

LexisNexis® VitalChek Network Inc.
Vital Records Service Agreement

This agreement ("Agreement") is entered into as of 09/17/2020 (the "Effective Date"), by and between LexisNexis VitalChek Network Inc. ("VitalChek") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and Snohomish Health District ("Agency") with its principal place of business located at 3020 Rucker Avenue, Ste 104, Everett, WA 98201

WHEREAS, VitalChek is engaged in the business of providing a service which expedites the remote application, processing and delivery of requests for vital records (hereinafter referred to as the "Service" which is more particularly described in Appendix I attached hereto); and,

WHEREAS, Agency is desirous of installing the Service and providing access to the service to the public;

NOW THEREFORE, in exchange for the mutual consideration set forth herein, VitalChek and Agency do hereby agree as follows:

1. VitalChek shall, at its expense, install at mutually agreed upon facilities of Agency all hardware and software associated with the Service, to the extent detailed in Appendix I attached hereto (the "Equipment").
2. VitalChek shall, at its expense, train and authorize appropriate personnel of Agency in the use and operation of the hardware and software associated with the Service.
3. VitalChek will make payment to Agency in an amount equal to Agency's charges for all properly authorized requests in connection with services rendered by Agency and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both parties.
4. VitalChek will charge the consumer/applicant a convenience fee for the use of the Service, ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as major debit cards in VitalChek reasonable discretion.
5. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to Agency, and Agency agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Agency shall not be responsible for compliance with any Policy changes not provided to Agency in writing. Agency acknowledges and agrees that cardholder data may only be used for assisting in completing a card transaction or as required by applicable law. Each party warrants that it will abide by all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").
6. A Party herein will not be liable to the other Party or to its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such Party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
7. EXCEPT AS PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING ANY APPLICABLE HARDWARE.

8. It is agreed that under this Agreement VitalChek does not transfer, and Agency does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by VitalChek.
9. Notices provided in association with this Agreement shall be provided in writing to the address of the Parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, Alpharetta, Georgia 30005.
10. This Agreement shall be effective as of the date first set forth above and shall continue in effect for a period of one year. Thereafter, this Agreement shall automatically renew for successive one year periods, unless either party provides the other with written notice of termination not less than sixty (60) days prior to the expiration of the then existing term.
11. The terms of this Agreement represent the full and complete agreement between the parties with respect to the Services herein. They may not be altered or amended except by written instrument, duly executed by the parties.
12. This Agreement shall be construed and enforced in accordance with the laws of the State where Agency is located.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

Snohomish Health District

AGENCY

By: _____

Title: _____

Date: _____

LEXISNEXIS VITALCHEK NETWORK INC.

By:  _____

Jeff Piefke

Title: Vice President, General Manager
LexisNexis VitalChek Network Inc.

Date: 09/17/2020

APPENDIX I- SERVICE DESCRIPTION AND EQUIPMENT