger criteria is based on the event information gathered from the data.

A FirstWatch user can view and run ad-hoc data analysis by logging on to the FirstWatch Subscriber website. Some Triggers can be configured to send alerts (such as emails) when a set of alerting criteria are met. Triggers can be used to monitor many things and be configured to use one or many analytical methods.

Example of Trigger Types includes:

- **Early Event Detection – Syndromic Surveillance**

When detecting a possible threat or other qualifying trend, the system alerts authorized users by sending summary charts, a map showing the distribution of suspicious events, and other details, all via e-mail, pager or fax. Users can then use this information to determine the nature and significance of the trend and, if necessary, take appropriate steps to protect the public.

Examples include: Regional Influenza, ILLI and Flu, Carbon Monoxide, Respiratory or Gastro intestinal events.

- **Situational Awareness & Data Intelligence**

FirstWatch detects hidden patterns and trends that could indicate potential suspicious activity, such as reports of suspicious packages coming in simultaneously from specific high-threat areas, or suspicious person reports at multiple high-visibility locations.

High profile location sentinel, Anthrax, MCI, County wide situational awareness

- **Performance & Operational KPI Monitoring**

FirstWatch' s operational monitoring capabilities allow users to unlock patterns hidden in business data and identify trends before gaining momentum. Real-time trend detection allows users access to information typically not seen until running reports at the next quarterly or monthly interval. By then, it's often too late to capitalize on a good trend or mitigate a bad one.

Call Taker/ Dispatcher Processing times, Chute times, Response Times, Hospital Drop Times

- **Clinical Measure Monitoring (with or without FirstPASS)**

Whether monitoring compliance rates, quality assurance, quality indicators, or any other critical metric, FirstWatch allows users to be trend-proactive, rather than trend-reactive. These types of triggers are generally complex measurements using one or many data sources to monitor quality indicators related to improving patient care.

- **Quality Improvement / Research Protocol Monitoring (FirstPASS Only)**

Protocol specific triggers are designed to evaluate the patients primary/secondary impression matched against the local, county or state protocols and monitor for deviations in expected treatment, outcomes, or required actions. Used exclusively with FirstPASS focusing on improving pre-hospital patient care and providing our FirstWatch customers with an essential tool to enable them to automatically / programmatically audit medical protocol compliance within pre-hospital clinical data.



FirstWatch

322 Encinitas Blvd., Suite 100
 Encinitas, California 92024 USA
 Phone: 760-942-8123 Fax: 760-942-8329
 Attn: Debbie Gilligan

Customer Information:

Name: Dr. Sabina Braithwaite
 Organization: Sedgwick County EMS
 Address: 510 N Main Street, Suite 602
 City, ST Zip: Wichita, KS 67203
 Phone: 316-660-9056

Quote Date Info:

Date: 11/1/2012
 Expiration Date: 4/30/2013

Item	Qty	Description	Unit Price	Item Total
FirstPASS Clinical QA/QI Add-on (Line Items 1-8)				
1	1	FirstPASS (FP) enhancement module (partnership pricing) (FirstPASS requires a data source interface into ePCR data)	\$20,000.00	\$20,000.00
2	1	Annual Maintenance for FirstPASS	\$4,400.00	\$4,400.00
3	4	Automated QA/QI & Research Protocols (requires FirstPASS)	\$1,000.00	\$4,000.00
4	1	Annual Support for the above FP Triggers	\$880.00	\$880.00
5	1	Protocol Analysis and Workflow Design (one time fee)	\$4,000.00	\$4,000.00
6	1	Includes 5 standard reports included with the FirstPASS module	\$0.00	\$0.00
7	10	Clinical Measures - enhanced triggers (5 at no cost)	\$800.00	\$4,000.00
			FirstPASS Sub total:	\$37,280.00
Research Output (Line Items 8-9 - SOW # 4)				
8	1	FTP Data Mover	\$2,000.00	\$2,000.00
9	1	Annual Maintenance for FTP Data Mover	\$440.00	\$440.00
			Sub total for Research FTP Data Mover:	\$2,440.00
Total FirstPASS Option only:				\$39,720.00

This quote provides fees for enhancements that include FirstPASS enhancement module to the existing (and LIVE) FirstWatch system deployment at Wichita, KS. This system currently analyzes data streams of CAD, ProQA, Sensio ePCR and Via Christi and Wesley Hospital data. It is assumed that all data will be available in one of the data sources listed in order to capture the performance objectives required. Additional research and assistance from the Sedgwick team may be required to accommodate some of the requests listed below.

** Support fees noted above renew annually. Annual Support increase is currently estimated (for budget planning purposes) at 5% per year. If additional Report Development hours are needed (or requested), above the 2 hours per FP Trigger noted above - they can be procured at the rate of \$150 per hour. Triggers renew at \$200/trigger per year beginning year 2.

FirstPass Sedgwick County Performance Objectives includes the following but are subject to change as needed by the agency.

1.0 STEMI - Key Driver: Streamlined rapid triage and transfer of patients suggestive of myocardial ischemia.

Outcomes Related Objectives:

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2.0 CARDIAC ARRESTS - Key Driver: Improve survival for out-of-hospital cardiac arrest victims in Sedgwick Co.

Outcomes Related Objectives:

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- Procedure Related Objectives:**
- 2.4 Continued use of CAD and ProQA, including documenting when by-stander CPR is attempted and implemented via dispatch. (if documented)
 - 2.5 BCLS urban first response times meet standards of 4 minutes or less 90% of time.

3.0 AIRWAY - Key Driver: Enhanced critical airway assessment, management, and documentation.

Outcomes Related Objectives: Several clarification elements will need to be discussed prior to implementing the airway protocol

- 3.1 95% or greater usage of waveform capnography with invasive airway (CBT, ETT) patients.
- 3.2 80% or greater documentation in usage of capnography, including printing ETCO2 wave forms upon initiation of the device and at appropriate intervals, such as upon initial placement, after any patient move (including just prior to movement out of ambulance at receiving hospital) or with any change in patient status.
- 3.3 80% or greater of all patients in severe respiratory distress (triage red), as demonstrated by SpO2 < 90% and/or respiratory rate < 10 or > 30 upon initial evaluation will receive successful airway management efforts, as evidenced by SpO2 > 96% at hospital arrival.

4.0 TRAUMA Key Driver: To diminish the impact of critical traumatic injury through expeditious pre-hospital patient assessment and management.

Outcomes Related Objectives: Several clarification elements will need to be discussed prior to implementing the Trauma protocol

- 4.1 80% of the time or greater critical trauma patients will be provided an initial triage level within 3 minutes by first unit arriving on scene, which will be logged by 911 Dispatch, according to the CDC Field Triage Guidelines (*In the event of a stand-off situation, the 3 minutes will be from the point of scene safe).
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- 4.4 95% of the time or greater level Red traumas are being transported to the appropriately designated hospital.

ePCR and FirstPASS use the following types of triggers:

- 1) Sentinel / Clinical Events
- 2) Clinical Measures (these are complex clinical monitoring triggers without the use of FirstPASS)
- 3) Automated QA/QI & Research Protocols (trigger types used only within FirstPASS)

Customer may cancel enhancement project at any time. If cancellation occurs after customer authorization to begin (by verbal GO or by signing this work order and faxing back to FirstWatch), customer will be responsible for all costs associated with actual work completed, prior to cancellation notification to FirstWatch.

Thank you for the opportunity to present this quote.

To authorize FirstWatch to proceed with proposed enhancements, please fax signed copy (all pages) back to:
 FirstWatch @ (760) 942-8329 or email executed PDF to: dgilligan@firstwatch.net

Accepted: _____
 Title: _____
 Date: _____

ATTACHMENT A

4064-8

ADDENDUM TO FIRSTWATCH SOFTWARE LICENSE AGREEMENT

This Addendum to the FirstWatch Software License Agreement is entered into this ___ day of ___, 2003, by and between Stout Solutions, LLC ("Stout") and the Board of Sedgwick County Commissioners ("County").

WHEREAS, Stout and the County agree that the foregoing license agreement should be amended by this addendum.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree that the foregoing license agreement (Attached Hereto as Exhibit A) shall be amended as set forth herein, and in the event of a conflict between the terms of Exhibit A and this addendum, the terms of this addendum shall control, and all other terms and conditions of Exhibit A shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree that the formal proposal dated April 16, 2003 and its attachments I, II and III (Attached Hereto as Exhibit B) and all terms and conditions therein are incorporated herein by reference, to the extent they are not in conflict with this addendum, and in the event of a conflict between the terms of Exhibit B and this addendum, the terms of the addendum shall control, and all other terms and conditions of Exhibit B shall remain in full force and effect.

1. AUTHORITY TO CONTRACT.

- A. Affirmation of Legal Authority.** Stout assures it possesses legal authority to perform services and sign this license agreement and addendum; that resolution, motion or similar action has been duly adopted or passed as an official act of Stout's governing body, authorizing the signing of this license agreement and addendum, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Stout to act in connection with the license agreement and addendum and to provide such additional information as may be required.
- B. Required Documentation.** Stout shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

ATTACHMENT A

2. INDEPENDENT CONTRACTOR RELATIONSHIP.

It is agreed that the legal relationship between Stout and County is of a contractual nature. Both parties assert and believe that Stout is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Stout is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Stout, and employees of Stout, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Stout, and employees of Stout, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Stout. Stout shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Stout's sole expense.

3. PERSONNEL.

- A. Qualified Personnel.** Stout represents that it has, or shall secure at its own expense, all personnel required in performing the services under the license agreement and addendum. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this license agreement and addendum.
- B. Minimum Wages.** Stout will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- C. Employee Conflict of Interest.** Stout shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. PROHIBITION OF CONFLICTS OF INTEREST.

- A. Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this license agreement and addendum shall participate in any decision relating to this license agreement and addendum which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this license agreement and addendum or the proceeds thereof.
- B. Interest of Stout.** Stout covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this license

ATTACHMENT A

agreement and addendum.

- C. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Stout to implement this license agreement and addendum will provide notice to prospective bidders that County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. **CASH BASIS AND BUDGET LAWS.**

The right of the County to enter into this license agreement and addendum is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This license agreement and addendum shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this license agreement and addendum the County reserves the right to unilaterally sever, modify, or terminate this license agreement and addendum at any time if, in the opinion of its legal counsel, the license agreement and addendum may be deemed to violate the terms of such laws.

6. **RECORDS, REPORTS AND INSPECTION.**

- A. **Documentation of Costs.** All costs incurred by Stout for which Stout purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this license agreement and addendum shall be clearly identified and readily accessible to both parties to this license agreement and addendum.
- B. **Maintenance of Records.** Except as otherwise authorized by County, Stout shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this license agreement and addendum, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
- C. **Stout's Purchasing Procedure.** Stout certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Stout agrees to make available a written description of its purchasing procedures if requested by County.

7. **METHOD OF BILLING AND PAYMENT.**

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ATTACHMENT A

- A. Billing Procedures.** Stout agrees that billings and payments under this license agreement and addendum shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this license agreement and addendum. Any bills and/or invoices submitted by Licensor for on-site work must be sufficiently detailed to show hours worked, the name of the employee who performed that work, and the nature of the work performed. Any expenses billed to the county hereunder for on site work of Licensor shall not exceed 15% of labor hours invoiced for that work, unless approved in writing, in advance of the work, by Sedgwick County.
- B. Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section 6.A., above.
- C. Reimbursement Restrictions.** Payments shall be made to Stout only for items and services provided to support the license agreement and addendum purpose when such items and services are specifically authorized by this license agreement and addendum. County reserves the right to disallow reimbursement for any item or service billed by Stout if County believes that such item or service was not provided to support the license agreement and addendum purpose or was not authorized by the license agreement and addendum.
- D. Pre-disbursement Requirements.** Stout must provide to County the documentation required pursuant to this license agreement and addendum prior to any disbursements being made by County to Stout.
- E. Mailing Address.** Payments shall be mailed to Stout's address as set forth herein.
- 8. LICENSES AND PERMITS.**
Stout shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this license agreement and addendum. Stout shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of this license agreement and addendum by County, in County's discretion.
- 9. ASSIGNMENT.**
Neither this license agreement and addendum nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

ATTACHMENT A

10. SUBCONTRACTING.

None of the work or services covered by this license agreement and addendum shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this license agreement and addendum.

11. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

- A. Service Standards and Procedures.** Stout shall perform the services set forth in this license agreement and addendum in compliance with applicable standards and procedures specified in Stout's request for proposal dated April 16, 2003 and all addenda and amendments and other supplements thereto, all of which documents cover the specific purpose, goals and objectives of this license agreement and addendum.
- B. Governing Law.** This license agreement and addendum shall be interpreted under and governed by the laws of the state of Kansas, without reference to its conflict of laws principles. Any legal action brought concerning this license agreement and addendum or any dispute hereunder shall be brought only in the courts of the State of Kansas, in the county of Sedgwick, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Stout agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
- C. Compliance With Law.** Stout shall comply with all applicable local, state and federal laws and regulations, in carrying out this license agreement and addendum, regardless of whether those legal requirements are specifically referenced in this license agreement and addendum.

12. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this license agreement and addendum, Stout shall comply with K.S.A. 44-1001 *et seq.*

- A.** Stout shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this license agreement and addendum because of race, religion, color, sex, disability, national origin, or ancestry.
- B.** In all solicitations or advertisements for employees, Stout shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas

ATTACHMENT A

Human Rights Commission.

- C. If Stout fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Stout shall be deemed to have breached this license agreement and addendum and it may be canceled, terminated or suspended, in whole or in part, by County.
- D. If Stout is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Stout shall be deemed to have breached this license agreement and addendum and it may be canceled, terminated or suspended, in whole or in part by County.
- E. Stout shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or Stout.

13. TERMINATION OF LICENSE AGREEMENT AND ADDENDUM.

- A. **Termination for Cause.** If Stout shall fail to fulfill in a timely and proper manner its obligations under this license agreement and addendum, or if Stout shall violate any of the terms, covenants, conditions, or stipulations of this license agreement and addendum, County shall thereupon have the right to terminate this license agreement and addendum by promptly giving written notice to Stout of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this license agreement and addendum and any appendices, exhibits or amendments thereto, if any.

Notwithstanding the above, Stout shall not be relieved of liability to County by virtue of any breach of this license agreement and addendum by Stout and County may withhold any payments to Stout for the purpose of set off until such time as the exact amount of damages due County from Stout are determined.

- B. **Termination for Convenience.** County may terminate the license agreement and addendum in whole or in part, upon thirty (30) days written notice to Stout, stating the effective date of the termination for convenience.
- C. **Payment Upon Termination.** If this license agreement and addendum is terminated in whole or by County, Stout shall be paid for work satisfactorily completed pursuant to all terms of the license agreement and addendum.

14. HOLD HARMLESS.

To the fullest extent permitted by law, Stout agrees to defend, pay on behalf of, and hold

ATTACHMENT A

harmless the County, its elected and appointed officials, employees and volunteers and others working on behalf of the County, against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from Stout, by reason of personal injury, including bodily injury and death; and/or property damages, including loss of use thereof, which arises out of or is any way connected or associated with this license agreement and addendum, and is caused by Stout, or an action of an employee or subcontractor of Stout.

15. PUBLIC DOCUMENTS

It is agreed that this license agreement and addendum, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Sedgwick Count Clerk, and will be open to public inspection.

16. OWNERSHIP

Stout owns all proprietary information licensed hereunder, including all intellectual property rights therein, and Stout has all rights necessary from its own licensors necessary to license, in accordance with the terms of this license and addendum, such proprietary information to County.

17. INFRINGEMENT INDEMNITY

Stout will defend, indemnify and hold harmless County against any claim that products furnished and used within the scope of this license agreement and addendum infringe a United States copyright or patent.

A. Combination Use Stout makes no representation with respect to the possibility of infringement by County's Combination Use of the licensed software. "Combination Use" means use of the licensed software in conjunction with any of the following, unless such use is prescribed in the documentation provided County pursuant to the license and addendum: (i) any software other than the licensed software provided by Stout pursuant to the license and addendum; (ii) on any apparatus other than a designated unit authorized by the license and addendum; and/or (iii) any activities of County which are in violation of the license and addendum.

B. All other Uses Except for Combination Use as defined above, Stout shall indemnify County against all claims, liabilities, and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against County alleging that County's use of the licensed software and/or documentation infringes or misappropriates: (i) any United States patent; or (ii) any copyright; or (iii) trade secret rights, provided that County promptly notifies Stout in writing of any such claim and Stout is permitted to control fully the defense and any settlement of such claim, as long as such settlement shall not include any financial obligation on County. County shall reasonably cooperate in the defense of such claim and may appear, at County's own expense, through counsel. Stout may in its sole discretion, settle any such claim on a basis requiring Stout to substitute for the software and documentation alternative

ATTACHMENT A

substantially equivalent non-infringing programs and supporting documentation, so long as such settlement shall not include any financial obligation on County without County's advance written approval.

18. MERGER/SALE/TRANSFER OF STOUT ASSETS

Stout will notify County in writing at least thirty (calendar) days in advance of Stout's merger with any other business entity, or of any sale or other transfer of Stout's assets to any other business entity. In the event of any such merger, sale or other transfer of Stout assets, Stout will reasonably cooperate with County in assuring that provision of all products and services under this license and addendum are not disrupted before, during and after such merger, sale or other transfer of Stout assets. After such merger, sale or other transfer of Stout assets, Stout will reasonably cooperate with County in providing any documents or information necessary to establish prior payments made by County to Stout under this license and addendum.

19. ESCROW OF SOURCE CODE

Stout shall deposit and maintain in escrow a current, updated copy of the program source code (up to 4 deposits per year), with EscrowTech International, Inc. or another escrow agent acceptable to the County, all upon written terms acceptable to County. Stout will make quarterly deposits unless requested more frequently by the County, in which case the County shall pay any additional fees beyond 4 deposits. (If other customers participate in the escrow program, Stout will attempt to defray the County's additional deposit costs by splitting it among other customers.)

The escrowed material shall be maintained under a written agreement approved by the County which provides that if Stout discontinues its business relating to the Software and no successor to such business assumes and carries out Stout's contractual obligations to maintain the Software for County, or Stout becomes the subject of a bankruptcy proceeding under the United States Bankruptcy Code, and such proceeding is not dismissed within 90 days after its initiation, the escrow agent shall furnish County with a copy of the escrowed material. Any escrowed material furnished to County under this provision shall be considered licensed subject to the terms of this license and addendum and shall be used solely to maintain the program.

20. SURVIVABILITY OF TERMS

The following paragraphs of this addendum and all any and all subsections thereof shall survive any termination of this license and addendum: 2, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 20.

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IN WITNESS WHEREOF, the undersigned have executed this addendum the day and year first above written.

BOARD OF COUNTY COMMISSIONERS,
SEDGWICK COUNTY, KANSAS

By: *Iris Baker*
IRIS BAKER
Director Of Purchasing

STOUT SOLUTIONS, LLC

By: *Todd Stout*
TODD STOUT
President

ATTEST:

for *Don Brace*
DON BRACE, County Clerk



APPROVED AS TO FORM ONLY:

Clancy Holeman
CLANCY HOLEMAN
Assistant County Counselor

ATTACHMENT A

FirstWatch™ Software License and Support and Maintenance Agreement

This SOFTWARE LICENSE AND SUPPORT AND MAINTENANCE AGREEMENT ("Agreement") is between Stout Solutions, LLC, a Nevada limited liability company with a mailing address at 937 S. Coast Hwy 101 Suite C-201, Encinitas, California, 92024 ("Licensor"), and the Sedgwick County, Kansas Division of Information & Operations with offices at 538 N. Main #227, Wichita, KS 67203 ("Licensee") (referred to herein as the "parties").

WHEREAS, Licensor is a developer of computer software, and

WHEREAS, Licensee desires to contract with Licensor to utilize its FirstWatch™ biosurveillance system (herein referred to as the "Software"), for use with Licensee's PRC Computer-Aided-Dispatch System, and ProQA software, developed by Priority Dispatch.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1.0 GRANT OF LICENSE

1.1 Licensee shall have a nonexclusive, perpetual license to use one copy of the Software (licensed to monitor 3 trigger-sets at the same time), and 6 simultaneous-user licenses to view and/or interact with Licensee's data, via reports, on the FirstWatch Server, in machine-readable form at a single location as agreed to by both the Licensee and Licensor. This 6-user limit will automatically increase to 18 users during a FirstWatch alert, and for an hour following the alert. Pursuant to this license, Licensee may make and keep one copy of the software to use as a back-up copy, for re-installation of the software should that become necessary, and the original copy of the software can not be used for some reason. Except for this back-up copy, Licensee may not make additional copies of the Software for internal use or installation by Licensee.

1.2 All right, title, and interest, including copyright interests and any other intellectual property, in and to the Software produced or provided by Licensor under this Agreement shall be the property of Licensor. Said Software shall be licensed, not sold. Licensor shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired as a result of or in connection with this Agreement to make modifications and enhancements to the Software. Licensee shall not acquire any rights to the Software as a result of such use, whether as author, joint author or otherwise.

1.3 All right, title, and interest in and to any data relating to Licensee's business are and shall remain the property of Licensee, whether or not supplied to Licensor.

1.4 Licensee's interest in and obligations with respect to any programming, materials, or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of Licensor, shall be determined in accordance with the agreements and policies of such vendors.

1.5 Licensee may not use, copy, or modify the Software, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor hereunder. Licensee's rights may not be transferred except to (1) a successor in interest of Licensee's entire business

Exhibit A

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who assumes the obligations of this Agreement; or (2) any other party who is reasonably acceptable to Licensor, enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs. No service bureau work, multiple-user license, or time-sharing arrangement is permitted. If Licensee uses, copies, or modifies the Software or transfers possession of any copy, adaptation, transcription, or merged portion of the Software to any other party in any way not expressly authorized hereunder, Licensee's license is automatically terminated, and Licensee shall remove and destroy all copies of Licensor's Software from its computer systems, including unauthorized derivative work.

2.0 TERM AND TERMINATION

2.1 Term. The term of this Agreement shall commence on the date it is accepted and signed by both Licensee and Licensor and shall continue for one calendar year thereafter, and shall be renewable for successive one calendar year terms, solely at the option of Licensee. Such renewal option of Licensee shall be exercised by Licensee in a writing, mailed to Licensor within 60 days prior or subsequent to the most recent anniversary date of the original or renewed term. The services set forth in Attachment "A" attached hereto shall be performed during the initial term and any renewed terms thereafter unless this Agreement is: (i) terminated by either party for a failure to comply with a material term or condition of this Agreement, which failure is not cured within thirty (30) days of written notice by the party alleging such failure to the other party; (ii) either party's normal business operations are discontinued due to insolvency, bankruptcy, receivership or business termination; or (iii) in the case of failure to pay monies owed to Licensor by Licensee, such failure is not cured within thirty (30) days of written notification by Licensor to Licensee.

2.2 Termination of this Agreement for any reason shall not affect the mutual obligations of the parties to maintain the confidentiality of information as provided by this Agreement. In the event of termination of this Agreement, Licensee shall remove and destroy all copies of Licensor's Software from its computer systems and verify same in writing to Licensor.

3.0 SUPPORT OF SOFTWARE

3.1 Licensee agrees to promptly report any errors in the Software to Licensor in as much detail as is practical and possible. Licensee acknowledges that in most cases, the more information supplied about an error, the quicker and easier it is to identify and fix the error.

3.2 Licensee agrees to test fixes for reported errors in a timely manner, and report the results to Licensor.

3.3 Licensor will not be responsible for:

- a) Installation, maintenance, support, repair or training regarding any computer hardware.
- b) Installation, maintenance, support, repair or training regarding the computer network.
- c) Installation, maintenance, support, repair or training regarding the computer operating systems.
- d) Any data entry, including entry of test data.

ATTACHMENT A

- e) Installation, maintenance, support, repair or training regarding any software, other than Licensor's Software, on Licensee's computers.
- f) Licensor's training is limited to the training for its Software only. Licensor will not be responsible for training on any other software, hardware, networks, or operating systems.

3.4 Licensee assumes responsibility for maintaining all services, licenses and other requirements necessary to maintain material compliance with all items listed in Attachment "C" of this Agreement.

3.5 Service Model Approach. Licensee agrees to allow Licensor to utilize remote access via WebEx powered remote access for its support and maintenance interactions with Licensor, unless otherwise requested by Licensee at any time. In the event Licensee requires Licensor to perform on site support and/or maintenance, Licensee agrees to pay for all additional agreed costs at the rates set out at paragraph 4.3 herein, "Fees." Licensor agrees to pay for all additional costs associated with said approach including an on site development and installation hourly premium and all reasonable travel expenses.

4.0 FEES, EXPENSES AND PAYMENTS

4.1 In consideration of the services to be performed by Licensor, Licensee shall pay Licensor in accordance with the terms in 4.2 below, the fees delineated in Attachment "A" of this Agreement.

4.2 Invoice and Payment Schedule. Upon execution of this Agreement, Licensor will present a bill to the Licensee for half of the agreed to Licensing Fees and half of the estimated customization fees as found in Attachment "A" of this Agreement. Payment of this bill is expected within thirty (30) days of the date of invoice, and must be received prior to initiation of Software installation and initialization of customization work. Remainder of outstanding fees (including half of Licensing Fee, remaining unbilled portion of customization fees, annual service / maintenance fees and any other fees delineated in Attachment "A" of this Agreement) are due thirty (30) days from the date of invoice for the completion of installation acceptable to Licensee. Failure on the Licensee's part to meet hardware, software, telephony, Internet access, appropriate network access and/or any of the requirements listed in Attachment "C" of this Agreement prior to or during the installation Period of the Software will not be grounds for the delaying of invoicing and/or payment of said invoice.

4.3 Additional Fees. If necessary and agreed to in advance, in writing, by Licensee, in consideration of the services to be performed by Licensor, Licensee shall pay Licensor at the following rates:

2003 Rates per Working Location	Hourly Rate
Licensor' Office in Encinitas or Richmond	US\$110
Licensor' Office w/Licensee	US\$120
At Licensee's Location (out-of-town rate)	US\$190

ATTACHMENT A

4.4 Additional On Site Fees. If necessary and agreed to in advance, in writing, by Licensee, for each work day at Licensee's site, Licensee will be charged for an 8 hour day for all hours worked up to 12 hours. Hours 13 and beyond in a workday will be charged at the following hourly rate: \$190.00.

4.5 Fee Increases. The fees charged in this section apply to all products and services that Licensor provides to Licensee during the term of this license agreement and addendum. During the times when the license agreement and addendum are subject to renewal, Licensor may propose fee increases hereunder. Additional work shall be defined as work approved in writing, in advance, by Licensee, and which work was beyond the hours estimated in Licensor's proposal attached to this license agreement and addendum. Such fee increases are effective only if incorporated in a written document executed with the same formality as this license agreement and addendum.

4.5.A No amendment to this license agreement and addendum is effective unless incorporated in a written document executed with the same formality as this license agreement and addendum.

4.6 Reimbursement of Expenses. Licensor will generally pay its own actual out-of-pocket expenses incurred by Licensor in furtherance of its performance hereunder as an ordinary cost of doing business, whether off-site or on-site, including, but not limited to, long-distance, postage, shipping and other charges. For all other reimbursable on-site expenses Licensor agrees to provide Licensee with access to such receipts, ledgers, and other records as may be reasonably appropriate for Licensee or its accountants to verify the amount and nature of any such expenses. Licensor will provide Licensee a written estimate of expenses for pre-approval prior to incurring such expenses for on-site work hereunder.

4.7 Additional Work. The fees and charges for any follow-up or additional work not described in Attachment "A" attached hereto shall be performed at a rate agreed upon between the parties prior to performance of such additional work.

4.8 Estimates. Licensee acknowledges that any quotes for cost and timeline given for such additional work are estimates only, based on Licensor's understanding of Licensee's desired results, knowledge of the underlying data and data structure, as well as other factors. Licensor will inform Licensee at the earliest opportunity if any estimates for such additional work appear to be higher than expected. At that point, if Licensee decides to cancel that individual aspect of the additional work, then Licensee will only be invoiced for any work product received to that point.

4.9 Recurring Charges. Any annually or monthly recurring fees will be billed according to the month and year in which this Agreement was executed. All recurring charges will be billed on the first of the month and are due thirty (30) days from date of invoice. Annual recurring charges will be annually billed on the first of the month of the anniversary date of the execution of this Agreement. Recurring charges may be subject to increases, upon written notice to Licensee, and advance written acceptance of such increases by Licensee. Only the Annual Recurring Maintenance and Support charges herein are subject to increases of up to but not more than 5% over the initial charges per year for maintenance, support and server access covered by this Agreement. Any such increase is only effective if agreed to in writing as provided for in section 4.5 herein, during the time period described therein. Additional purchases of software, functionality, modules and/or services outside of this Agreement, or added on to this Agreement that may have additional, separate maintenance costs, is only effective if agreed to in writing as provided for in section 4.5 and 4.5A herein, during the time period described therein.

4.10 Taxes. The parties will cooperate in good faith to minimize or avoid tax liabilities to the extent legally permissible. Licensee is exempt from payment of taxes, and will provide Licensor, upon request, with a sales tax-exempt certificate. Licensor will be responsible for any and all taxes assessed against Licensor based upon its creation, ownership and delivery of the software and

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services hereunder. Licensee will be responsible for any and all taxes assessed against Licensee based upon its use of the software hereunder.

4.11 Refund of Fees Upon Termination. If this Agreement is terminated for any reason, Licensor shall refund to Licensee all annual fees paid, on a pro-rata basis, returning to Licensee all unearned annual license fees according to the number of months remaining in the calendar year for which the most recent annual license fee was paid. Additionally, any additional fees paid by Licensee hereunder at the time of such termination shall likewise be refunded to Licensee, and Licensor shall only be entitled to payment of that portion of those additional fees representing payment for work already performed by Licensor at the time of termination, which work and/or fees are not the subject of a good faith dispute.

5.0 RESPONSIBILITIES OF LICENSEE FOR SOFTWARE

5.1 Qualified Operators. Licensee is responsible for selecting operators who are qualified to operate the Software on Licensee's own equipment and are familiar with the information, calculations, and reports that serve as input and output of the Software. Licensee accepts sole responsibility for the use of the Software in its business and operations.

5.2 Environment and Utilities. Licensee is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software operates. Additionally, Licensee is responsible for maintaining all required services, licenses, upgrades, patches, etc in order to maintain material compliance with Attachment "C" of this Agreement.

5.3 Right to Inspect. Licensee hereby authorizes Licensor or Licensor's agent to enter Licensee's premises once annually, upon 3 business days advance written notice to licensee, in order to inspect the Software in any reasonable manner during regular business hours for purposes of verifying Licensee's compliance with the provisions of this Agreement. Such annual inspection by licensor shall be conducted in a manner which does not unreasonably interfere with licensee's daily operations. No fee of any kind is due from Licensee to Licensor for the inspections described in this paragraph.

5.4 Obsolescence. Except as otherwise agreed by Licensor with reference to further work orders, Licensor is not responsible for obsolescence of the Software that may result from changes in Licensee's requirements. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software.

6.0 PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

6.1 The parties anticipate that Licensee will provide confidential information relating to its specific processes in order for Licensor to perform under this Agreement. Licensor agrees to protect Licensee's confidential information with at least the same degree of care that Licensor uses to protect its own confidential information and not to disclose or use Licensee's confidential information, except as required to perform hereunder or as required by law.

6.2 The parties anticipate that Licensor will provide confidential information relating to its specific processes and systems in order for Licensee to perform under this Agreement and to benefit from or use the Software. Licensee agrees to protect Licensor's confidential information confidential with at least the same degree of care that Licensee uses to protect its own

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confidential information, and not to disclose or use Licensor's confidential information, except as to perform hereunder or as required by law.

6.3 Licensee acknowledges that ownership of and title to all intellectual property rights, including patent, trademark, service mark, and copyright in the Licensor's software provided herein are and shall remain in Licensor. Licensee acquires only the right to use that information owned by Licensor and does not acquire any ownership rights or title in or to those intellectual property rights of Licensor. Licensee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of Licensor's software.

6.4 Scope of Restriction. As used herein, the term "Trade Secrets" shall include, but not be limited to, any scientific or technical data, information, design, process, procedure, formula, or improvement that is commercially valuable to Licensor and not generally known in the industry.

7.0 WARRANTIES, DISCLAIMERS AND INDEMNITY

7.1 Errors in Licensor's work found by Licensee during this project or for 90 days after project completion or delivery of software update will be repaired as soon as reasonably possible (during normal working hours) at no additional cost. Substantive errors in Licensor's work found by Licensee after 90 days will be repaired at no additional cost, in as timely a manner as practical given Licensor's schedule.

7.2 For a period of 90 days following the initial installation of the Software, if the Software does not operate substantially as promised or sold, Licensee may notify Licensor of the issues or failures in question. If Licensor cannot, or does not resolve the issue(s) to the Licensee's satisfaction, Licensee may terminate this Agreement as defined in Section 2, and request, in writing, a full refund. Licensor will provide a full refund within 90 days of receipt of a request for a refund, provided that Licensee must discontinue use of the Software, and return or destroy all copies of the software, documentation, etc. provided by the Licensor.

7.3 Except as described in this agreement, this Software and any manuals or other documentation is sold "as is." To the maximum extent permitted by applicable law, Licensor disclaims all warranties, either express or implied, for the Software and services and products licensed under this Agreement, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, and all obligations or liabilities on the part of Licensor for damages, including, but not limited to, indirect, incidental, special, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of, or in connection with, the delivery, use, or performance of the Software and/or system.

7.4 Some states do not allow the exclusion of implied warranties so the above exclusion may not apply to you. This warranty gives you specific, limited rights. You may have rights that vary from state to state. Further, some states do not allow the exclusion of limitation of liability for consequential or incidental damages, so the above limitation or exclusion may not apply to you.

8.0 LIMITATION OF DAMAGES

8.1 Licensor will work with all due regard for the sensitive nature of Licensee's mission and business critical systems, but in no case shall Licensor be held liable for system problems, data

ATTACHMENT A

loss/corruption, or other problem-related expenses beyond one and one-half times the amount of original compensation paid to Licensor. Neither party shall be liable to the other for damages in excess of one and one-half times the amounts paid with respect to the goods and services and software to be provided under this Agreement.

9.0 COPYRIGHT

9.1 The Software is protected by the copyright laws of the United States, as well as other intellectual property laws.

9.2 All title and copyrights in and to the Software, including but not limited to images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software, the accompanying printed materials, and any copies of the Software, are owned by Licensor as described herein. Nothing herein shall be construed as conveying title to the Software or its documentation to Licensee.

9.3 Neither the Software nor its documentation may be copied, photocopied, reproduced, translated, or reduced to any electronic medium or machine readable form, in whole or in part (except as authorized by paragraph 1.1 herein), without prior written consent of Licensor. Licensee shall not attempt, or allow others to attempt, to disassemble, decompile, or otherwise reverse engineer the Software, or create derivative works of the Software.

10.0 TRADEMARKS

10.1 FirstWatch™ is a trademark of Stout Solutions, LLC.

10.2 Microsoft® is a registered trademark of Microsoft Corporation.

10.3 WebEx, WinFax and other product names used herein are for identification purposes only and may be trademarks of their respective companies.

11.0 GENERAL PROVISIONS

11.1 This Agreement can be modified only by a written Agreement duly signed by persons authorized to sign agreements on behalf of the parties.

11.2 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, governmental order or regulation, unavailability of equipment or software from suppliers, the actions or omissions of the other party or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond the party's reasonable control ("Excusable Delay" herein). In the event of any such Excusable Delay, delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay

11.3 Licensor is an independent contractor, not an employee of Licensee, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or

ATTACHMENT A

establishing the relationship of employer and employee between Licensee and Licensor or any employee or agent of Licensor.

11.4 This Agreement is enforceable only by the parties hereto. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any Licensor personnel assigned for the work hereunder, or any beneficiary of any such personnel, and no such personnel (or any beneficiary thereof) shall be a third-party beneficiary under or pursuant to the terms of this Agreement.

11.5 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.6 Any notices required under this Agreement may be hand-delivered or shall be deemed received three (3) business days after mailing by certified mail, return receipt requested, to the persons and addresses in Attachment "B".

11.7 This Agreement is the complete and exclusive statement of the Agreement between the parties and supersedes all agreements or prior agreements, oral or written, and all other communications between the parties relating to the subject matter. The parties acknowledge that they have not relied on any representations or misrepresentations not set forth herein.


11.8 HIPAA Compliance. If Licensee's confidential information is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and amendments thereto (the "Act"), both parties agree to perform all commerce described herein in accordance with HIPAA laws and regulations. As part of regulatory compliance under the Act, the parties may need to enter into a "Business Associate Agreement" in order to legally share confidential patient information. If required, both parties agree to work towards a mutually satisfactory Business Associate Agreement.

EACH PARTY ACKNOWLEDGES (1) READING, (2) UNDERSTANDING AND (3) RECEIVING A COPY OF THIS AGREEMENT. BY THEIR SIGNATURES BELOW, THE PARTIES TO THIS CONTRACT AGREE TO THE TERMS, CONDITIONS, AND CONTENT EXPRESSED HEREIN.

LICENSEE

LICENSOR





Accepted By (Signature)

Accepted By (Signature)

Jan Baker

Todd Stout

Printed Name

Printed Name

PURCHASING DIRECTOR

President

Title

Title

7-1-03

6-27-2003

Date

Date

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Attachment "A"

Project Services & Pricing

Project Services:

- ProQA Software Interface
 - ProQA Software interface is subject to 3rd-party outside agreements with Priority Dispatch & the National Academy of Emergency Dispatch
 - If ProQA Integration is discontinued by a 3rd party and Licensee is under maintenance, Licensor will substitute integration with another, customer-supplied ODBC data source, such as the MEDUSA system at no extra charge for our portion of the integration.
- CAD Data Interface – PRC COBOL CAD data output assumed to take 10 hours or less. If more hours are required & approved by Licensee in advance of performance of the work, those hours will be billed at the rates listed in section 4.3 of the agreement.
- Paging Interface – FirstWatch Alert Paging is expected to be accomplished via email. If Licensee desires paging to be integrated with an internal or other paging system directly, there may be additional charges, which if approved by Licensee in advance of performance of the work will be billed at the rates listed in section 4.3 of the agreement.

▪ Pricing:

	<u>Quantity</u>	<u>Price Per</u>	<u>Extended</u>
<i>FirstWatch™ Licensing Fees</i>			
(Based on Licensee Population)	1	\$17,500.00	\$17,500.00
ProQA Integration Fee	1	\$900.00	\$900.00
<i>Required Customized FirstWatch™ Data Interface Work</i>			
(Estimated Hours - One Time Fee)	10	\$110.00	\$1,100.00
Data Interface (PRC COBOL CAD Output)	10		
Other	0		
<i>Optional Customized FirstWatch™ Work (One Time Fee)</i>	0	\$110.00	\$0.00
Additional Customer-Requested Work	0		
<i>Required FirstWatch™ Maintenance / Service Fees</i>			
(Annual Recurring Fee - Based on SW License Fee)	1	\$3,150.00	\$3,150.00
(Includes 1 Trigger Set - Pack of 3, & up to 6 simultaneous Internet users)			
<i>Optional Additional Non-Licensed Internet User Access</i>			
Unlimited Agency Access (Per Agency - Annual Recurring Fee)	0	\$1,200.00	\$0.00
Individual Access (Per Individual - Annual Recurring Fee)	0	\$300.00	\$0.00
<i>Optional Additional Trigger Set - Pack of 3 (Annual Recurring Fee)</i>	0	\$700.00	\$0.00
Data Lockbox and/or Data Access Fees (Annual Recurring Fee)	0	\$0.00	\$0.00
Customized Reporting Fees	0	\$0.00	\$0.00
Sub-Total Fees			\$22,650.00
Discount (ProQA Integration & 10 hrs of PRC Integration Fees Waived)			(\$2,000.00)
Total Project Price			\$20,650.00
First Payment to Initiate Services			\$8,750.00
(1/2 of \$17,500 Licensing Fee + 1/2 of \$0.00 Customization Fees)			
Balance of Software License Fee Due 30 Days After Installation Invoice			\$8,750.00
First year's Maintenance / Service Fees Due 90 Days After Installation Invoice			\$3,150.00

ATTACHMENT A

Attachment "B"
Contact Information

Licensors Contact Tax ID Number 33-0897505	Todd Stout, President Stout Solutions 937 S. Coast Hwy 101 #C-201, Encinitas, California, 92024	Phone: 760-943-9123 Fax: 760-942-8329 Email: ts@stoutsolutions.com
Licensee Contact	Matthew Ferguson Project Manager -- MMRS & Bioterrorism Division of Information & Operations Sedgwick County Government 538 N. Main #227 Wichita, KS 67203 Send All Invoices Herein To: Sedgwick County Health Department 1900 East 9 th Street Wichita, Kansas 67214 ATTN: Gloria Vermie RN MPH-Coordinator Public Health Emergency Management-MMRS	Phone: (316) 660-9818 Fax: (316) 383-7673 Email: mferguso@sedgwick.gov Phone: (316) 660-7375 Fax: (316) 276-2583

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ATTACHMENT A

Attachment "C"

Licensee Requirements

Customer-Responsible System Requirements:

The FirstWatch™ application has the following system requirements for hardware, software and connectivity. Customer is responsible for providing all applicable requirements including hardware, software, Internet and customer database connectivity unless otherwise specified in this Agreement.

Minimum versus Preferred Configurations:

Every customer is different and unique. Some customers prefer to utilize existing hardware where others prefer to use the newest technology to ensure a longer lifespan. Due to the diminishing costs of technology, we recommend using the newest technologies and software available at the time of purchase as long as they meet the minimum requirements set forth below. We have included both minimum and preferred configuration parameters as a guide to help you in determining your needs.

Hardware Requirements:

<i>Minimum</i>	<i>Preferred</i>
Dedicated PC used exclusively for FirstWatch purposes	Dedicated PC used exclusively for FirstWatch purposes
Pentium II 400Mhz PC compatible CPU	Pentium III 600Mhz PC compatible CPU or better
256MB RAM	512MB RAM or better
10GB HD space	40GB HD space or better
10/100 Ethernet Card	10/100 Ethernet Card
16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color	16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color
Keyboard / mouse / monitor or via KVM	Keyboard / mouse / monitor
3.5 Diskette Drive	3.5 Diskette Drive
CD ROM Drive	CD-R/CR-RW drive or better
Fax Modem (Optional – Needed if using fax alerts)	Fax Modem (Optional – Needed if using fax alerts)

Software Requirements:

<i>Minimum</i>	<i>Preferred</i>
Microsoft Windows 2000 Professional including all the latest updates and patches loaded	Windows XP Professional including all the latest updates and patches loaded and maintained
Microsoft Office 2000 with a full installation of MS Access 2000 (and extras) including all the latest updates & patches loaded	Microsoft Office XP/2002 with a full installation of Office 2002 including all the latest updates and patches loaded
ODBC driver or other approved connectivity to underlying database	ODBC driver or other approved connectivity to underlying database
Symantec WinFax Pro V10.02 or greater (Optional - if faxing capabilities are to be enabled)	Symantec WinFax Pro V10.02 or greater (Optional - if faxing capabilities are to be enabled)

Connectivity:

<i>Minimum</i>
Always-on high-speed broadband internet connectivity (via HTTP & FTP) under customer-specified and controlled security settings; Recommend static IP address with hardware firewall.
Outbound dialing phone line for WinFax (Optional - if faxing capabilities are to be enabled)
Network access to database being monitored (Includes connectivity to all live, warehouse and database archives as applicable to individual client datasets)

Support:

<i>Minimum</i>
Allow Licensor access to the dedicated machine via WebEx Access, or at request of Licensee, support shall be provided on site.

ATTACHMENT A



Wednesday, April 16, 2003

Iris Baker
Purchasing Director
Sedgwick County Government
604 N. Main, Suite F
Wichita, KS 67203

Dear Ms. Baker:

Please accept this letter and the accompanying documents as our formal proposal to provide FirstWatch™, our Public Safety Biosurveillance System, to Sedgwick County. In this letter I'll discuss some of the features that make FirstWatch the only system of its kind and also summarize the answers to the specific questions you asked in your email dated Friday, April 4th.

FirstWatch is an off-the-shelf biosurveillance software system that, once configured to work with your data sources, will allow you to monitor your own system for statistically significant increases in user-defined call types. Once an increase is noted, the system will alert user-defined personnel by sending summary call charts, a map showing geographic distribution of those calls, and reports with call details via email and fax. Alerted personnel can use this information to determine the nature and significance of the event, and take appropriate steps to protect the public, if necessary.

FirstWatch is the only system of its kind to use ProQA data as a monitoring source, and in fact, Stout Solutions has an agreement with Priority Dispatch and the National Academy of Emergency Dispatch to work together to provide standardized, symptom-based monitoring of potential bioterrorist events, as well as to facilitate in-depth, long-term research to validate existing and new ProQA protocols. A great by-product of this integration and agreement is that your ProQA data will be available in an ODBC database for your own report-development purposes, or even for later custom development of Internet-based reports, using FirstWatch as a reporting platform.

Additionally, we are in discussions with MEDUSA Medical Technologies, and have their active support to integrate their field data collection system's output into our FirstWatch system. Another customer of ours, the Emergency Medical Services Authority (EMSA), serving Oklahoma City & Tulsa also uses the MEDUSA system, and if Sedgwick County wants to integrate your MEDUSA data into FirstWatch once that system is in place there, we propose a 3-way split of the custom integration costs between EMSA, Stout Solutions & Sedgwick County. This would dramatically lower the cost to integrate this valuable field data into your biosurveillance system. We have been told that no other system exists, or is planned, that monitors MEDUSA data in this way.

There are many more unique features of FirstWatch that we have previously discussed and demonstrated for Sedgwick County personnel. In the hard-copy version we are sending, we have also included one of our detailed FirstWatch information packets with this proposal so you may review many of these features. These features include the ability to view your alert reports on our secure Internet server, geo-spatial monitoring, customizable alert messages, industry-leading error

www.stoutsolutions.com

937 S. Coast Highway 101, Suite C-201 • Encinitas, CA 92024 • Phone 760.943.9123 • Fax 760-942-8329

Exhibit B

ATTACHMENT A



handling and event logging, secure unattended remote support, alert reports for wireless personal digital assistants, and many more features.

Perhaps the most unique and powerful feature of FirstWatch is the built-in ability to combine your monitored data with that of other FirstWatch customers in entirely separate trigger-sets to monitor and alert on "regional" systems. Some FirstWatch customers that your personnel have expressed interest in participating in regional surveillance include: MAST in Kansas City, Missouri and Kansas City, Kansas, and EMSA in Oklahoma City and Tulsa, Oklahoma. Additionally, we have just received a purchase order for FirstWatch from Johnson County, Kansas, and expect to install their system within the next few weeks.

In your email, you asked seven questions. I'll list them below, and supply brief answers here, and where appropriate, will refer you to an accompanying document.

1. **Number of Licenses:** We have proposed to provide Sedgwick County with 1 perpetual FirstWatch Client Software License (licensed to monitor 3 trigger-sets at the same time), and 6 simultaneous-user licenses to view and/or interact with your data (via reports) on the FirstWatch server. This 6-user limit will automatically increase to 18 users during a FirstWatch alert, and for an hour following the alert. (This is because we recognize that customers may want more people to be able to review alert information during the occasional alert, but the vast majority of the time would be satisfied with a smaller number of simultaneous users.)
2. **Information outlining the installation:** Sedgwick County will supply and configure a PC, major software and network and data connectivity. Our staff will install and configure FirstWatch-supplied software, and work with your staff to initiate monitoring for your specific syndromic surveillance data sets. Please see attachment "I", which details FirstWatch installation and configuration, including identifying the tasks and estimated time (typically 3-4 hours) required for your staff's portion of the setup.
3. **Detailed training plan:** Since FirstWatch will monitor data exported from your existing PRC Computer-Aided-Dispatch (CAD) system and/or exported from your existing ProQA emergency call triage software, no additional training is needed to get the data that is being monitored. Your communications staff will continue to take and process emergency calls in their normal manner. The only training that is required is to adjust the user-defined settings for monitoring your data, and we provide one training session, online, at your staff's convenience. Please see attachment "II" which describes the training (typically 2 hours) and its objectives.
4. **Any anticipated hours required by County personnel to maintain or support the product:** Ongoing County personnel time required to maintain the system falls into 4 categories. (Please see attachment "III".)
 - a. Time to maintain the PC and its County-installed software: approximately 1 hour per month, to apply software updates, service packs, update virus definitions, etc.
 - b. Time to work with remote FirstWatch personnel to learn about and test FirstWatch updates: approximately 1 hour per month.
 - c. Time to add and/or "tweak" surveillance settings, as desired by your staff: This will be a variable amount of time, depending on how active your epidemiologists are about monitoring your data. Typically, our customers spend more time in the

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weeks following installation, and taper off their settings changes, until there is a need to add or modify their triggers (for example, in the case of the recent SARS outbreak). FirstWatch does not *require* any of these settings changes, however, so the time spent is entirely up to each customer.

5. My email did not have a #5.
6. **Maintenance:** Customers who pay our ongoing Support fees will receive updates to FirstWatch-supplied software as it becomes available. FirstWatch personnel will update the software remotely, with appropriate notification and scheduling with County staff. (Please see attachment "III".)
7. **Ongoing Support:** FirstWatch support fees are described in the attached Agreement, and the first year of maintenance is calculated at 18% of the software license fee. Your first year of support will begin 90 days after installation, which is a warranty period as defined in the Agreement. (Please see attachment "III" for a description of support hours and services.)
8. **Formal Cost Quote:** Please see Attachment "A" of the accompanying FirstWatch Software License Agreement for licensing, customization & first year's support fees.

Hopefully, with this letter and the accompanying electronic and print-only documents, I have answered your specific questions and provided enough information to show that FirstWatch is truly a unique system, and the right solution for Sedgwick County. If you have any other questions, or I've left out any information that you need, please let me know and I'll be happy to provide whatever further details you may require.

Sincerely,

Todd Stout
President, Stout Solutions

Enc: Attachment I: FirstWatch Installation & Configuration Information
Attachment II: FirstWatch Training Information
Attachment III: FirstWatch Maintenance & Support
FirstWatch Software License Agreement (including Attachments A, B & C)
FirstWatch Sales Information Packet (Hard Copy Only)

ATTACHMENT A

Attachment I

FirstWatch™ Installation & Configuration Information

The FirstWatch™ system installation and configuration process is a two-step procedure that utilizes both customer-provided and FirstWatch™-provided resources and technologies.

Step 1 - Customer Installation Requirements:

Customer Time Required: Ranges based on customer configurations however usually runs between 2 to 4 hours of IT time.

Step 1 of the process involves utilizing the customer's IT (Information Technology) resources to configure a PC that meets FirstWatch™ configuration requirements. This process includes the provisioning of a PC that meets at least the minimum specifications for processor speed, RAM amounts, network access, hard drive space, modem needs and Internet / telephony access as outlined herein. Once the hardware is configured, the customer is then responsible for procuring, installing and maintaining the minimum software requirements needed to run the FirstWatch™ system. Customers are responsible for procuring all ancillary applicable requirements including hardware, software, Internet and customer database connectivity unless otherwise specified in the customer's proposal or agreement.

Minimum versus Preferred Configurations:

Every customer is different and unique. Some customers prefer to utilize existing infrastructures where others prefer to use the newest technology to ensure a longer lifespan. Due to the diminishing costs of technology, we recommend using the newest technologies and software available at the time of purchase as long as they meet the minimum requirements set forth below. We have included both minimum and preferred configuration parameters as a guide to help you in determining your needs.

Hardware Requirements:

<i>Minimum</i>	<i>Preferred</i>
Dedicated PC used exclusively for FirstWatch purposes	Dedicated PC used exclusively for FirstWatch purposes
Pentium II 400Mhz PC compatible CPU	Pentium III 800Mhz PC compatible CPU or better
256MB RAM	512MB RAM or better
10GB HD space	40GB HD space or better
10/100 Ethernet Card	10/100 Ethernet Card
16/32bit color enabled video card	16/32bit color video, capable of displaying 1024 x 768 in "High" or "True" color
Keyboard / mouse / monitor or via KVM	Keyboard / mouse / monitor or via KVM
3.5 Diskette Drive	3.5 Diskette Drive
CD ROM Drive	CD-R/CR-RW drive or better
Fax Modem (Optional – Needed if using fax alerts)	Fax Modem (Optional – Needed if using fax alerts)

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Software Requirements:

<i>Minimum</i>	<i>Preferred</i>
Microsoft Windows 2000 Professional including all the latest updates and patches loaded	Windows XP Professional including all the latest updates and patches loaded and maintained
Complete (run all from my hard drive) installation of Microsoft Office 2000 including all the latest updates and patches loaded.	Complete (run all from my hard drive) installation of Microsoft Office XP/2002 including all the latest updates and patches loaded
ODBC driver or other approved connectivity to underlying database	ODBC driver or other approved connectivity to underlying database
Symantec WinFax Pro V10.02 or greater (Optional - if faxing capabilities are to be enabled)	Symantec WinFax Pro V10.02 or greater (Optional - if faxing capabilities are to be enabled)
Virus Protection Software of customer's choosing	Virus Protection Software of customer's choosing
Windows based .zip compatible compression and decompression software (e.g. winzip, pkzip, etc).	Not Required with Windows XP Professional (included in XP Pro)

Connectivity:

<i>Minimum</i>
Always-on high speed broadband Internet connectivity (via HTTP & FTP) under customer specified and controlled security settings; Recommend static IP address with hardware firewall.
Outbound dialing phone line for WinFax (Optional - if faxing capabilities are to be enabled)
Network access to database being monitored (includes connectivity to all live, warehouse and database archives as applicable to individual client datasets)
Customer defined, Outlook based FirstWatch Internet email account & address configured with send and receive capabilities.

Support:

<i>Minimum</i>
Allow FirstWatch access to the dedicated machine via WebEx Access Anywhere client services (or substitute). Client software provided with FirstWatch under maintenance and service agreement.

During software installation, it is highly recommended that customers first install the system OS and virus protection software, and then connect the machine to the appropriate network(s) that will be providing Internet access and customer database access so to enable the ability to obtain all the latest service packs and patches from the appropriate Microsoft support web sites.

Once the OS installation is completed Microsoft Office should be installed. It is strongly recommended that customers copy their Microsoft Office CD onto the machine's hard drive into a separate folder directly off the root directory (e.g. C:\OfficeCD) and then perform a complete installation from the Office version that resides on the hard drive. A "Run All from my hard drive" installation is required. This includes the installation of Microsoft Outlook in the "XXX" format. Once installation of Office is completed customers are required to then load all current service packs and patches provided by Microsoft from the appropriate Microsoft support web site. (Contact FirstWatch™ customer service for additional information on where to find Microsoft's support and automated patching web sites).

Some of the unique features of FirstWatch™ are its automated notification of system status, errors and alerts. This is accomplished via Internet email and therefore customers are required to enable the emailing capabilities of FirstWatch™. Customers are asked to configure Microsoft Outlook with a FirstWatch™ specific Internet capable email address that should be provisioned and tested.

ATTACHMENT A

If the customer will be utilizing the faxing capabilities of FirstWatch™, the next step is to install Symantec WinFax Pro version 10.02 or greater onto the machine.

If the customer plans to utilize the printing capabilities of FirstWatch™, a default printer (local, network or Internet based) and applicable drivers should be installed.

If the customer plans to utilize CAD proprietary non-Internet based paging capabilities of FirstWatch™ (requires CAD specific interface), appropriate access to network resources should be established and permanently mapped. This will vary based on the customer's paging systems, please contact FirstWatch™ Operations for further information regarding the configuration of this feature set.

The final software provisioning step requires interaction between FirstWatch™ Operations and the customer to provide the customer with access into the FirstWatch™ support network. This is accomplished by contacting FirstWatch™ Operations (760-943-9123 x250) at which point an installation program will be emailed to the customer for configuration. Configuration onto the FirstWatch™ support network takes only a few minutes and requires network access usernames, URL's and passwords that will be provided during this interaction.

Once these customer based hardware and software configurations have been completed, it is recommended that the customer then physically place the PC into the customer's preferred location, ensuring that all connections and network access privileges are properly configured and tested. Once placed, customers are asked to contact FirstWatch™ Operations for initiation of Step 2, FirstWatch™ program installation and configuration.

Microsoft & Virus Protection Updates:

Customers are required to maintain and upkeep all OS, MS Office, Virus Protection and WinFax (if applicable) updates, service packs, patches, virus patterns updates etc. FirstWatch™ recommends that customers place the FirstWatch™ machine into any customer established maintenance / update schedules or programs.

Step 2 – FirstWatch™ Installation

Step 2, the installation and configuration of the FirstWatch™ software, is completed by FirstWatch™ Operations remotely via the pre-established connectivity into the FirstWatch™ support network. During installation, occasional assistance may be required by the customer's IT professional in the event configuration questions or hardware issues arise. During this phase, FirstWatch™ Operations requests that someone from the customer's IT

ATTACHMENT A

department be on call and available, however dedicated assistance is not needed.

Once coordinated with the customer, FirstWatch™ Operations will begin the installation process by uploading all appropriate FirstWatch™ software, GIS maps, and ancillary utilities needed to meet the customer's specific installation configuration. This is performed utilizing a secured and encrypted Internet connection via the FirstWatch™ support network.

Upon completion of the electronic software delivery, the installation process will begin. This includes the installation of encryption software, Internet email security software, registration of OCX's, installation and configuration of INI and DLL files and customer specific configuration of the FirstWatch™ application.

Once all pieces of FirstWatch™ have been installed, configured and registered, Operations will then begin the process of testing the utility's functionality including alerts, Internet transactions, emails and logging. Additionally, a minimum dataset (usually one year) will be encrypted and sent to the FirstWatch™ Internet server for initiation of the customer database onto the FirstWatch™ Subscriber Network.

When Operations is confident that all functionality is working properly and needed data has been transferred, initial configuration and calculation of the customer's first "Trigger" will be performed. This process may be accomplished locally or remotely based on customer configurations and infrastructure abilities. Initial information about the Trigger (e.g. name, symptoms / problems to be monitored, surveillance window and sensitivity) is to be established by the customer prior to installation. If the customer does not yet have the trigger settings established at installation, a "default" Bioterrorism trigger will be utilized to establish the initial calculations for installation and testing purposes. Customers may add, modify or delete this trigger at their discretion (using proper FirstWatch™ protocol) once the software has been released for general use.

Upon completion of trigger calculations FirstWatch™ will be placed into its automated surveillance mode and directly monitored for errors or problems. Once Operations is confident that the FirstWatch™ System is properly functioning, the system will be placed into automatic monitoring mode with heartbeat notifications placed on an hourly basis. At this point the biosurveillance system is considered "live" and is actually monitoring for anomalies but is not considered "released" to users for general use.

Once local installation is completed and testing has begun, configuration of the customer's access to the FirstWatch™ Biosurveillance Network will begin. This includes the creation of the customer's database on the aggregation server, initiation and configuration of the data decryption and shuttle processes, creation of a customer specific website within the FirstWatch™ Surveillance Network

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website and the creation of any applicable regional triggers. When ready for review, a username and password will be provided to the customer to gain access.

After about a week of local FirstWatch™ system operation, and if no problems arise, the heartbeat notifications will be reduced to the customer's desired timeframe and the FirstWatch™ system (local and Internet based version) will then be released for general use by properly trained and customer authorized users.

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Attachment II

FirstWatch™ Training Information

Training on the FirstWatch utility is currently accomplished remotely via WebEx powered Internet based meetings known as "webinars" and via an online help directory available to logged in users on the FirstWatch Biosurveillance Network.

Training Sessions:

Users who require training will receive it via a scheduled online training session with FirstWatch Operations personnel. One training "webinar" session is provided as part of the FirstWatch purchase and can include up to two separate simultaneous training sites. Additional training sessions and/or sites are available to the customer for an additional fee.

Training topics include information on the basic understanding of syndromic surveillance, how to use and configure the local FirstWatch client, how to use and access the FirstWatch Biosurveillance Network and a review of any upcoming versions or releases.

The training outline for FirstWatch is as follows:

Goals / Learning Objectives:

- Understand and describe the basics of syndromic surveillance
- Demonstrate an understanding of a "Trigger"
- Describe the two types of triggers offered by FirstWatch and their respective variables
- Demonstrate an ability to navigate within the FirstWatch Client application and readily view maps, graphs and reports
- Demonstrate an ability to add, modify, delete, calculate, activate and deactivate triggers
- Memorize and recite the FirstWatch Biosurveillance Network URL address
- Demonstrate an ability to navigate to, log in and maneuver within the FirstWatch Biosurveillance Network customer specific site
- Understand and describe upcoming features in new releases
- Demonstrate an ability to administrate the FirstWatch Biosurveillance Network site (authorized users only).

FirstWatch Training Course Outline:

- I. Biosurveillance with FirstWatch.
 - a. Understanding syndromic surveillance
 - i. What is syndromic surveillance
 - ii. Why is it important

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- iii. How does it work
 - b. FirstWatch's Trigger Variables
 - i. Volumetric Analysis
 - 1. Problem Nature Codes / Determinants
 - 2. Surveillance Window
 - 3. Sensitivity
 - ii. Spatial Analysis
 - 1. Time
 - 2. Distance / Clustering
 - 3. Number of calls
- II. Using the Local Version of FirstWatch for Biosurveillance
- a. Main Screen
 - i. Automated / Manual Settings
 - ii. Date & Time
 - iii. Surveillance Window
 - iv. Trigger Name
 - v. System Information Windows
 - vi. Reports Button
 - vii. Map Button
 - viii. Graph Button
 - b. Settings
 - i. Customer Info
 - ii. File Paths
 - iii. Logging
 - iv. Data Sources
 - v. Automation
 - vi. Mapping
 - vii. Internet
 - viii. Trigger Settings
 - 1. Criteria
 - 2. Volume Triggers
 - 3. Spatial Triggers
 - 4. Report Customization
 - 5. Trigger Calculations
 - ix. Alerts
 - 1. Printer
 - 2. Paging
 - 3. Emails & Faxes
 - a. Setting Recipients
 - 4. Alert Message
 - 5. Report Message
- III. Using the FirstWatch Biosurveillance Network
- a. www.first-watch.us or www.first-watch.net
 - b. Main Screen
 - i. Logging In
 - c. Reports

ATTACHMENT A

- i. Summary
 - ii. Active Calls
 - iii. Calls in Queue
 - iv. Mapping
 - 1. User Features
 - d. Multiple Triggers
 - e. Regional Triggers
 - f. Using the help files
 - IV. Upcoming Features and Releases
 - a. Overview and use of new features
 - V. Questions & Answers
 - VI. FirstWatch Biosurveillance Network Client Site Administration
(Authorized Users Only)

ATTACHMENT A

Attachment III

FirstWatch™ Maintenance & Support Information

Members who maintain their annual subscription fees in accordance with their contract receive unlimited maintenance and support throughout the subscription year.

Maintenance:

Maintenance is provided for FirstWatch utility specific software only. This includes both client and Internet versions of the FirstWatch utility and any associated software utilities provided by FirstWatch during the installation.

Maintenance is not provided for any hardware, customer maintained software installed by the customer during configuration, network connections or schemes, connectivity to the Internet or telephony services or customer databases.

Software upgrades, patches, hot-fixes, new version releases and access to new feature sets will be provided free of charge during the subscription year for both client and Internet sites.

Some new features may require payment of additional access or user fees. New feature sets requiring additional fees will be clearly identified to the customer along with a method to activate the feature. Use of some features may require modification to existing agreements or contracts. Access to these features is provided free of charge, use of these features are subject to applicable published fees.

Maintenance is to be provided based on the FirstWatch / client relationship. Customers who wish to participate in beta testing of new releases will be provided priority upgrades and will be the first to utilize new features and services. Once beta testing is completed, all customers are then eligible for client or Internet upgrades, which will be remotely installed on the customer's machine during a time period provided to the customer via an email notification.

Times where the Internet based FirstWatch Biosurveillance Network or a customer's local machine requires scheduled maintenance or upgrades, every effort will be made to provide the customer with emailed notifications that include a minimum of 24 hours notice. Given that FirstWatch considers its software "mission critical" that requires high levels of availability, this type of notice can not always be accomplished. Efforts will always be made to provide as much lead time as possible given the circumstances.

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Support:

Customer, Technical and Sales support is available Monday through Friday 6am to 5pm Pacific Standard Time (9am to 8pm Eastern Standard Time) with On Call Emergency Technical Support Services available 24 hours a day, 7 days a week.

On Call Emergency Technical Support Services are for urgent needs where a local client system is down and unable to monitor its intended database or when the FirstWatch Biosurveillance Internet site is down or unavailable. On Call Emergency Technical Support Services may require off hours support from the customer to resolve the situation. It is suggested that clients initiate internal off hours IT procedures and trouble shooting protocols first prior to initiating an emergency Technical Support Call as a client's systems or subsystems may be at the root of the problem.

All technical support services are provided remotely, off site via the FirstWatch Support Network, a WebEx powered secure support service that provides hands off Internet access to a remote client machine.

This service, along with FirstWatch's Biosurveillance Internet Network depends on a broad band Internet connection available in order to function. Failure of a customer's Internet connection will interrupt maintenance, technical support and Biosurveillance Network Internet services. FirstWatch is not responsible nor can FirstWatch be held liable for failure to perform any of its contracted Internet based services or support functions given the failure of a customer's Internet connection unless otherwise stipulated and provisioned for in the customer's contract.

FirstWatch recommends its customers consider the use of redundant, separately provided ISP connections utilizing differing technologies (e.g. DSL and Cable, DSL and Satellite, Cable and Wireless, etc) with automated failover capabilities. FirstWatch can provide technical information to its customers on hardware that can perform these functions upon request.

Web Site Support:

To date, the administration of the FirstWatch Internet Biosurveillance Site is performed by FirstWatch Operations. This includes user account administration and synchronization of trigger set variables between the client and Internet server.

Given this current approach, the customer **MUST** contact FirstWatch Operations when altering, adding or removing a trigger or any of its variables in order for these changes to take effect on the Internet server. This can be easily

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accomplished in minutes by contacting FirstWatch Operations during normal support hours.

The manual synchronization process does NOT impact the client's ability to actively monitor its systems, however until the Internet server is synchronized; displays of the client's data on the Internet may not match the client version.

Future releases of both the Client and Internet server version of FirstWatch will enable the ability for client administration and automated client / server synchronization. Release of these automation features is expected within the next few months.