TO: **SOUTHERN NEVADA DISTRICT BOARD OF HEALTH** **DATE:** **November 19, 2026**

RE: *Approval of the Agreement between the Southern Nevada Health District and Metopio Inc.*

PETITION #08-27

That the Southern Nevada District Board of Health *approve the Agreement between the Southern Nevada Health District and Metopio Inc for supporting the implementation of a data analytics and visualization platform that enables SNHD and participating partners to streamline community health assessment and improvement planning, analyze community trends, and develop data-driven, community-informed community health assessments that meet federal requirements and reflect the needs of the populations served.*

PETITIONERS:

Cassius Lockett, PhD, *District Health Officer*
Victoria Burris, MPH, *Acting Director of Disease Surveillance and Control*

DISCUSSION:

This is an agreement to support a data analytics and visualization tool to help make informed decisions about community progress. It focuses on accessibility and ease of use, and the platform features automated CHA & CHIP workflows, instant community trend analysis, interactive maps, customizable dashboards, and intuitive report generation. This will support SNHD and participating hospital partners in producing a data-driven, community-informed CHA/CHNA that meets federal requirements and reflects the needs of the diverse population served.

FUNDING:

This is a three (3) year agreement to be paid annually as follows; year 1 $112,700; year 2 $137,700; year 3 $137,700, not to exceed $388,100 funded through general funds.

METOPIO, INC.

MASTER SUBSCRIPTION AGREEMENT

C2700053

This Master Subscription Agreement ("**Agreement**") is by and between Metopio, Inc., located at 350 N Orleans Street, #9000N, Chicago, IL 60654 ("**Metopio**") and Southern Nevada Health District, , a political subdivision of the State of Nevada ("**Customer**"), effective as of the last date signed on the applicable Order Form ("**Effective Date**").

WHEREAS, Metopio provides a proprietary advanced data analytics platform and provides certain professional and other services related thereto (collectively, the "**Platform**" or "**Metopio Services**"); and

WHEREAS, Customer desires to use the Platform, on the terms and conditions described herein.

NOW, THEREFORE, in consideration of the foregoing and of their respective promises herein and in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Platform. Subject to Customer's timely and sufficient performance of the Customer Responsibilities, defined below, and its payment obligations described herein, Metopio will provide Customer with access to the Platform, solely for Customer's internal business purposes, and will provide the services described in any order form that references this Agreement (each, an "**Order Form**"), as may be modified from time to time upon mutual written agreement, as described below. The term "Order Form" includes any "**Statement of Work**" or "**SOW**" for professional services attached or deemed attached to an Order Form. The parties agree to work together in good faith on any necessary or desirable changes with respect to an Order Form as requested by a party ("**Changes**") and the parties acknowledge that such Changes may increase the fees and/or other terms of the applicable Order Form. Unless otherwise indicated in the applicable Order Form, the Platform and any professional or other services shall be deemed accepted upon delivery.

2. Fees, Expenses. Customer agrees to pay the fees and expenses, if any, described in an Order Form (together, the "**Fees**"), as may be modified by any Changes, in accordance with the payment terms therein or, if payment terms are not described therein, Customer agrees to pay all undisputed invoices hereunder within forty-five (45) days after the date of such invoice. If Customer disputes an invoice or portion thereof in good faith, it shall pay the undisputed portion, if any, and provide Metopio with written notice in reasonably sufficient detail regarding the basis of the dispute, by the due date of the applicable invoice. Promptly thereafter, the parties will work together in good faith to resolve the dispute. Customer may withhold or set off amounts it disputes in good faith, and disputed amounts will be addressed through the parties' dispute process and will not be subject to late charges while the dispute is pending. Except as expressly provided otherwise herein, Fees are non-cancellable and non-refundable; provided that Customer is entitled to a refund or credit of prepaid, unused Fees upon termination of this Agreement or an Order Form for Metopio's uncured material breach, for Metopio's termination for convenience, or for non-appropriation of funds, in each case as provided herein. Metopio reserves the right to increase fees no more than once per year, upon thirty (30) days prior written notice, and any such increase will not exceed five percent (5%) per year, excluding pricing changes in a mutually executed change order, unless a lower cap is provided in the applicable Order Form. Fees do not include taxes. The parties acknowledge that Customer is a tax-exempt governmental entity, and Customer will provide Metopio with applicable tax exemption certificates. Customer is not responsible for taxes for which it is exempt unless required by law. Metopio is responsible for taxes based on Metopio's net income, assets, payroll, property, and employees. No late fees, interest, penalties, or collection costs (including attorneys' fees) apply to Customer's payment obligations, except as otherwise expressly provided otherwise herein. Metopio may suspend the Platform or Metopio Services, or terminate this Agreement or an Order Form, for nonpayment only if undisputed Fees remain unpaid for fifteen (15) days after Metopio's written notice of nonpayment.. Metopio will not be liable for any resulting loss, damage or expense arising from or related to such termination or suspension, provided however, that Metopio will not terminate this Agreement or the applicable Order Form based on amounts Customer disputes in good faith, provided that Customer is working in good faith with Metopio to resolve the dispute.

3. Customer Data and Materials. Prior to furnishing or providing Metopio with access to any Customer data to be used in the creation of any Insights, as defined below ("**Customer Data**"), or any other content, services, equipment, information, software, or other materials (collectively, "**Customer Content**" and, together with the Customer Data, "**Customer Materials**") to be used by Metopio in connection with the Platform, Customer shall, at its sole expense, obtain any consent or permission necessary to permit Metopio to receive, access and/or use the applicable Customer Materials in its provision of the Platform. Customer hereby grants Metopio a limited, revocable, non-exclusive, non-transferable, royalty-free license to use, copy, transmit, modify, display, and

store the Customer Materials solely to provide the Platform and Services to Customer and for no other purpose, except as provided in the last sentence. Metopio will not use Customer Materials for any business, product-development, marketing, resale, or other purpose beyond providing the Services. Any Customer Provided License permitting other customers to access Customer Materials, as described in Exhibit A, applies only if and to the extent Customer expressly authorizes such access by opting in through the Platform.

4. Customer Responsibilities and Restrictions; Suspension.

(a) Customer Responsibilities. In connection with Metopio's provision of the Platform, Customer agrees to provide the Customer Materials, and perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities described herein and in the applicable Order Form and to comply with, and cause Authorized Users (defined below) to comply with, the provisions of Exhibit A attached or deemed hereto and incorporated herein; without limiting the foregoing, Customer is responsible for furnishing and maintaining, at its sole expense, its systems, hardware, networking, telecommunications, and other equipment, software or firmware necessary for Customer to access the Internet, connect to the Platform and otherwise use or access the Metopio Services. Customer agrees to notify Metopio at least thirty (30) days in advance of upgrades or changes to Customer's system(s) that may cause integration, connectivity, or accessibility issues with respect to the Platform (collectively, all of the foregoing "**Customer Responsibilities**"). Customer acknowledges and agrees that Metopio will have no liability for delays, problems or non-performance arising from Customer's failure or delay to provide such notice, or from Customer's failure or delay in performing any of its responsibilities described herein and/or in the applicable Order Form.

(b) Restrictions. Customer agrees that it shall (i) be responsible for the acts or omissions of any person who uses the Platform using access credentials or other login information created by or for Customer or its Authorized Users; (ii) be responsible for the acts and omissions of Customer's Authorized Users and compliance with this Agreement by Customer's Authorized Users; (iii) be responsible for the accuracy, quality and legality of Customer Materials and of the means by which such Customer Materials were acquired by Customer; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify Metopio promptly of any such unauthorized access or use, and (v) access and/or use the Platform only in accordance with this Agreement and any applicable laws, rules and regulations.

(c) Authorized Users; General Restrictions. An "**Authorized User**" is an individual person (e.g. employee, contractor, agent or other person authorized by Customer) who is registered with Metopio and permitted by a Customer to use the Platform, subject to the terms and conditions of this Agreement including, without limitation, the provisions of Exhibit A. Customer acknowledges that only Authorized Users are permitted to access and use the Platform; Customer shall not, and shall not permit an Authorized User, to provide access to or use of the Platform to persons who are not Authorized Users. Customer shall immediately remove the access of an individual who is no longer an Authorized User for any reason, such as if such individual is no longer an employee, contractor, agent or other person authorized by Customer.

(d) Suspension of Platform. Metopio reserves the right to suspend the Platform and/or Customer's access to the Platform under the following circumstances: (i) if Customer fails to meet any payment obligation hereunder or under an Order Form; (ii) for scheduled or emergency maintenance to the Platform; (iii) if Metopio determines in its reasonable discretion that: (A) Customer or an Authorized User is in material violation of this Agreement, including an Order Form, (B) Customer or an Authorized User is using the Platform for fraudulent activities or in violation of applicable law, (C) the Platform may have been used by an unauthorized third party through Customer's or an Authorized User's credentials, or (D) that there is a security risk to the Platform, Metopio, its other customers/users, or to any third party, or otherwise adversely affecting the Platform; or (iv) if required by law enforcement or government agency, or otherwise in order to comply with applicable law or regulation (any such suspension described in subclauses (i)-(iv), an "**Access Suspension**"). Metopio will use commercially reasonable efforts to provide Customer prior (or, in any event, promptly thereafter) written notice of any Access Suspension and to provide updates regarding resumption of the Platform following any Access Suspension. Metopio will use commercially reasonable efforts to resume providing the Platform as soon as reasonably possible after the event giving rise to the Access Suspension is cured, if it is curable. Notwithstanding anything herein or in an Order Form to the contrary, Metopio will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences incurred by Customer or any Authorized User or other third party through Customer because of an Access Suspension.

5. Confidentiality; Security.

(a) Confidentiality Obligations. With respect to any information supplied in connection with this Agreement and designated by either party as confidential, or which the other should reasonably know is confidential based on its subject matter or the circumstances of its disclosure (collectively, "**Confidential Information**"), the other party agrees to protect such Confidential Information in a reasonable and appropriate manner, to not disclose such Confidential Information to any third party, and to use such Confidential Information only to perform its obligations under this Agreement and for no other purpose. Access to the Confidential Information shall be restricted to each party's personnel on a "need to know" basis in order to perform such party's obligations hereunder. The requirements of this section will not apply to information

which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed or (v) disclosed pursuant to legal requirement or order. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it shall provide prompt written notice (unless otherwise prohibited by law) together with a copy of the request, subpoena, or process to the other of such receipt, and shall reasonably cooperate with the other party if it seeks to limit such disclosure. Customer is a public entity subject to the Nevada Public Records Act pursuant to Nevada Revised Statutes ("NRS") Chapter 239. Notwithstanding any confidentiality obligation, Customer may disclose this Agreement and related records, including pricing and performance information, to the extent required by NRS Chapter 239, subpoena, court order, or other applicable law. Where practicable, Customer will provide Metopio prompt notice of a public-records request implicating Metopio Confidential Information so Metopio may seek a protective order or other relief; Metopio is solely responsible for seeking such relief, and Customer is not obligated to withhold records beyond applicable legal deadlines absent a court order. Customer will comply with applicable legal deadlines and any court order, and is not required to obtain Metopio's consent before complying with NRS Chapter 239. Additionally, this Agreement is subject to approval by Customer's governing body at a public meeting and shall not become effective unless and until that approval is given. The parties acknowledge that, because of this approval requirement, this Agreement will be provided to Customer's governing body and made available for public inspection in accordance with Nevada's Open Meeting Law, NRS Chapter 241, and consent to that disclosure; for clarity, for the purposes of the foregoing, "Agreement" does not include the Platform or Metopio's proprietary technology. Upon the expiration or termination of this Agreement, each party will destroy (or return, at the other party's written direction provided within thirty (30) days of the effective date of termination or expiration) the other party's Confidential Information in its possession or control, provided however, that a party may retain (and shall not be obligated to destroy or return) any Confidential Information in its archival or backup systems or retained for legal compliance purposes.

(b) No Protected Health Information. For the purposes of this Agreement, Customer shall not disclose to Metopio any protected health information, as defined in the Health Insurance Portability and Accountability Act ("**PHI**"). PHI is not required for Metopio to provide the Platform or perform its obligations hereunder, and disclosure of PHI is not required to permit Customer to access and use the Platform and Metopio Services, as described herein. If disclosure or use of PHI were to be required, if so indicated in the applicable Order Form or SOW, the parties will execute a commercially reasonable Business Associate Agreement ("**BAA**") prior to any such disclosure or other use. PHI is not Confidential Information hereunder; its use and disclosure, if any, shall be governed by the BAA, if applicable, and not Section 5(a).

(c) Security. Metopio has implemented and shall maintain industry-standard administrative, physical and technical safeguards in providing the Platform and protecting Customer Materials.

6. Ownership; Data Use.

(a) Customer Materials. As between Customer and Metopio, all right, title and interest in and to any Customer Materials shall be and remain the sole and exclusive property of Customer. For clarity, as between Customer and Metopio, Customer owns the output generated by the Platform for Customer, including Community Health Assessments and Community Health Improvement Plans (together, "**Insights**"), solely to the extent specific to Customer. Customer understands and agrees that Customer's ownership of the Insights expressly excludes any Metopio Materials (defined below) or Third Party Materials (defined below) included, incorporated, embedded, or otherwise contained in the Insights. Metopio acquires no interest in or to the Customer Materials, except as otherwise expressly provided herein. All rights in and to the Customer Materials not expressly provided to Metopio herein are reserved to Customer.

(b) Data Use. Metopio shall use Customer Data solely in connection with performing its obligations under this Agreement. Customer Materials will not be used in AI/machine learning training. In addition, if and to the extent PHI is disclosed pursuant to a BAA as described in Section 5(b), no artificial intelligence ("**AI**") functionality in the Platform will access or use such PHI without Customer's express written consent, which may be provided in the applicable Order Form.

(c) Metopio Materials. The Platform, all third party data sourced, cleaned, and aggregated by Metopio ("**Curated Data**") and all pre-existing intellectual property, and any ideas, know-how, methodologies, processes, work papers, and software whether pre-existing or conceived, developed or used to provide the Platform including, without limitation, all software, technology, copyrights, trademarks, patents, trade secrets and any other proprietary rights related to the foregoing, including any of the foregoing that is developed or created during the Term, including any Feedback (as defined below) (collectively, "**Metopio Materials**") shall be and remain the sole and exclusive property of Metopio. To the extent, if any, that ownership of Metopio Materials does not automatically vest in Metopio by virtue of this Agreement, Customer hereby transfers and assigns to Metopio all rights, title and interest Customer may have in such Metopio Materials. As between Customer and Metopio, Metopio owns all rights, title and interest in and to any Third Party Materials. All rights in and to the Metopio Materials not expressly provided to Customer herein are reserved to Metopio.

(d) Improvements. From time-to-time Metopio may, but is not obligated to, provide updates, upgrades, enhancements, improvements and other similar items with respect to the Platform (collectively "**Improvements")**.

Improvements, and any other changes, modifications, or enhancements to the Platform and other services shall be owned exclusively by Metopio as part of Metopio Materials. Improvements shall not contain any Customer Materials, Customer Confidential Information or PHI. Improvements may be provided to all customers at no charge or may be available to customers at an additional charge, at Metopio's discretion.

(e) Feedback. Any suggestions, enhancement requests, recommendations or other feedback provided by or on behalf of Customer relating to the Platform (collectively, "**Feedback**") shall be owned exclusively by Metopio as part of Metopio Materials. Customer shall be responsible for ensuring that no Customer Confidential Information or PHI is included in any Feedback provided by Customer or an Authorized User. Any use or non-use of such Feedback shall be at Metopio's sole discretion.

7. (f) Usage Data. Metopio Materials include data and information related to Customer's and Authorized Users' use of the Platform, in an aggregate and anonymized form ("**Usage Data**"). Usage Data shall be owned exclusively by Metopio as part of Metopio Materials. Metopio may use Usage Data for any legal purposes, including to improve and enhance the Platform. Usage Data does not identify Customer or any patient.

(g) Third Party Materials. Customer acknowledges and agrees that the Platform and/or Insights may include Curated Data, and other data, content, technology and/or services provided by third parties (collectively, "**Third Party Materials**"). Third Party Materials are licensed or otherwise provided to Customer subject to any terms and conditions imposed by the applicable third party vendor that are provided or otherwise made available to Customer. All ownership interests in the Third Party Materials is and shall remain with the applicable third party vendor.

8. Metopio Warranty. Metopio represents, warrants and covenants that the Platform will be provided in a professional and workmanlike manner in accordance with applicable laws and industry standards and shall substantially conform with any requirements or specifications agreed to in the applicable Order Form. If Customer reasonably believes this warranty has been breached, Customer will provide Metopio with written notice within sixty (60) business days after the breach is identified, specifying in reasonable detail the non-conformance. Promptly after receipt of such notice, Metopio will commence, and will have a reasonable amount of time thereafter, to correct the non-conforming Platform. Metopio does not warrant any Third Party Materials; Customer's rights and remedies with respect to any Third Party Materials, if any, are solely against the applicable third party vendor. If Metopio is unable to correct the non-conforming Platform within a reasonable period, as agreed to by the parties in light of the nature of the non-conformance, Customer may recover a refund of the Fees paid for the non-conforming Services. The foregoing remedies constitute Customer's sole and exclusive remedies and Metopio's entire liability with respect to a breach of the warranties provided herein.

9. Customer Warranty. Customer represents, warrants and covenants that it has the legal right and authority to use all Customer Materials, to provide and/or provide access to Metopio of such Customer Materials and to authorize Metopio to use all such Customer Materials, as described herein, and that Customer and the Customer Materials shall comply with all applicable laws, rules and regulations, including any applicable privacy laws.

10. Warranty Disclaimer. Except for the foregoing warranties, Metopio makes no other warranties, express or implied, regarding the Platform or otherwise under this Agreement, and hereby disclaims all implied warranties including, without limitation, warranties of merchantabilitynon-infringement and fitness for a particular purpose. Without limiting any of the foregoing, Metopio does not warrant that the Platform will meet Customer's requirements, be error-free, available at all times, available without interruption, that all errors or defects will be corrected or capable of correction or that any data included in the Platform or any Insight (including any data provided by Metopio, Customer, any other customer or any third party) is accurate or complete; Metopio is not and shall not be liable in any way for any loss or damage incurred by Customer in connection with the use thereof. Metopio provides any and all Third Party Materials including, without limitation, any Other Customers' Data (as defined in Exhibit A), if any, "as is" and, notwithstanding anything to the contrary in this Agreement or any Order Form, Customer acknowledges that the warranties, indemnities and remedies set forth herein do not apply to any Third Party Materials or Other Customers' Data or any breach, infringement, or misappropriation to the extent it is caused by such Third Party Materials or Other Customers' Data.

11. Care Disclaimer. Customer hereby acknowledges and agrees that neither the Platform nor any services provided by Metopio are a substitute for a health care provider's standard practice or professional judgment, nor does either replace the assessing practitioner's responsibility to review all information, as applicable, with the applicable patient. Customer acknowledges and agrees that, as between Customer and Metopio, any decision with regard to the appropriateness of diagnosis, treatment, or otherwise with respect to an individual's medical or other health related care, or the validity or reliability of information obtained or delivered as part of the Platform, is the sole responsibility of Customer. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT METOPIO HAS NOT REPRESENTED THE PLATFORM OR METOPIO SERVICES AS HAVING THE ABILITY TO DIAGNOSE DISEASE, OR TO PRESCRIBE TREATMENT OR PRESCRIPTIONS, OR TO PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE OR OTHERWISE REPLACE ANY INDIVIDUAL (WHETHER LICENSED OR UNLICENSED) TO PROVIDE CARE. THE PARTIES ACKNOWLEDGE

AND AGREE THAT METOPIO DOES NOT PROVIDE MEDICAL OR OTHER HEALTH RELATED CARE SERVICES OF ANY KIND TO ANY PERSON AND IS NOT ENGAGED IN THE PRACTICE OF MEDICINE OR ANY OTHER LICENSED OR UNLICENSED CARE SERVICES. CUSTOMER AGREES THAT METOPIO HAS NO LIABILITY OR RESPONSIBILITY TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO ANY DECISION ABOUT ANY ASPECT OF AN INDIVIDUAL'S MEDICAL OR OTHER HEALTH RELATED CARE.

12. Limitation of Liability. Except for Customer's payment obligations, and to the extent permitted by applicable law, each party's total aggregate liability under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, shall be limited to the amount of Fees paid by Customer to Metopio under the applicable Order Form during the twelve (12) month period preceding the event giving rise to the claim. In no event shall Customer, or Metopio or its licensors or suppliers, be liable for any loss of use, interruption of business, lost profits, lost revenue, lost data, or indirect, special, incidental, cover, punitive or consequential damages of any kind arising out of or relating to this Agreement, even if Customer or Metopio, as applicable, has been advised of the possibility of such damages. The provisions of this Section 12 shall apply notwithstanding anything to the contrary in any other agreement between the parties.

13. Indemnification Obligations.

(a) Metopio' Obligations. Metopio will indemnify, defend and hold Customer and its officers, employees, and agents harmless against all costs, fees, expenses, damages and liabilities (including reasonable attorneys' fees and costs) to the extent relating to any third party claim: (1) alleging that the Platform, Services, deliverables, or outputs (not including any Customer Materials, Other Customers' Data, or Third Party Materials therein), or Customer's access or use thereof in accordance with this Agreement and the applicable Order Form, infringe, misappropriate, or violate any third-party intellectual property, privacy, publicity, or defamation right; (2) to the extent arising from Metopio's breach of its confidentiality, privacy, security, or legal-compliance obligations herein; or (3) to the extent arising from the gross negligence or willful misconduct of Metopio or its personnel or subcontractors. If the Platform or any portion thereof becomes, or is likely to become, the subject of an intellectual property infringement claim, Metopio shall, at its sole option and expense, either: (i) obtain for Customer the right to continue using the Platform or affected portion thereof; (ii) replace or modify the same so that it becomes non-infringing and functionally equivalent; or (iii) if neither of the foregoing are commercially or technically feasible, then Metopio may terminate the applicable Order Form and shall refund to Customer any prepaid but unused Fees related to the infringing Platform or portion thereof.

(b) Process. To receive the foregoing indemnities, the party seeking indemnification ("**Indemnified Party**") must notify the other ("**Indemnifying Party**") in writing of a claim or suit promptly and provide reasonable cooperation (at the Indemnifying Party's expense) and full authority to defend or settle the claim or suit. Notwithstanding the foregoing, the Indemnified Party's failure to or delay in notifying the Indemnifying Party shall not diminish the Indemnifying Party's indemnification obligations, except to the extent that it was materially prejudiced as a result of such failure or delay. The Indemnified Party shall have the right to participate in the defense or settlement at its own expense. The Indemnifying Party will have exclusive control of defense and settlement of claims, provided, however, that the Indemnifying Party may not settle a claim in a manner that admits liability or fault on the Indemnified Party's behalf, imposes any obligation or payment on the Indemnified Party, or fails to include an unconditional release of the Indemnified Party, without the Indemnified Party's prior written consent, not to be unreasonably withheld or delayed. The provisions of this Section 12 shall be the sole obligation of the Indemnifying Party, and the sole remedy of the Indemnified Party, with respect to third party claims.

14. Insurance. Metopio has, and shall maintain during the Term, insurance coverage as follows: (a) general commercial liability in an amount no less than $2,000,000 per occurrence/$4,000,000 aggregate; (b) umbrella insurance in an amount no less than $3,000,000 per occurrence/$3,000,000 aggregate; (c) technology E&O (including cyber liability) in an amount no less than $5,000,000 per occurrence/$5,000,000 aggregate. Upon Customer's written request, Metopio will provide a certificate of insurance evidencing the above coverage.

15. Term and Termination.

(a) Term. This Agreement shall be effective as of the Effective Date and shall continue until terminated as provided herein ("**Term**"). Each Order Form shall indicate the initial Subscription Term for such Order Form ("**Initial Subscription Term**") and shall renew in accordance with the renewal terms and non-renewal notice period set forth in the applicable Order Form (each, a "**Renewal Term**" and together with the Initial Subscription Term, the "**Subscription Term**"). In the event the term of an Order Form extends beyond the Term of this Agreement, this Agreement shall be deemed extended to the end of the applicable Order Form, solely with respect to that Order Form.

(b) Expiration; Termination. This Agreement shall expire six (6) months after the last Subscription Term hereunder ends. Either party may terminate this Agreement or an Order Form upon thirty (30) days prior written notice if the other party materially breaches any of its obligations hereunder or thereunder and such breach is not cured within such thirty (30) day period. If Customer terminates for Metopio's uncured material breach, Metopio will refund any prepaid Fees for Services not provided, prorated from the effective date of termination, and Customer will not be liable for Fees for the

unused portion of the terminated term. Notwithstanding the foregoing, Metopio reserves the right to terminate this Agreement and/or an Order Form, or suspend or delay the delivery of any portion of the Platform, if Customer does not pay an invoice when due, as further described in Section 2 or otherwise, as described in Section 4.

(c) Effect of Termination. Upon the expiration or termination of this Agreement or the applicable Order Form, Customer shall cease, and shall cause Authorized Users to cease, accessing and using the Platform. The termination or expiration of this Agreement shall not affect or impair the rights, liabilities, and obligations of either party that may have accrued prior to such termination or expiration including, without limitation, Customer's obligation to any remaining amounts due. Except as otherwise provided herein, remedies described herein shall be cumulative, not exclusive, and shall include all remedies available to a party at law or in equity.

(d) Survival. The following Sections shall survive, in accordance with their terms, the expiration or termination of this Agreement for any reason: Section 2, Section 5, Section 6, Section 9, Section 10, Section 11, Section 12 (solely to the extent the event giving rise to the claim occurred during the applicable Subscription Term), Section 14(c), Section 14(d) and Section 15.

(e) Termination for Convenience. During the first year of an Order Form, Customer may terminate this Agreement and/or suchOrder Form for convenience upon thirty (30) days' prior written notice, paying only undisputed amounts lawfully payable for Services properly performed through the effective termination and unpaid as of such termination date; for clarity, pre-paid annual subscription Fees for the first year are not refundable. No early-termination fees, remaining-contract-value charges, penalties, or other future payment obligations apply.

(f) Availability of Funds; Non-Appropriation. Customer's payment and performance obligations are subject to and contingent upon the availability of lawfully appropriated funds. If funds are not appropriated or otherwise made available for any fiscal period, Customer may terminate the affected Order Form and/or this Agreement upon at least thirty (30) days' prior written notice, without penalty or further liability beyond undisputed amounts lawfully payable for Services properly performed through the termination effective date. No provision of this Agreement creates an absolute or unconditional multi-year payment obligation, and all future-year performance remains contingent on appropriation and lawful availability of funds.

16. General. (a) This Agreement including all Order Form(s) and all attachments and exhibits, whether attached or referenced, constitute the entire understanding and agreement between the parties concerning the subject matter hereof, and terminates and supersedes all prior oral and written understandings, agreements, proposals, promises and representations of the parties respecting any and all subject matter contained herein. This Agreement may only be amended in a writing executed by authorized representatives of each party. If there is a conflict regarding PHI/ePHI, the BAA (if applicable) controls. Otherwise, if there is a conflict between the body of this Agreement and the applicable Order Form, such Order Form shall govern such conflict. **(b)** Metopio may not use Customer's name, logo, or marks without Customer's prior written consent except as required to provide Metopio Services. Customer may revoke any such consent at any time upon written notice. **(c)** Metopio is an independent contractor and not Customer's employee, agent, joint venturer or partner, and will determine the method, details and means of performing and/or providing the Platform or Metopio Services. Neither party, nor any of its employees or agents, shall have any authority whatsoever to bind the other party by contract or otherwise. Neither party shall make any promises, representations, or warranties on behalf of the other. **(d)** This Agreement is not exclusive and nothing herein will preclude either party from contracting with any other person or entity. **(e)** Metopio may use subcontractors or third-party service providers in its performance hereunder; provided that Metopio remains fully responsible for all acts and omissions of its subcontractors and third-party providers. Subcontractors and third parties may use Customer Data only to provide services to Metopio for the benefit of Customer and are subject to confidentiality, privacy, and security obligations no less protective than those in this Agreement and the BAA, if applicable. The provisions of this subsection (e) shall not be construed to affect either party's rights or obligations with respect to Third Party Materials. In addition, if Customer elects to use Other Customers' Data, such other customer shall not be deemed a third-party service provider; Customer's rights and obligations with respect to such Other Customers' Data shall be governed solely by the applicable terms of Exhibit A and the applicable Other Customers' Provided License. **(f)** Failure of either party to enforce a right under this Agreement shall not act as a waiver of any rights or a waiver of that right or the ability to later assert that right relative to the particular situation involved. If any provision of this Agreement is alleged to be invalid or unenforceable, the provision shall be construed to have the broadest interpretation that would make it valid and enforceable. Invalidity or unenforceability of one provision shall not affect any other provision of this Agreement. **(g)** Except for Customer's payment obligations, neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control. **(h)** If a dispute, controversy or claim arises out of or relates to this Agreement, the Platform or any service provided by Metopio hereunder, the parties shall first endeavor to resolve such dispute through good faith negotiations prior to initiating any litigation. **(i)** Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the parties may be entitled to seek injunctive relief, specific performance or other equitable relief whenever the facts or circumstances would permit a party to seek equitable relief in a court of competent jurisdiction. **(j)** This Agreement will be governed by and construed according to the laws of the State

of Nevada without regard to its conflicts of law provisions, with Clark County, Nevada as the exclusive venue of any action or proceeding arising out of or related to this Agreement. Each party will bear its own attorneys' fees and costs, and no party is entitled to recover attorneys' fees, court costs, or collection costs from the other. **(k)** There are no third party beneficiaries of this Agreement or any portion thereof. **(l)** Neither party may assign or transfer this Agreement or an Order Form, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; notwithstanding the foregoing, either party may assign this Agreement by operation of law in the event of a merger, acquisition, corporate restructuring or sale of all or substantially all of the assigning party's assets. Any attempted assignment in violation of this Section shall be null and void. This Agreement shall inure to the sole benefit of the parties and their authorized successors and assigns. **(m)** Any notice required by this Agreement shall be provided in writing to the addresses or email addresses set forth in the applicable Order Form or this Master Subscription Agreement, or such other addresses as may be given from time to time under the terms of this notice provision. Notices may be provided by email, and Customer's notice email is contracts@snhd.org. Notice by email is deemed given on the date sent, provided the sender does not receive an automated bounce-back or other notice of non-delivery; a party may request reasonable confirmation of receipt, but a read receipt is not required. A notice initiating a claim for indemnification shall be effective if sent by email only if such notice is also contemporaneously sent by national overnight courier for next business day delivery. **(n)** The division of this Agreement into Sections, and the insertion of captions and headings, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. **(o)** The parties agree that signatures exchanged by electronic means, facsimile or computer imaging shall be binding as originals. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute but one and the same instrument. **(p)** Each party hereby represents and warrants that all necessary approvals for this Agreement have been obtained, and the person whose signature appears on the applicable Order Form(s) has the authority necessary to execute and deliver this Agreement on behalf of the party indicated. **(q)** The parties agree to reasonably cooperate with each other and to execute and deliver any necessary documents, in order to consummate the transactions described herein. **(r)** Neither Metopio nor its employees are currently listed by any federal agency as excluded, debarred, or otherwise ineligible for participation in any federal health care program.

METOPIO, INC.	**CUSTOMER**
_____	By: _____
Signature	Signature
_____	Cassius Lockett, PhD, MS
Printed Name	Printed Name
_____	District Health Officer
Title	Title
_____	_____
Date	Date

Exhibit A

General Usage Terms

1. **Accounts.** Customer and its Authorized Users must register for a Metopio account to access the Metopio Services, including the Platform. User account information ("**User Information**") will be governed by Metopio's Privacy Policy. Customer (on behalf of itself and its Authorized Users) represents and warrants that all such User Information is accurate, current, and complete and agrees to keep this information up-to-date. Customer shall, and shall cause Authorized Users to, keep any passwords, and other access credentials for the Metopio Services strictly confidential and not share them with any unauthorized person. If any Authorized User stops working for Customer or otherwise ceases to be authorized, Customer must immediately terminate that person's access to its account and the Metopio Services. Customer will be responsible for any and all actions taken using its and its Authorized Users' (current and former) accounts, passwords or access credentials. Customer must notify Metopio immediately of any breach of security or unauthorized use of its account. Accounts are granted to specific Customers and Authorized Users and must not be shared with others.

2. **Intended Only for Users in the US.** The Metopio Services are provided for use only by persons located in the United States. Metopio does not make any representations that the Metopio Services are accessible, appropriate or legal outside the United States. If Customer or any Authorized User accesses or uses the Metopio Services from outside the United States, such access and use is at Customer's own risk; Customer (and not Metopio) is responsible for compliance with any applicable local law.

3. **General Restrictions.** Customer must not, and shall ensure that Authorized Users do not:
   - rent, lease, copy, transfer, resell, sublicense, time-share, or otherwise provide access to the Metopio Services to a third party (except Authorized Users or as otherwise permitted under this Agreement);
   - incorporate the Metopio Services (or any portion of such) with, or use it with or to provide, any site, product, or service, other than as specifically permitted in this Agreement;
   - publicly disseminate information regarding the performance of the Metopio Services;
   - modify or create a derivative work of the Metopio Services or any portion of them;
   - reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, or file formats, of the Metopio Services, except to the extent expressly permitted by applicable law and then only with advance notice to Metopio;
   - break or circumvent any security measures, rate limits, or usage tracking (such as event tracking) of the Metopio Services, or configure the Metopio Services (or any component thereof) to avoid incurring fees or otherwise circumvent this Agreement;
   - distribute any portion of the Metopio Services except as permitted in this Agreement;
   - access the Metopio Services for the purpose of building a competitive product or service or copying its features or user interface;
   - remove or obscure any proprietary or other notices contained in the Metopio Services, including, without limitation, reference, copyright or other legend material contained in any Insights or other reports, analytics or other output created by Customer or Authorized Users or any reports or output obtained from the Metopio Services;
   - use or permit to be used the Metopio Services, or any Insights or other reports, analytics or other output created using them for any illegal or misleading purpose, in a manner that is harmful or offensive to other users or groups of people or in any manner that is otherwise inconsistent with this Agreement; and Metopio reserves the right, in its sole discretion, to remove any such content that it deems to be in violation of the foregoing;
   - defame, harass, abuse, threaten, stalk or defraud users of Metopio Services, or collect, or attempt to collect, personal information about users or third parties without their consent;
   - interfere with, damage, impair or disable the operation of Metopio Services or interfere with, damage or impair any data, or other users' use of them, by any means, including uploading or otherwise disseminating viruses, worms, spyware, adware or other malicious code;
   - remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Metopio website or Metopio Services, features that prevent or restrict the use or copying of any part of the Metopio website or the Metopio Services (including any data other than Customer's), or features that enforce limitations or restrictions on the use thereof;
   - obtain or attempt to obtain any materials or information from the Metopio Services through any means not intentionally made available through Metopio Services;
   - modify the Metopio Services in any manner or form, or use modified versions of the Metopio Services, including, without limitation, for the purpose of obtaining unauthorized access to the Metopio Services;

- utilize framing techniques to enclose any trademark, logo, copyright or other aspect the Metopio Services without Metopio's express prior written consent, or use any meta tags or any other "hidden text" utilizing Metopio's name or trademarks without Metopio's express prior written consent;
- link to Metopio in a misleading way, including to imply Metopio's endorsement, and Customer will promptly remove any links that Metopio so finds objectionable in its sole discretion, or use any Metopio logos, graphics, or trademarks as part of the link without Metopio's express prior written consent;
- make unsolicited offers, advertisements, proposals, or send junk mail, commercial communications or spam to other users of Metopio Services. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- modify, adapt, translate, or create derivative works based upon Metopio Services or any part thereof;
- impersonate another person or entity, or falsely state or otherwise misrepresent an affiliation with a person or entity; use any robot, spider, scraper, or other automated means to access the Metopio Services for any purpose or bypass Metopio's robot exclusion headers or other measures used to prevent or restrict access to the Metopio Services;
- use Metopio Services to produce any harmful, infringing or defective product; or
- interfere with, damage or impair any data or other users' use of such data.

4. **Customer Provided License.** Customer may provide access to certain Customer Data or other Customer Materials that are uploaded to the Metopio Services to other customers and their authorized users for their use with the Metopio Services. Other users shall only have access to Customer Data subject to, and to the extent of any license granted by Customer as provided in the Metopio Services (a **"Customer Provided License"**). If Customer permits other users to access and use Customer Materials pursuant to a Customer Provided License, Customer represents and warrants to Metopio that (i) Customer owns, or has the necessary licenses, rights, consents, and permissions to use and authorize Metopio and, to the extent of a related Customer Provided License, other users, to use, the Customer Materials to enable inclusion and use thereof in connection with the Metopio Services and to grant the Customer Provided License; and (ii) use permitted by the Customer Provided License, does not and will not: (A) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (B) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (C) violate any applicable law or regulation. If Customer receives any take-down requests or infringement notices related to Customer Materials provided pursuant to a Customer Provided License, or any materials provided by another customer pursuant to its Customer Provided License, Customer agrees to promptly: (x) stop providing the related Customer Materials as part of its Customer Provided License, or stop using the materials provided by another customer pursuant to its Customer Provided License; and (y) notify Metopio. If Metopio receives any take down requests or infringement notices related to Customer Materials provided pursuant to a Customer Provided License, Metopio may respond in accordance with its policies, and will notify and consult with Customer on the next steps.

5. **Metopio Provided Data.** Metopio's "**Data Dictionary**" provides users with access to two types of data sets for use with the Metopio Services. "Metopio Provided Data", also referred to on the Platform as **"Curated Data"**, is data that is generally available to the public, via government or similar sources, or that has been made available to Metopio via license. Customer's use of Metopio Provided Data, and any Insights or other reports, analytics or other output derived from it in connection with Metopio Services, is governed by this Agreement. Customer expressly acknowledges that (x) other customers may have access to (i) the same Metopio Provided Data, (ii) the same Customer Materials or other customers' materials (as provided and permitted by Customer or such other customers, as applicable) or (iii) the same or similar data as contained in the Customer Materials (for instance, by virtue of membership in trade groups, licenses, or otherwise); and (y) as a result, such other customers may create Insights that are identical or similar to those created by Customer. Customer acknowledges that its rights in and to Insights are not exclusive.

6. **Other Customers' Data.** Metopio may also provide Customer with data or materials provided by other users who have agreed to grant access to it pursuant to such other users' agreement with Metopio, including providing a license to users such as Customer ("**Other Customers' Data**" and "**Other Customers' Provided License**"). Customer's use of Other Customers' Data in connection with Metopio Services, as well as any Insights or other reports, analytics or other output Customer may derive therefrom, is governed by and subject to this Agreement and any relevant terms in such Other Customers' Provided License. Before using any Other Customers' Data, Customer will have to agree to the terms of any such relevant Other Customers' Provided License. Without limiting the foregoing, Customer agrees not to remove or obscure any proprietary, legend or other notice material from any Insights or other reports, analytics or other output Customer creates using Other Customers' Data.

7. **Aggregate/Anonymized Data.** Customer agrees that Metopio will have the right to generate aggregate or anonymized data from User Information and Usage Data and that aggregate or anonymized data are owned by Metopio, which Metopio may use and disclose in accordance with its Privacy Policy.

8. **Links and Third-Party Websites.** Metopio may provide links to third-party websites, including to reference source material informing Insights or other reports, analytics and other outputs of the Metopio Services (**"Reference Sites"**). Metopio has no control over such Reference Sites or their content, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for, the accuracy, quality, legality, nature, availability, or reliability of Reference Sites, their content or any other content linked to by Metopio. Inclusion of any link on any Insight or other report, analytics or other output, or otherwise within the Metopio Services, does not imply Metopio's affiliation, endorsement, or adoption of the linked site or any information therein. **Access and use of Reference Sites, including the information, material, products, and services on Reference Sites or available through Reference Sites, is solely at Customer's and Authorized Users' own risk.** Metopio's terms and policies do not govern the use of any site other than the Metopio Services. Metopio recommends that Customer and Authorized Users review the applicable terms and policies, including the privacy and data gathering practices, of any Reference Sites or other third party site.

Metopio

ORDER FORM

Customer Information

Customer Name Southern Nevada Health District	Billing Contact Name: Accounts Payable Email: ap@snhd.org; cc:burris@snhd.org Phone: 702-759-0834
Billing Address 280 South Decatur Blvd Las Vegas, NV, 89107 P.O. Box 3902, Las Vegas, NV 89127	Purchase Order Number (if applicable)

Subscription Details

Effective Date	Subscription Term	Billing Frequency
Defined Below	36 Months	Annually in advance

Platform and Metopio Services

Subscription Fees

Platform / Metopio Services	Description	Fee
Analytics Platform – Population Based Annual Subscription	The Platform allows Customer to create infographics, models, and reports ("**Insights**") to visualize relationships between demographic, geographic, socio-economic, health, transportation, environmental and other data that is available to the public, provided to Metopio by license, developed by Metopio, provided by Customer; and/or to which other customers may have granted Customer access. The Platform also allows Customer to explore the data at various geographic levels, including custom user-defined regions, and conduct analyses in various places on the Platform. Access and use of the Platform for unlimited Customer users at the following facilities: Fees include the following geography: Clark County, NV *Additional facilities or geography may be added at any time, with the execution of an Order Form.* *A Platform subscription is required for the provision of Insights, whether such Insights are generated by Customer or by Metopio on behalf of Customer.*	$97,700.00

Atlas Platform Annual Subscription	A customized, dynamic, public facing dashboard that analyzes and displays certain health and other data. Complimentary in Year 1; $40,000 in each of Years 2 and 3.	$40,000.00
CHA/CHNA & CHIP Module Annual Subscription	Access and use of the CHA/CHNA & CHIP module as additional Platform functionality for supporting the building and designing of programs, as well as tracking the related outputs and outcomes.	Included in the Platform fees
Performance Management and Quality Improvement Module	Access and use of the PM/QI module as additional Platform functionality will allow users to create performance management programs to set up goals, objectives and measurable metrics to track progress.	Complimentary in Year 1. Option to include in Year 2 & 3 at $3,500.00/yr
Support	As described in the Metopio Support Policy, located at https://metopio.com/agreements-and-terms.	Included in the subscription fees

One-Time Fees

Platform / Metopio Services	Description	Fee
Onboarding/Implementation	With Customer's assistance and cooperation, Metopio will configure and provision the Platform and train Customer administrators in its use	$15,000.00

Total Fees

Year	Subscription Fees	One-Time Fees	Total Fees
1	$97,700.00	$15,000.00	$112,700.00
2	$137,700.00	-	$137,700.00
3	$137,700.00	-	$137,700.00

Term and Renewal

This Order Form is effective as of the last date signed below ("Effective Date") and continues through the Subscription Term described above. Thereafter, the Subscription Term automatically renews on each anniversary of the Effective Date for successive one (1) year terms at Metopio's then-current pricing, unless either party provides the other with written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

General Terms

This Order Form is subject to Master Subscription Agreement C2700053. In the event of a conflict between this Order Form and the body of the applicable Master Subscription Agreement, the terms of this Order Form shall control.

Metopio will invoice Customer for the first year's subscription fees and all relevant one-time fees upon execution of this Order Form, with payment due within forty-five (45) after invoice date. Subsequent annual subscription fees will be invoiced thirty (30) days prior to each annual renewal date.

Metopio

Signatures

By signing below, each party agrees to the terms of this Order Form and the applicable Master Subscription Agreement referenced above.

METOPIO, INC.	**CUSTOMER**
	By:
Signature	Signature
	Cassius Lockett, PhD, MS
Printed Name	Printed Name
	District Health Officer
Title	Title
Date	Date