

LAKE COUNTY HEALTH DEPARTMENT FetchEH License Agreement

This Fetch Environmental Health (FetchEH) License Agreement is entered into on the date of signature by the Lake County Health Department (“the Health Department”) located at 2900 W. 93rd Avenue, Crown Point, IN 46307, and Amalgam LLC, located at 809 E. Bennett Street, Mount Pleasant, MI 48858, and (collectively referred to as the “Parties”).

The purpose of this License Agreement is to specify the responsibilities of the parties related to FetchEH software. Amalgam LLC will license FetchEH software to the Health Department for use in environmental health workflows. The FetchEH software will support environmental health workflows for Onsite Wastewater System and Well Permitting, Food Safety, Body Art, Pools, Campgrounds, Fees, and Complaints. Amalgam will provide setup support for configuring software, modifying forms, modifying reports and training. Ongoing technical support and software updates are included in this License Agreement.

The FetchEH Software will be hosted by Amalgam using Microsoft Azure and be provided as Software as a Service (SaaS). In consideration of the mutual promises herein and benefits received, it is hereby agreed by Amalgam LLC and the Health Department:

1. Agreement Terms

Amalgam LLC grants the Health Department an annual, non-exclusive, non-transferable, and non-sub licensable license to FetchEH according to the terms and conditions set out herein. The initial Term of the license agreement is two (2) years starting from the Deployment Date. The license agreement shall automatically be renewed for an additional Term of one (1) year after the initial two (2) year Term concludes unless either party gives notice of termination at least 30 days prior to the expiration of the Term or any renewal thereof. Renewal Terms may be extended beyond one year upon agreement by both parties.

2. Payment and Payment Conditions

- Amalgam LLC shall invoice the Health Department \$9,500 on the Deployment Date of the FetchEH Software. One additional invoice of \$9,500 shall be sent on the anniversary of the Deployment Date for a total of \$19,000 over two (2) years.
- Amalgam LLC shall invoice the Health Department \$7,000 for one-time Setup and Configuration tasks on the Deployment Date.
- The Health Department agrees to pay Amalgam LLC \$19,000 for a two (2) year license of FetchEH Software, payable in two (2) \$9,500 annual payments.
- The Health Department agrees to pay Amalgam LLC \$7,000 for one-time Setup and Configuration tasks.
- The Health Department will issue payment based on the invoices. Checks will be issued within thirty days (30) days of receipt of an invoice. Checks will be made

payable to Amalgam LLC and will be mailed to Amalgam LLC, 809 E. Bennett St., Mt. Pleasant, Michigan 48858.

- The Health Department FetchEH Software shall be terminated if payments are not received within the terms, after providing a ten (10) day notice via email to the Health Department.
- The FetchEH License fee and any other fees are up-front non-refundable fees.

3. **Schedule**

The FetchEH software **Deployment Date** occurs when the software is configured and made available via a unique website URL. Configuration of FetchEH software shall be completed within six (6) weeks of the execution of this Agreement. Note that delays in sourcing local GIS data may extend the **Deployment Date**.

Tasks occurring after the **Deployment Date** include Data Migration, Form and Workflow revisions, Training, and continued support services. Completion of these tasks is highly dependent on the Health Department availability for Form Review meetings, Training, and receiving the Data Export in a timely manner.

4. **Delivery**

Amalgam LLC shall provide access to the FetchEH Software through a unique website URL (link) in an email or other correspondence.

5. **Change of Service Fee Due to Revisions**

Any revisions to the Agreement by the Health Department, after the execution of this Contract could result in an increase in Service fees. In the event the Health Department wishes to revise the original Service, the Health Department shall submit the revised proposal to Amalgam LLC in writing. Amalgam LLC shall then have ten (10) business days to provide the Health Department with an updated Service fee or time and materials cost, if applicable. If the updated Service fee is acceptable to the Health Department, then the Health Department shall sign the updated proposal, which shall become an amendment to this Agreement. In the event, the Health Department does not accept the updated fee, then Amalgam LLC shall continue to perform under this original, un-amended, Agreement.

6. **Representations General.**

Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound

Compliance with Laws. Each Party represents and warrants that no consent, approval, or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

Acceptable Use. The Health Department is solely responsible for the content of any postings, data, or transmissions using the FetchEH Software, or any other use of the FetchEH Software by the Health Department or by any person or entity the Health Department permits to access the FetchEH Software. The Health Department represents and warrants that it will: (a) not use the FetchEH Software in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use or Licensed Materials; (b) not violate or tamper with the security of any Amalgam LLC computer equipment or program; If Amalgam LLC has reasonable grounds to believe that the Health Department is utilizing the FetchEH Software for any such illegal or disruptive purpose Amalgam LLC may suspend the FetchEH Software immediately with or without notice to the Health Department. Amalgam LLC may terminate the Agreement if the Health Department in fact fails to adhere to the foregoing acceptable use standards.

Disclaimer Amalgam LLC makes no warranties of any kind, express or implied, with respect to the FetchEH Software, any related service or software. Amalgam LLC hereby expressly disclaims any implied warranty of merchantability, fitness for a particular purpose, or implied warranties arising from a course of dealing or course of performance. No oral or written information given by Amalgam LLC, its employees, licensors, or the like will create a warranty.

7. Limited Liability

Under no circumstances will Amalgam LLC or anyone else involved in administering, distributing, or providing the FetchEH, be liable for any indirect, incidental, special, or consequential damages that result from the use of or inability to use the FetchEH software.

8. Amalgam LLC Responsibility

Amalgam LLC will provide FetchEH Software for the Health Department that is configured to support Onsite Wastewater System and Well Permitting, Food Safety, Body Art, Pools, Campgrounds, Fees, and Complaints. FetchEH Software will support a location-based approach to managing environmental health data, including tools for data authoring/collection and options for generating insights, reports, and map visualizations.

Amalgam has integrated the new Indiana Food Code 7-26 in FetchEH and supports the question-based Inspection routines.

Amalgam LLC will deploy and host the FetchEH Software in a safe and secure environment. Amalgam LLC shall provide the Health Department with access to administrative tools using the Fetch Portal. All FetchEH Software is managed using Microsoft Azure Cloud Services.

Amalgam LLC will provide training, technical support and maintenance for services and applications including updates to the FetchGIS Platform and FetchEH Software.

9. Customer Responsibility

The Health Department represents that it shall be responsible for providing all necessary data, materials, or information which Amalgam LLC will need to provide the FetchEH Software. The Health Department acknowledges that Amalgam LLC is not responsible for, nor shall it be held liable for any data, materials, or information which the Health Department has supplied to it, which are not accurate or are false, which Amalgam LLC has relied upon for implementing the FetchEH Software.

The Health Department shall use the FetchEH Software only for lawful purposes. To the extent deemed necessary by the Health Department, the Health Department shall implement security procedures necessary to limit access to the FetchEH Software to the Health Department authorized users and shall maintain a procedure external to the FetchEH Software for reconstruction of lost or altered files, data, or programs.

10. Confidential Information

For purposes of this Agreement “Confidential Information” shall mean information including, without limitation, all Amalgam LLC computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked “Confidential”, or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to The Health Department under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

11. Indemnification

The Health Department shall indemnify and hold harmless to the furthest extent of the law Amalgam LLC against any and all claims, actions, suits, damages, judgments, charges, costs, or expenses, including legal fees, based upon materials or information supplied by the Health Department to Amalgam LLC to be used in the FetchEH Software, including, but not limited to, if such materials or information were the intellectual property of a third party and the Health Department did not possess the right to them; said materials were the privileged information of a third party and the Health Department did not have the legal right to possess said information; or such information was slanderous or misleading.

12. Licenses

Amalgam LLC hereby grants to the Health Department a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by Amalgam LLC (“Licensed Material”), which may be furnished to the Health Department under this Agreement. The Health Department agrees to use commercially reasonable efforts to ensure that its employees and users of all

Licensed Material hereunder comply with the terms and conditions set out in this Agreement. The Health Department also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Licensed Material. All Licensed Material furnished to the Health Department under this Agreement shall be used by the Health Department only for the Health Department business purposes, shall not be reproduced, or copied in whole or in part, and shall not be removed from the United States.

13. Customer Data

The Health Department retains ownership over all data provided to Amalgam LLC and all data that is created by the Health Department in the FetchEH Software. All Health Department data is to be strictly held as confidential. Amalgam LLC will delete and destroy all copies of data once the Agreement is terminated with or without default. The Health Department has the option to receive a backup of data prior to deletion. All rights, title, and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to Amalgam LLC.

14. Termination of Agreement

This Agreement Term is for two (2) years. To terminate the Agreement, the Health Department can discontinue renewal of the Agreement once the initial Term has expired.

Either party may terminate this Agreement without cause by providing written notice at least 90 days in advance to the other party. Such termination shall be effective upon the expiration of the notice period.

15. Other Agreements

This Agreement constitutes the entire agreement between the parties concerning FetchEH as a Software as a Service (SaaS), and all prior FetchEH discussions, agreements and understanding, whether verbal or in writing, and are hereby merged into this Agreement.

16. General Provisions and Force Majeure

- (a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by the Health Department. No modification, termination, or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by the Health Department, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon Amalgam LLC or effective for any purpose, unless accepted by Amalgam LLC in writing. It is further expressly understood and agreed that there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Amalgam LLC's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.
- (b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

- (c) If any provision or provisions 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 thereby.
- (d) No delay or failure of Amalgam LLC or the Health Department in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Amalgam LLC or the Health Department of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.
- (e) Either party shall have the right, at its own discretion and at any given time during the Term of this Agreement, to assign the Agreement to an Affiliate. Amalgam LLC may assign this License Agreement to any successor of Amalgam LLC. The Health Department may assign this License Agreement to any successor of the Health Department, provided, however, that the successor is not a competitor of the business and affairs of Amalgam LLC.
- (f) All terms of this License Agreement that by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assigns.
- (g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fourteen (14) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement.
- (h) This Agreement shall be governed by and construed under the laws of the State of Indiana applicable to contracts made in and wholly to be performed in the State of Michigan without regard to conflicts of law.
- (i) Amalgam LLC shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance for the duration of this Agreement and will provide a copy of the policy limits and certificates of insurance upon request of the Health Department.

17. Contact

The contact person for Amalgam LLC is Ken Curry, Co-founder, Amalgam LLC, 809 E. Bennett St., Mount Pleasant, Michigan 48858, telephone (989) 400-8702. The contact person for the Lake County Health Department is Lucas Pacukovski, located at 2900 W. 93rd Avenue, Crown Point, IN 46307, telephone (219) 755-3655 ext. 351.



18. Binding

The signatories affirm that they have authority to bind their respective parties to this Agreement.

**AMALGAM LLC, a Michigan Limited
Liability Company**

Lake County Health Department

By: 

Ken Curry, Co-founder

Amalgam LLC

By: _____

NAME AND TITLE

Lake County Health Department

Date: July 8, 2025

Date: _____