RESOLUTION NO. 2024 - 314

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT SS 1929; ZOLL DATA SYSTEMS SOFTWARE UPGRADE WITH ZOLL DATA SYSTEMS FOR EMS BILLING AND FIRE REPORTING SOFTWARE, SAAS AND SERVICES FOR ST. JOHNS COUNTY FIRE RESCUE DEPARTMENT.

## RECITALS

**WHEREAS,** the County's Fire Rescue Department's EMS Billing and Fire Reporting Software is active under contract no. 05-129 with Zoll Data Systems, executed on November 28, 2016 and renewed for five (5) years on December 10, 2021. However, due to discontinuing software programs and new requirements with program State reporting, the County's Fire Rescue Department shall require upgrades to the new platform for the current software;

**WHEREAS,** in an effort to improve upon accuracy, efficiency with updated software to meet State requirements on billing and reporting, St. Johns Fire Rescue Department submitted a solicitation under SS 1929; Zoll Data Systems software upgrade, that will provide St Johns Fire Rescue with the updated and current software under the new platform is in the best interest of the department; and

**WHEREAS,** in an effort to maintain State requirements, Board of County Commissioners approval is being sought to approve SS 1929; Zoll Data Systems Software upgrade, to the new platform for the current EMS billing and Fire reporting software; and

**WHEREAS,** the contract amendment will be finalized after board approval.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA,** as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to approve contract SS 1929, for sixty (60) months, for nine hundred thirty-four thousand seven hundred sixty-nine dollars and fifty-six cents ($934,769.56), in substantially the same form and format as attached, with Zoll Data Systems.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, on this 6th day of August, 2024.

AUG 0 9 2024

Rendition Date_____

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By:_____
Sarah Arnold, Chair

## NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT

St Johns County, FL Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Office: (904) 209-0150

**Sole/Single Source No: SS No: 1929**
**Date Posted: June 25, 2024**
**Written Response due: July 19, 2024**

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### RESPONSES SUBMITTED TO:

**Name: Jennifer McDaniel**

**Email Address: jmcdaniel@sjcfl.us**

**Phone Number: (904) 209-3270**

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This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the Supplier indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

**PRODUCT/SERVICE REQUIRED**: Zoll Data Software, SaaS and Service Programs for EMS Billing and Fire Reporting.
Starting August 2024 through August 2029

**DESCRIPTION:** Zoll Data Systems Software, SaaS and Service Programs.

| ITEM | LIC.TYPE | DESCRIPTION | QTY |
|------|----------|-------------|-----|
| NFPA101H2 | TPL | ZOLL FIRE-NFPA 101(LIFE SAFETY CODES) TIER 2 (4-10 USERS) | 1 |
| NFPA1H2 | TPL | ZOLL FIRE-NFPA1 (FIRE CODES)-TIER 2(4-10 USERS) | 1 |
| ZOBILL1 | HL | ZOLL BILLING | 2128 |
| ZEMSC | HL | ZOLL EMS CHARTS (PER PCR) | 2128 |
| ZEMSC-CMZ | HL | ZOLL EMS CHARTS-CORE MODULES W/ZOLL DEFIBS (PER PCR) | 2128 |
| ZEMSC-FX | HL | ZOLL EMS CHARTS-PCR FAXING (PER PCR) | 2128 |
| ZFR | HL | ZOLL FIRE REPORTS (PER INCIDENT) | 180 |
| ZFR-OM | HL | ZOLL FIRE REPORTS-OPERATIONS MODULES (PER INCIDENT) | 180 |

| ZFR-IM | HL | ZOLL FIRE REPORTS-INVENTORY MODULE (PER PCR) | 180 |
|---|---|---|---|
| ZFR-SCH | HL | ZOLL FIRE REPORTS – SCHEDULING INTERFACE (PER INCIDENT) | 180 |
| EMCS-IMP | | EMS CHARTS IMPLEMENTATION DAY (EXCLUDES T&E) | 10 |
| EMSCFDC3 | | EMS CHARTS FIRE REPORTS NFIRS-FORMAT IMPORTS – 3 YEARS OF NFIRS DATA | 1 |
| EMSCDC3 | | EMS CHARTS DATA CONVERSION - 3 YEAR OF DATA | 1 |
| ZBIMP | | ZOLL BILLING IMPLEMENTATION DAY (EXLCUDES T&E) | 3 |

**INTENDED SOLE/SINGLE SOURCE CONTRACTOR/VENDOR: Zoll Data Systems**

**PROPOSED COST:** $934,769.56 (5-yr. Agreement)

**PROPOSED CONTRACT/PURCHASE TERM:** Software, SaaS and Service Agreement

**JUSTIFICATION FOR SOLE/SINGLE SOURCE:**
SJC Fire Rescue Department has been using the Zoll Data System's software since 2011 and has been successful through-out the years in all aspects of billing and State required fire reporting. The SJC Fire Rescue software is fully integrated with Zoll Data System's cardiac monitor's software and other Zoll Data Systems equipment to maintain all reporting and billing State requirements with complete confidence.

ZOLL Billing is the only EMS billing application available in the market which offers bi-directional integration with the ZOLL emsCharts ePCR solution. Completed PCRs automatically generate claims in ZOLL Billing, and ZOLL Billing provides users the exclusive ability to access the Patient Care Record and QA Module within emsCharts with a single click. This bi-directional integration available only through the use of ZOLL Billing and ZOLL emsCharts provides end users with more efficiency, accuracy, and security when working a claim and accessing patient documentation.

Additionally, ZOLL Billing incorporates the patented AR Boost technology within the application itself, providing billers with Demographic Verifier, Insurance Discovery, Eligibility, and Self-Pay Analyzer tools as part of the claim workflow. ZOLL Billing is the only application in the market to utilize ZOLL's patented AR Boost technology in this way.

**RESPONSE TO SOLE/SINGLE SOURCE:**
Firms who are capable of providing an equivalent product and/or service as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.

**ATTACHMENTS: N/A**

# ZOLL.
## DATA SYSTEMS

### ORDER Q-49853

11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021-5059
(303) 801-0000 (main)
(800) 474-4489 (toll free)
www.zolldata.com

## Customer Information

| | | | |
|---|---|---|---|
| **Company Name:** | St. Johns County Fire Rescue | **Bill To:** | St. Johns County Fire Rescue |
| **Address:** | 3657 Gaines Road | | 3657 Gaines Road |
| | Saint Augustine, FL 32084 | | Saint Augustine, FL 32084 |

**Contact:** Amy Land
**Email:** aland@sjcfl.us

## Software, SaaS and Services

| | | | |
|---|---|---|---|
| **Initial Term:** | 60 months | **Offer Expiration:** | August 30, 2024 |
| | | **ZOLL Representative:** | Kayleb Bowes |

### SaaS

| Item | Lic. Type | Description | Qty | Unit | List Price | Disc | Unit Price | Monthly Fee |
|---|---|---|---|---|---|---|---|---|
| NFPA101H2 | TPL | ZOLL Fire - NFPA 101 (Life Safety Codes) - Tier 2 (4-10 Users) Per Month | 1 | Concurrent User | $277.00 | | $277.00 | $277.00 |
| NFPA1H2 | TPL | ZOLL Fire - NFPA 1 (Fire Codes) - Tier 2 (4-10 Users) Per Month | 1 | Concurrent User | $277.00 | | $277.00 | $277.00 |
| ZOBILL1 | HL | ZOLL Billing | 2128 | Claim | $5.14 | 7.001% | $4.78 | $10,172.19 |
| ZEMSC | HL | ZOLL emsCharts (Per PCR) | 2128 | PCR | $1.08 | 23.997% | $0.82 | $1,746.73 |
| ZEMSC-CMZ | HL | ZOLL emsCharts - Core Modules w/ ZOLL Defibs (Per PCR) | 2128 | PCR | $0.85 | 24% | $0.65 | $1,374.69 |
| ZEMSC-FX | HL | ZOLL emsCharts - PCR Faxing (Per PCR) | 2128 | PCR | $0.49 | | $0.49 | $1,042.72 |
| ZFR | HL | ZOLL Fire Reports (Per Incident) | 180 | Incident | $1.08 | 23.997% | $0.82 | $147.75 |
| ZFR-OM | HL | ZOLL Fire Reports - Operations Modules (Per Incident) | 180 | Incident | $0.85 | 24% | $0.65 | $116.28 |
| ZFR-IM | HL | ZOLL Fire Reports - Inventory Module (Per PCR) | 180 | PCR | $0.45 | 24% | $0.34 | $61.56 |
| ZFR-SCH | HL | ZOLL Fire Reports - Scheduling Interface (Per Incident) | 180 | Incident | $0.16 | 23.958% | $0.12 | $21.90 |

### Professional Services

| Item | Lic. Type | Description | Qty | Unit | List Price | Disc | Unit Price | Total |
|---|---|---|---|---|---|---|---|---|
| EMCS-IMP | — | emsCharts Implementation Day (Excludes T&E) | 10 | Day | $1,500.00 | | $1,500.00 | $15,000.00 |
| emscFDC3 | — | emsCharts Fire Reports NFIRS-Format Imports – 3 Years of NFIRS Data | 1 | N/A | $500.00 | | $500.00 | $500.00 |
| emscDC3 | — | emsCharts Data Conversion - 3 years of Data | 1 | N/A | $500.00 | | $500.00 | $500.00 |
| ZBIMP | — | ZOLL Billing Implementation Day (Excludes T&E) | 3 | Day | $1,500.00 | | $1,500.00 | $4,500.00 |

PROFESSIONAL SERVICES FEES: $20,500.00
MONTHLY FEES: $15,237.82

**TOTAL FEES FOR INITIAL TERM:** **$934,769.56**

## Terms

**Replacement of Prior Agreement(s).** This Order replaces and supersedes the existing agreement(s) between ZOLL Data Systems, Inc. and St. Johns County Fire Rescue, including Order Nos. Q-28607, Q-17843, and Q-69175 as of the applicable Monthly Fees Commencement Date.

**General.** The Initial Term will begin on the date of last signature below (the **"Effective Date"**) and will end the number of months indicated above following the Monthly Fees Commencement Date (as defined in the Agreement). Discounted Fees are rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total Fees in this Order were calculated using the actual price, which are the true and binding totals for this Order.

**Choice of Law.** The Agreement will be governed by and interpreted in accordance with the laws of the State of Florida without reference to its choice of law rules.

**Additional Terms for Political Subdivision of the State of Florida.** To the extent expressly required by applicable law, the following provisions will apply and will control over conflicts with the other provisions of the Agreement.

1) **Payments.** Notwithstanding anything to the contrary in Section 2 (Payment) of the Terms and Conditions: (a) pursuant to Section 218.74, Florida Statutes, Customer will pay ZOLL all amounts due under this Agreement within 45 days after the date of the invoice; and, (b) Customer shall have no obligation to pay any expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments, to the extent prohibited by Chapter 768.28, Florida Statutes.

2) **Indemnification.** To the extent the terms and conditions of Subsection 5.2 (Customer) of Section 5 (Indemnification) of the Terms and Conditions are prohibited by Section 768.28, Florida Statutes, Subsection 5.2 shall not apply. To the extent required by Section 768.28, Florida Statutes, the parties agree that Customer's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

3) **Customer Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 6 (LIMITATION OF LIABILITY) OF THE TERMS AND CONDITIONS, TO THE EXTENT REQUIRED BY SECTION 768.28, FLORIDA STATUTES, THE PARTIES AGREE THAT CUSTOMER'S LIABILITY IS SUBJECT TO THE MONETARY LIMITATIONS AND DEFENSES IMPOSED BY SECTION 768.28, FLORIDA STATUTES. NOTHING HEREIN IS INTENDED TO SERVE AS A WAIVER OF SOVEREIGN IMMUNITY BY THE PARTIES, NOR SHALL ANYTHING HEREIN BE CONSTRUED AS CONSENT BY THE PARTIES TO BE SUED BY ANY THIRD PARTY FOR ANY CAUSE OR MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

4) **Verification of Employment Eligibility.** ZOLL and each applicable subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. The rights and remedies provided by Section 448.095, Florida Statutes will apply to ZOLL's violation thereof.

5) **Public Entity Crime Act.** ZOLL represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. ZOLL further represents that there has been no determination that it committed a "public entity crime' as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ZOLL has been placed on the convicted vendor list.

6) **Discriminatory Vendor and Scrutinized Companies List; Countries of Concern.** ZOLL represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. ZOLL represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with Customer on any of the grounds stated in Section 287.135, Florida Statutes. ZOLL represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

7) **Public Records.** Customer is a public agency subject to Chapter 119, Florida Statutes. To the extent ZOLL is acting on behalf of Customer pursuant to Section 119.0701, Florida Statutes, ZOLL shall comply with all applicable public records laws as "contractor," specifically to:
   a. Keep and maintain public records required by the public agency to perform the service.
   b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
   d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

# IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT EMAIL: PUBLICRECORDS@SJCFL.US, PHONE: (904) 209-0805, BY MAIL: CUSTODIAN OF PUBLIC RECORDS, 500 SAN SEBASTIAN VIEW ST. AUGUSTINE, FL 32084.**

8) **Non-appropriations.** ZOLL acknowledges that Customer is a governmental entity, and payments under this Agreement are based upon the availability of public funding under its authority. In the event Customer fails to appropriate funds or make monies available, after making due efforts, for the subsequent fiscal year covered by the term of this Agreement for the Products and Services to be provided, Customer shall notify ZOLL prior to the start of such fiscal year and this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without further liability for such fiscal year payment and such termination shall not be a breach of this Agreement.

9) **Compliance with Florida Statute 287.138.** Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. Pursuant to 287.138 F.S., effective January 1, 2024, if ZOLL may access, receive, transmit, or maintain personal identifiable information under this Agreement, ZOLL must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. The remedies available by statute are available to the County for ZOLL's breach of this section.

10) **Use of County Logo.** Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, ZOLL may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

11) **Independent Relationship.** ZOLL is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. In all respects ZOLL's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. ZOLL does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

12) **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by the County or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

13) **Contract Disputes/Claims.** To the extent expressly required by applicable law, the parties will comply with Section 15 (Contract Disputes/Claims) of County Ordinance No. 2022-22 of the Board of County Commissioners of St. Johns County, Florida.

14) **Audits.** ZOLL shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of Services. The County shall have access (which may provided by electronic means, in ZOLL's discretion, unless prohibited by the auditor) to such ZOLL books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

*<<remainder of page intentionally left blank>>*

This Order is governed by and subject to the terms and conditions, including applicable addenda, available at https://www.zolldata.com/legal, and incorporated herein by reference (the "**Agreement**"). In the event of any inconsistency between the Agreement and this Order, the terms and conditions of this Order will control. By signing below, (1) Customer represents and warrants it has read this Order and the Agreement and agrees to such terms and conditions and (2) each person below represents and warrants that she or he has the authority to bind the party for which she or he is signing.
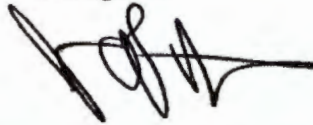
**ZOLL Data Systems, Inc.**

Authorized Signature:

Name _____

Title: _____

Date: _____

**St. Johns County Fire Rescue**

Authorized Signature:

Name _____

Title: _____

Date: _____

THIS APPLICATION SERVICE PROVIDER AGREEMENT ("ASPA") is made as of November 1, 2016 (the "Effective Date"), by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021 ("ZOLL") and St. Johns County Fire Rescue (the "Customer").

**Bill To: St. Johns County Fire Rescue**
3657 Gaines Road
St. Augustine, FL 32084

**Territory Manager:** Jason Meyer       **Expires:** December 31, 2016

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Fee | Monthly Fee |
|---|---|---|---|---|---|---|---|---|
| HEPCRPL | HL | Hosted RescueNet ePCR Plus (Per PCR/Month) | 1331 | $1.50 | 25% | $1.13 | $17,968.50 | $1,497.38 |

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Fee | Monthly Fee |
|---|---|---|---|---|---|---|---|---|
| HFPR | HL | Hosted RescueNet FireRMS Premium (Per Station) | 17 | $225.00 | 25% | $168.75 | $34,425.00 | $2,868.75 |
| HFRMPL | HL | Hosted RescueNet FireRMS-Mobile Plus (Per Device) | 7 | $50.00 | 25% | $37.50 | $3,150.00 | $262.50 |

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Fee | Monthly Fee |
|---|---|---|---|---|---|---|---|---|
| HBPL | HL | Hosted RescueNet Billing Plus (Per Concurrent User) | 6 | $550.00 | 25% | $412.50 | $29,700.00 | $2,475.00 |
| HBEM | HL | Hosted Billing Eligibility Module (Per Number of Billing Licenses) | 6 | $130.00 | | $130.00 | $9,360.00 | $780.00 |

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | One Time Charge | Monthly Fee |
|---|---|---|---|---|---|---|---|---|
| HDMF | --- | Hosted Data Migration Fee (Per GB) | 62 | $16.00 | | $16.00 | $992.00 | N/A |

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Fee | Monthly Fee |
|---|---|---|---|---|---|---|---|---|
| HEPCRMS | --- | Hosted ePCR Managed Services (Per Month) | 1 | $350.00 | | $350.00 | $4,200.00 | $350.00 |

**Comments:** SMS Interface - One is for Telestaff, other interface is for CAD

| | |
|---|---|
| ANNUAL FEES FOR THE THREE-YEAR TERM: | $296,410.50 |
| MONTHLY FEES: | $8,233.63 |
| ONE-TIME CHARGE: | $992.00 |

**Payment Terms:** The first invoice issued under this agreement will be issued upon completion of the implementation services and will be for the sum of any PROFESSIONAL SERVICES fees and any ONE TIME FEES listed above if applicable. In addition, ZOLL will invoice Customer at the end of each calendar month during the Term for the amount of the Monthly Fees listed above. Monthly Fees resulting from a purchase of additional licenses or an upgrade to a higher level model will be added to the next monthly invoice. Otherwise, the invoice for the first Monthly Fees hereunder will be issued 90 days after the Effective Date, or upon completion of the implementation, whichever is earlier (the "Deployment Effective Date"). Upon the Deployment Effective Date, (i) Customer's existing licenses for RescueNet ePCR, RescueNet FireRMS and RescueNet Billing (the "Existing Licenses") shall terminate and (ii) if the Deployment Effective Date is before the end of a quarter, then Customer shall be entitled to a credit from ZOLL for the amount of prepaid Maintenance Fee. All amounts are due within 30 days after the date of the invoice. The Total Professional Services fees, the One Time Fees and the Monthly Fees are hereinafter referred to collectively as the 'Software Fees'.

**Term; Early Termination Fee.** The term of this Initial Order begins on the Effective Date and continues for three (3) years (the "Three-Year Term") unless earlier terminated as set forth in the ASPA. Notwithstanding the ASPA, if this Initial Order is terminated prior to the expiration of the Three-Year Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL early termination fee equal the amount of (x) the Annual Fees for the Three-Year Term minus (y) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of termination for the ASP Services set forth in this Initial Order.

\* **Annual Fee:** The Annual Fees shown above are for twelve-month periods during the Term (beginning on the Effective Date), which will be invoiced and paid as the Monthly Fees as shown above.

Customer Initials:

\* **Monthly Fee (Subject to Adjustment):** The Monthly Fees shown are based on the following options, determined by product: The quantity (Qty) of concurrent users for Billing; the Qty of Stations for FireRMS; and for ePCR, the Qty of PCRs listed in the line item above (the PCR Volume). In the case of ePCR, following 12 months of service (from the completion of implementation), ZOLL will conduct an annual audit of PCR Volume. Should PCR volume exceed 110% of quantity for the 12 month period, ZOLL will invoice customer for the excess above quantity at the per PCR price listed in the line item above. Should a shortage greater than 10% of PCR Volume exist for the 12 month period, ZOLL will issue a credit in the amount of 10% of the Annual Fee. Future billings for ePCR will be adjusted based on the new PCR Volume as determined by the audit for the following 12 month period.

The person signing below represents and warrants that she or he has the authority to bind Customer to the terms of this Agreement. By signing below, the parties agree to the terms and conditions of this Agreement. Once signed, any reproduction of this Agreement, or any attachment or exhibit hereto, made by reliable means (for example, photocopy or facsimile) is considered an original and all ASP Services ordered and provided under this Agreement will be subject to it.

**ZOLL Data Systems, Inc.**

Authorized Signature:

Name:
Title:
Date:

**St. Johns County Fire Rescue**

Authorized Signature:

Name: Jeff Prevatt
Title: Assistant Fire Rescue Chief
Date: 11-28-2016

## 1. Definitions

**1.1.** **"ASP Services"** means the provision of Fire or EMS data management functionality as described hosted by ZOLL and made available to its customers for their internal business use in accordance with the terms of this Agreement.

**1.2.** **"BAA"** means the Business Associate Addendum attached hereto as **Exhibit A**.

**1.3.** **"Confidential Information"** means all trade secrets, business and financial information, computer software, machine and operator instructions, business methods, procedures, know how, and other information that relates to the business or technology of either party and is marked or identified as confidential, or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential. The Software and the Instructions shall be considered ZOLL's Confidential Information, notwithstanding any failure to mark or identify it as such.

**1.4.** **"Fee Based Services"** means the ASP Services for which ZOLL charges Customer a fee.

**1.5.** **"Initial Order"** means the written, mutually executed document preceding these terms and conditions.

**1.6.** **"Instructions"** means the instructions for use of the ASP Services and the documentation and users manuals from time-to-time provided by ZOLL on the ZOLL Site.

**1.7.** **"Intellectual Property Rights"** means any and all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and other proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing.

**1.8.** **"Order Form"** means a written document mutually agreed to and signed by the parties and made a part of this Agreement, setting forth additional ASP Services to be provided to Customer under the terms of this Agreement during the Term.

**1.9.** **"Software"** means the ZOLL software that underlies the ASP Services provided to Customer, as modified, updated, and enhanced.

**1.10.** **"ZOLL Site"** means the web site located at a unique URL to be provided by ZOLL to Customer where end users may download the Software and access and use the ASP Services.

## 2. ASP Services; Payment Obligation; Taxes.

**2.1.** **Provision of ASP Services by ZOLL.** Subject to the terms and conditions of this Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer through the ZOLL Site over normal network connections, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling its users and protection of confidentiality of its login IDs and passwords. The BAA shall apply to the ASP Services. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) the facility(ies) used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL.

**2.2.** **Modifications and Upgrades to ASP Services.** Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, in order to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing, or modifying the functionality or features of the ASP Services accessible by Customer and its users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer's use of them.

**2.3.** **Support and Maintenance.** ZOLL will provide telephone support services during ZOLL's regular business hours for Service questions.

**2.4.** **Payment Obligation.** Fee Based Services provided to Customer will require payment of applicable fees. The fees (the "**Fees**") and terms of use and payment for Fee Based Services are set forth in the Initial Order and any Order Form. All payments must be made in U.S. dollars, unless otherwise agreed by the parties. Any amounts not paid when due will accrue interest at the lesser of 1½% per month or the maximum rate permitted by applicable law from the due date until paid. In addition, ZOLL reserves the right to deny Customer, and its users, access to the ASP Services in the event that any invoice is not paid in a timely manner, or to terminate this Agreement in the case of non-payment of an invoice(s); unless Customer has provided written that the invoice is the subject of a good faith dispute. Customer acknowledges that ZOLL will not be responsible for any damage or liability caused by ZOLL's interruption or termination of the ASP Services in accordance with this Section 2.3 as a result of Customer's failure to pay ZOLL in a timely manner.

**2.5.** **Taxes.** Fees exclude, and Customer will make all payments of the Fees to ZOLL free and clear of, all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges. When applicable, ZOLL may include any taxes that it is required to collect as a separate line item on an invoice. Customer will be responsible for, and will indemnify and hold harmless ZOLL from, payment of all such taxes (other than taxes based on ZOLL's net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery of the ASP Services to Customer hereunder.

## 3. License Grant; Restrictions; Ownership.

**3.1.** **License Grant.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non sublicensable license to access and use the ASP Services using the Software, each as made available to Customer through the ZOLL Site, solely for Customer's internal business purposes and solely in accordance with the Instructions.

**3.2.** **Restrictions.** Customer shall not, and shall not permit any third party to: (a) modify, adapt, alter, translate, or create derivative works from the ASP Services, Software or the Instructions; (b) allow any third party access to or use of the ASP Services; (c) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for the Software; or (d) otherwise use or copy the Software or the Instructions or the ASP Services in any manner not expressly permitted hereunder. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer's login ID, password, or account or any other breach of security.

**3.3.** **Remediation.** If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in Section 3.2 above, Customer will, and will cause its users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (a) discontinuing and limiting any improper access to any data, (b) preventing any use and disclosure of improperly obtained data; (c) destroying any copies of improperly obtained data that may have been made on their systems; (d) otherwise attempting to mitigate any harm from such events; and (e) immediately notifying ZOLL of any such event(s) so that ZOLL may also attempt to remedy the problem(s) and prevent its future occurrence.

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**3.4. Ownership.** The Software, Instructions, ASP Services, all proprietary technology utilized by ZOLL to perform its obligations under this Agreement, and all Intellectual Property Rights in and to the foregoing, are the exclusive property of ZOLL (or, as the case may be, its licensors and suppliers). Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

**4. Customer Content; Security; Backups.**

**4.1. Customer Content.** As between ZOLL and Customer, and without limiting the rights (if any) of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("**Customer Content**"); provided, however, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

**4.2. Security.** Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

**4.3. Backup of Customer Content.** While ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and/or loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

**5. Warranty Disclaimers.**

**5.1. ZOLL Service Warranty.** ZOLL represents and warrants that during the Term of this Agreement, (i) ZOLL has the right to license the ASP Services and Instructions to Customer pursuant to this Agreement and (ii) the ASP Services will materially conform to the Instructions. Customer will notify ZOLL in writing of any breach of this warranty, and request a correction of the warranted nonconformity. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate this Agreement upon written notice to Customer. This Section 5.1 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

**5.2.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE ASP SERVICES ARE PROVIDED "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY; ZOLL DOES NOT PROMISE THAT THE ASP SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, ITS USERS OR ANY THIRD PARTY OR THAT THEY WILL BE AVAILABLE FOR ANY PERIOD AND ZOLL MAKES NO UP-TIME COMMITMENT. ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS.

**5.3** Customer acknowledges and agrees that, in entering into the this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing product and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

**6. Limitation of Liability.** In no event will either party be liable hereunder for any consequential, indirect, exemplary, special, punitive or incidental damages, or for any lost data, lost profits or costs of procurement of substitute goods or services, arising from or relating to this Agreement, however caused and under any theory of liability (including negligence), even if such party has been advised of the possibility of such damages. ZOLL's total cumulative liability in connection with this Agreement and the Software, whether in contract or tort or otherwise, will not exceed the amount paid TO ZOLL BY CUSTOMER FOR the ASP SERVICES provided UNDER THIS AGREEMENT IN THE PREVIOUS SIX (6) MONTH PERIOD. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability, and Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers.

**7. Term and Termination.**

**7.1. Term.** The term of this Agreement ("**Term**") begins on the Effective Date and continues until terminated as set forth herein.

**7.2. Termination.** Either party may terminate this Agreement without cause on twenty (20) days' prior written notice to the other party. Either party may terminate this Agreement immediately if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within thirty (30) days after written notice from the non-defaulting party.

**7.3. Effects of Termination.** Upon termination of this Agreement for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement before such termination will become immediately due and payable, including, in the event of termination of this Agreement (i) by ZOLL under Section 7.2 for a material default or (ii) by Customer under Section 7.2, a termination fee ("**Early Termination Fee**") - if applicable as described in Section 7.4 - equal to the amount, if any, of (x) the initial Annual Fee minus (y) the sum of Monthly Fees (as defined in the Initial Order) paid by Customer to ZOLL hereunder prior to the date of termination during the initial twelve-month period (b) Customer's right to access the ASP Services will immediately terminate; and (c) Customer must (i) promptly discontinue all use of the ASP Services and (ii) return or destroy all copies of the Instructions and the Software in Customer's possession or control.

**7.4 Products Excluded from Early Termination Fee.** RescueNet @Work, RescueNet NetTransit, and stand alone instances of RescueNet Crew Scheduler ASP are excluded from the Early Termination Fee.

**8. Confidentiality.**

**8.1. Protection.** Subject to Section 4 hereof, the party receiving Confidential Information ("**Receiving Party**") from the other party ("**Disclosing Party**") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**8.2. Exceptions.** The Receiving Party's obligations under Section 8.1 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party;

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(b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

## 9. Indemnification.

**9.1.** ZOLL will defend, at its own expense, any action against Customer brought by a third party alleging that the ASP Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at ZOLL's request and expense, assisting in such defense. If the ASP Services become, or in ZOLL's opinion are likely to become, the subject of an infringement claim, ZOLL may, at its option and expense, either: (i) procure for Customer the right to continue using the ASP Services; (ii) replace or modify the ASP Services so that they become non-infringing; or (iii) terminate this Agreement, in whole or in part, as appropriate. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 9.1 or otherwise with respect to any infringement claim based upon: (1) any use of the ASP Services not in accordance with this Agreement; (2) any use of the ASP Services in combination with products, equipment, software, or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for the ASP Services; (4) Customer Content; or (5) any modification of the ASP Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section states ZOLL's entire liability and the Customer's exclusive remedy for any claims of infringement.

**9.2.** Customer shall indemnify, defend and hold ZOLL harmless from and against any and all liabilities, losses, expenses, damages and claims that arise out of information provided to ZOLL by Customer or Customer's use of the ASP Services except to the extent same are due to ZOLL's breach hereof or ZOLL's gross negligence or intentional misconduct.

## 10. General Provisions.

**10.1. Compliance with Laws and Export Regulations.** Customer shall comply with all applicable laws and regulations concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use the Services for any purpose in violation of any applicable laws. Customer agrees to defend, indemnify, and hold harmless ZOLL from and against any and all liabilities, losses, expenses, damages and claims that arise out of violation of any applicable laws or regulations by Customer or any of its agents, officers, directors, or employees.

**10.2. Audits and Inspections.** Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. In addition, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement, including with any limitation on the number of vehicles or other mechanism upon which pricing is based hereunder. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds 5%. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in Section 2.4 above.

**10.3. Assignment.** Customer may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement to an affiliate or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

**10.4. U.S. Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Instructions are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and if provided hereunder are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

**10.5. Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile (fax), or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the Initial Order (or such other address as from time to time provided by such party in accordance with this Section), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

**10.6. Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**10.7. Remedies.** Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the ASP Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof may constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**10.8. Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**10.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

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**10.10. Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

**10.11. Subcontracting by ZOLL.** ZOLL may, in its sole discretion, contract with any third party to provide the ASP Services.

**10.12. Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**10.13. Force majeure.** Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

**10.14. Entire Agreement; Amendment; No Third-Party Beneficiaries; Survival.** This Agreement, including the Initial Order and any Order Forms executed hereunder and any exhibits hereto (including the BAA), and the Terms of Use and Privacy Policy that are accessible on the ZOLL Site constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. If there is any conflict between this Agreement and the Terms of Use, this Agreement shall take precedence. This Agreement may not be amended or any provision hereof waived except in writing signed by both parties. There are no third-party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof.

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### Exhibit A – Business Associate Addendum

This Business Associate Addendum (this "Addendum") is entered into by and between St. Johns County Fire Rescue ("Covered Entity") and ZOLL Data Systems, Inc. ("Business Associate") in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations collectively referred to as "HIPAA") This Addendum amends the terms and conditions of and is hereby incorporated as part of that certain agreement between Covered Entity and Business Associate entitled Application Service Provider Agreement (the "Services Agreement") and attached hereto.

### STATEMENT OF AGREEMENT

§1.    **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HIPAA; provided that PHI shall refer only to protected health information of Covered Entity unless otherwise stated.

§2.    **Compliance and Agents.** Business Associate agrees that to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Addendum with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth in this Addendum. If Covered Entity is required by HIPAA to maintain a Notice of Privacy Practices, Covered Entity shall notify Business Associate of any limitations in such notice to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

§3.    **Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this Addendum, including Section 16 hereof, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Addendum, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

§4.    **Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Addendum.

§5.    **Minimum Necessary.** Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

§6.    **Report of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Addendum and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum.

§7.    **Individual Access.** In accordance with an individual's right to access to their own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

§8.    **Amendment of and Access to PHI.** Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

§9.    **Accounting.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

§10.    **DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

§11.    **Individual Authorizations; Restrictions.** Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

§12.    **Compliance with ARRA.** Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the American Recovery and Reinvestment Act of 2009 ("ARRA") (P.L. 111 5), including all privacy and security regulations issued under ARRA that apply to Business Associate as and when those regulations are effective.

§13.    **Term.** This Addendum shall take effect on the effective date of the Services Agreement, and shall continue in effect unless and until either party terminates this Addendum or the Services Agreement.

§14.    **Breach; Termination; Mitigation.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Addendum, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Addendum. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

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§15.    **Return of PHI.** Business Associate agrees that upon termination of this Addendum, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Addendum to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

§16.    **De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b)&(e). Customer acknowledges and agrees that deidentified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

§17.    **Survival.** All representations, covenants, and agreements in or under this Addendum or any other documents executed in connection with the transactions contemplated by this Addendum, shall survive the execution, delivery, and performance of this Addendum and such other documents. The respective rights and obligations of Business Associate under Section 14 of this Addendum shall survive termination or expiration of this Addendum.

§18.    **Further Assurances; Conflicts.** Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Addendum. The terms and conditions of this Addendum will override and control any conflicting term or condition of the Services Agreement. All non conflicting terms and conditions of the Service Agreement shall remain in full force and effect. Any ambiguity in this Addendum with respect to the Services Agreement shall be resolved in a manner that will permit Covered Entity to comply with HIPAA.

§19.    **Applicable Law.** The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Addendum and may affect the parties' obligations under this Addendum. The parties agree to take such action as is necessary to amend this Addendum from time in order as is necessary for Covered Entity to comply with HIPAA.

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Exhibit B – Service Level Agreement

Service Level Agreement (the "SLA") defines the service levels provided by ZOLL in accordance with delivering its software as a hosted service pursuant to the Application Service Provider Agreement (the "ASP Agreement"), to which this SLA is attached as an exhibit. This SLA is effective upon ZOLL's acceptance of a signed copy of the ASP Agreement from Customer and receipt from Customer of all fees due and payable. Capitalized terms used but not defined herein shall have the same meanings as assigned to such terms in the ASP Agreement.

**1 Service Overview.** ZOLL' hosted services (the "**Hosted Services**") are defined as the service of hosting, on ZOLL's IT platform, the web based Software for use by Customer. ZOLL's IT platform includes the network connectivity, hardware systems, security components and management services supporting the Hosted Services. Specifically excluded from this SLA are the services, software and hardware provided by other third parties (such as cellular network carriers and mobile handset providers), and any other software, services or systems operating outside of ZOLL hosted infrastructure, including any software (including ZOLL's developed software) or systems operating on Customer's premises.

**2 Service Deliverables**

**2.1 Service Deliverables**

**2.1.1 Downtime.** Downtime, expressed in minutes, is any time the Hosted Service is not accessible to Customer and Customer's users.

**2.1.2 Planned Downtime.** Planned Downtime is Downtime including scheduled periods where the Hosted Services may not be available in order for ZOLL to continue to bring the best possible service, features and performance to its customers. Planned Downtime includes, but is not limited to: 1) Standard Maintenance; and 2) Emergency Maintenance. Standard Maintenance is performed when upgrades or system updates need to be applied (i.e. standard software release, non-critical software updates). Emergency maintenance happens when there is a critical system update that needs to be applied quickly to avoid significant downtime (such as hardware patches that address server vulnerabilities or a critical software update).

*Standard Maintenance Windows:* Weekly, Monday and Wednesday between the hours of 7pm to 11pm Mountain Time. Notice will go out at least 24 hours in advance of the planned outage.

*Emergency Maintenance Windows:* **As needed.** Best efforts will be made to provide notice at least 30 minutes in advance of the planned outage.

**2.1.3 Excused Downtime.** Excused Downtime time is Downtime caused by: a) services, software or hardware provided by anyone other than ZOLL (such as the cellular network carrier or the mobile handset provider), b) software, services or systems operating outside of ZOLL hosted infrastructure, including any software (including ZOLL's developed software) or systems operating on Customer's premises; c) a Force Majeure event or a customer related action (e.g. a customer's failure to comply with its obligations under the Application Service Provider Agreement or use of the Hosted Services in ways that were not intended).

**2.1.4 Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{\text{(Downtime - (Planned Downtime + Excused Downtime)}}{\text{Total number of minutes in the calendar month}} \times 100 = x\text{ %, where "x" is Unplanned Downtime.}$$

**2.1.5 Unplanned Downtime Goal.** ZOLL shall provide the Hosted Services such that there is less than 1% of Unplanned Downtime in a calendar month.

**2.1.6 Incident Monitoring and Reporting.** Problems with the Hosted Services can be logged by Customer through the ZOLL support website at support@zoll.com or through the ZOLL's call center at 800-663-3911. An incident report will be created and escalated as appropriate.

**STANDARD ZOLL DELIVERABLES:**

*Online Incident Reporting:* 24x7 reporting through the ZOLL support site, support@zoll.com. Responses shall be provided within 24 hours during normal business hours.

*Call Center Standard Support:* Monday to Friday 6:00am to 6:00pm, Mountain Time.

**2.2 Covered Services / Customer Content**

**2.2.1 Covered Services.** The Hosted Services covered by the Unplanned Downtime Goal are those identified in the ASP Agreement as the ASP Services, that have been activated for Customer, and Customer has accepted and is using in the course of carrying out their normal business operations.

**2.2.2 Availability of Customer Content.** It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes or ongoing management of its operations. Unless specified otherwise in the ASP Agreement, ZOLL will store Customer Content, other than Inactive Data (as defined below), for [5] years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) in ZOLL's working data set. Upon the expiration of such [5]-year period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Customer Content in a ZOLL-provided tool that allows Customer to view, search and print such Customer Content, or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy all Customer Content in its possession or under its control. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL will periodically identify Customer Content that has had no activity associated with it for at least 180 days ("**Inactive Data**") and will notify Customer in writing of its intent to remove the Inactive Data from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (a) Customer wishes to receive such Inactive Data in a ZOLL-provided tool that allows Customer to view, search and print such Inactive Data, or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Data. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Data in its possession or under its control. Except for this Section 2.2.2, the terms of this SLA (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Data.

Customer Initials:

**2.3    Remedies.** A "Service Credit" means a percentage of the monthly service fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for the service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for a particular service exceeds 1%, ZOLL will provide a 10% Service Credit towards Customer's monthly service charge for the service that was affected; provided, that credit is requested by the Customer within 30 days of the end of the calendar month in which the Unplanned Downtime occurred and the Unplanned Downtime is verified by ZOLL. The Service Credit will be applied to a future month's service invoice (typically two months later). Customer service remedy disputes concerning Unplanned Downtime must be made in writing within 60 days from the Unplanned Downtime in dispute and include details on the nature of the outage and date and time of occurrence. Prior to issuance of Service Credits, the incident must be verified by ZOLL. Failure to submit a written request for Service Credit as noted above shall constitute a waiver of such Service Credits by Customer. Further, Service Credits shall not be issued if Customer is not current on all fees due and payable.

**3    Term.** The term of this SLA shall be coincident with the term of the ASP Agreement.

**4    Other Conditions**

**4.1   General Terms & Conditions.** Terms and conditions on use of Hosted Services are contained in the ASP Agreement.

**4.2   Modifications.** Changes to this SLA may be made from time to time at ZOLL's sole discretion. Customer will be notified of any material changes to this SLA.

**4.3 Limitations On Remedies.** The remedies of Section 2 of this SLA shall be Customer's sole and exclusive remedies with respect to ZOLL. exceeding the Unplanned Downtime Goal.

Customer Initials:

1. **DEFINITIONS.** Capitalized terms used in this Exhibit C but not defined in the Agreement shall have the meanings set forth herein.

2. **SERVICES**

**2.1 ZOLL Obligations.** ZOLL agrees to provide the Services as more specifically described in, and in accordance with, any SOW executed under the Agreement.

**2.2 Customer's Obligations.**

(a) Access. Customer shall at its own expense provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Services.

(b) Maintenance of Access Conditions. Customer is responsible for maintaining the conditions of access specified in clause 2.2(a) above and the SOW. ZOLL may suspend its obligations during such period that such conditions of access are not maintained and Customer agrees to reimburse ZOLL for any reasonable costs incurred as a result of such suspension at its then current time and materials rates.

(c) Other Obligations. Customer agrees to perform its obligations hereunder (including the SOW) in a timely manner and shall co-operate and provide ZOLL with requested information to enable ZOLL to perform the Services. To the extent that ZOLL is performing work in accordance with specifications provided by Customer, Customer shall be solely responsible for compliance with all laws and regulations.

3. **EXTENSION OF TIME.**

**3.1 Delay.** Customer acknowledges that time frames and dates for completion of the Services as set out in the SOW are estimates only and the ability to meet them is influenced by a range of factors including: (a)the developing nature of the scope of work; (b)the performance of third party contractors involved in the process; (c)the contribution of resources by the Customer; and (d)times of response by and level of co-operation of Customer. Obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless that is due to negligence of ZOLL. If Customer fails to schedule installation within 6 months from the Effective Date, or postpones or cancels a scheduled installation with less than 30 days notice or Customer requests a change in the timing or duration of the Services with less than 30 days' notice, ZOLL may charge, and Customer shall pay, an additional installation fee plus any additional costs incurred as a result (including, without limitation, a $200 travel change fee to cover increased travel costs as a result of the rescheduling).

**3.2 Changes.** Customer understands that ZOLL's performance is dependent in part on Customer's actions. Accordingly, any dates or time periods relevant to performance by ZOLL hereunder will be appropriately and equitably extended to account for any delays resulting from changes due to Customer's acts or omissions. If either party proposes in writing a change to the scope, timing, or duration of the Services, the other party will reasonably and in good faith consider and discuss with the proposing party the proposed change and a revised estimate of the costs for such change. If Customer elects to have ZOLL develop custom software, Customer agrees that the functionality provided by the custom software is not essential to Customer's use of the Software. If Customer does not use all of the Services purchased, unused Services will be credited.

**3.3 Notification.** Where in ZOLL's reasonable opinion there is likely to be a delay in the provision of Services under any SOW because of a cause beyond the reasonable control of ZOLL (including default or delay of Customer in performing its obligations), ZOLL will: (a)notify Customer of the circumstances of the delay; (b)give details of the likely effect of the delay and develop, at the Customer's expense, a strategy to manage the consequences of the delay; (c)request a reasonable extension of time; and (d)submit to Customer a statement of the variations to the SOW resulting from the delay.

4. **THIS SECTION INTENTIONALLY LEFT BLANK**

5. **OWNERSHIP AND LICENSE.**

**5.1 Ownership.** ZOLL shall retain all right, title and interest in and to: (a)all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (b)all enhancements, modifications, improvements and derivative works of the Software and of each and any of the foregoing; and (c)all Intellectual Property Rights related to each and any of the foregoing (collectively, the "**ZOLL Property**").

**5.2 License.** Provided that Customer is not in breach of any material term of the Agreement or any SOW, ZOLL grants Customer a non-exclusive, non-transferable license, without rights to sublicense, to use the ZOLL Property that is incorporated into deliverables delivered pursuant to an SOW (each, a "**Deliverable**"), solely for Customer's own internal business purposes in connection with the use of the Deliverable and the Software and solely for so long as the licenses to the Software granted pursuant to the Agreement remain in effect.

Customer Initials:

**Exhibit D – Description of License Types**

The license to install and use the Software shall be in accordance with the following license options. The Software may contain a software license management tool (a "**License Manager**") that regulates Customer's use of the Software. If so, all of the licensed activity described below must be subject to the control of the License Manager, and Customer may not install or use the Software in a manner that circumvents or interferes with the operation of the License Manager or any other technological measure that controls access to the Software

**Hosted License** - Hosted License provides access to the ASP Services as described in Section 3.1 and provides Customer the right to install the Software on an unlimited number of compatible personal computers or devices, for use by any number of Customer users to perform Dispatch, Billing, Scheduling, Records Management, or to facilitate the entry of PCRs, as specified on the Initial Order. The license is not limited to any specifically identified Customer users.

Customer Initials:

# ZOLL.

**RescueNet**

## ZOLL Data Systems, Inc.

11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021
(303) 801-0000 Main
(800) 474-4489
(303) 801-1063 Fax
Federal ID#: 65-0461124

**Attn:** St. Johns County Fire Rescue - Kurt Kaunath
(904) 209-1778 / kkaunath@sjcfl.us

**Bill To:** St. Johns County Fire Rescue
3657 Gaines Road
St. Augustine, FL 32084

**Ship To:** St. Johns County Fire Rescue
3657 Gaines Road
St. Augustine, FL 32084

**From:** Jason Meyer
Data - Territory Manager - FL, AL, MS
jmeyer@zoll.com

| | | |
|---|---|---|
| **QUOTATION:** | 00015010 |
| Date: | October 24, 2016 |
| FOB: | Shipping Point |
| Expires: | December 31, 2016 |

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Cost or One Time Charge | Monthly Cost |
|---|---|---|---|---|---|---|---|---|
| HDMF | — | **Hosted Data Migration Fee (Per GB)** One Time fee based on existing data migrated to a hosted solution. | 62 | $16.00 | | $16.00 | $992.00 | N/A |

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Cost or One Time Charge | Monthly Cost |
|---|---|---|---|---|---|---|---|---|
| HFPL | HL | **Hosted RescueNet FireRMS Plus (Per Station)** Inc: NFIRS Incidents, Hydrants, EMS Reporting, Vehicles, Personnel, Equipment, Roster, Daybook, Training, Messaging, Credentials, Reports, Occupancies, Sync Mgr, 3rd Party Monitor SDK, Security and Admin, 1 SMS Interface. | 17 | $200.00 | 25% | $150.00 | $30,600.00 | $2,550.00 |
| HFRMPL | HL | **Hosted RescueNet FireRMS-Mobile Plus (Per Device)** Provides access to all modules of FireRMS including occupancy inspections on a tablet or laptop PC in the field. Supports an environment where the mobile device moves in and out of connectivity. Requires Sync Manager. | 6 | $50.00 | 25% | $37.50 | $2,700.00 | $225.00 |

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Cost or One Time Charge | Monthly Cost |
|---|---|---|---|---|---|---|---|---|
| HEPCRPR | HL | **Hosted RescueNet ePCR Premium (Per PCR/Month)** Includes: TabletPCR app, WebPCR app, iOS PCR app, Security, Reporting, NEMSIS Extract, 3 OTS Extracts, Fax Service, BatchPDF Extract, 3rd Party Monitor SDK, 3rd Party CAD Base Framework, HL7 Interface. | 1331 | $2.00 | 25% | $1.50 | $23,958.00 | $1,996.50 |

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Cost or One Time Charge | Monthly Cost |
|---|---|---|---|---|---|---|---|---|
| SUEPCRM CI | --- | **Hosted Managed Services (ePCR or FRMS) - Setup** | 1 | $3,000.00 | | $3,000.00 | $3,000.00 | N/A |
| SUEPCRMS 50 | --- | **Hosted Managed Svcs (ePCR or FRMS) 16-50 Vehicles (Per Month)** | 2 | $75.00 | | $75.00 | $1,800.00 | $150.00 |

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Cost or One Time Charge | Monthly Cost |
|---|---|---|---|---|---|---|---|---|
| HBPL | HL | **Hosted RescueNet Billing Plus (Per Concurrent User)** Includes: Security, Professional Reports, Trip Import & Update API, 4 companies, Base Forms & ECMs, +3 ECM, +4 Paper Forms, Image Viewer OR Autoattach, NEMSIS Import | 6 | $550.00 | 25% | $412.50 | $29,700.00 | $2,475.00 |

# ZOLL.

**RescueNet**

## ZOLL Data Systems, Inc.
11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021
(303) 801-0000 Main
(800) 474-4489
(303) 801-1063 Fax
Federal ID#: 65-0461124

**TO: St. Johns County Fire Rescue - Quote No: 00015010 Continued**

|  |  |  |  |  |  |  |  |  |
|---|---|---|---|---|---|---|---|---|
|  |  | OR Trip Import Agent |  |  |  |  |  |  |
| HBEM | HL | **Hosted Billing Eligibility Module (Per Number of Billing Licenses)**<br>In conjunction with ZirMed and Gateway, determines patient eligibility by using trip and patient demographic data. The patient's full benefit detail is then displayed in RescueNet Billing and may be used to determine the next step in the billing process. | 6 | $130.00 |  | $130.00 | $9,360.00 | $780.00 |

|  |  |
|---|---|
| ANNUAL FEES: | $98,118.00 |
| MONTHLY FEES: | $8,176.50 |
| PROFESSIONAL SERVICES: | $3,000.00 |
| ONE TIME CHARGES: | $992.00 |

1. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT TIME OF INVOICING.
2. ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
3. DELIVERY OF ADDITIONAL SOFTWARE LICENSES IS TYPICALLY MADE WITHIN 48 HOURS FOLLOWING THE RECEIPT OF A SIGNED ORDER FORM.
DELIVERY OF ROAD SAFETY ADD ON COMPONENTS ARE TYPICALLY MADE THE FRIDAY FOLLOWING THE RECEIPT OF THE ORDER.
4. FURTHER TERMS & CONDITIONS APPLY AND ARE DEFINED IN THE ZOLL MASTER SOFTWARE LICENSE AGREEMENT (MSLA), APPLICATION SERVICE PROVIDER AGREEMENT (ASPA) OR HARDWARE ORDER AGREEMENT.

**THIS ORDER FORM** (this "Order") is entered into as of September 18, 2018 (the "**Effective Date**") and is subject to and made part of the Agreement between ZOLL Data Systems, Inc., ("**ZOLL**") and St. Johns County Fire Rescue (the "**Customer**"). Unless expressly stated otherwise in this Order Form, capitalized terms shall have the meanings given to them in the Agreement.

| Bill To: St. Johns County Fire Rescue<br>3657 Gaines Road<br>Saint Augustine, FL 32084<br><br>Email for Notices: jprevatt@sjcfl.us | Ship To: St. Johns County Fire Rescue<br>3657 Gaines Road<br>Saint Augustine, FL 32084 |
|---|---|

Territory Manager: Jason Meyer

Offer Expires:     12/31/2018

### ASP Services

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Fees or One Time Charge | Monthly Fees |
|---|---|---|---|---|---|---|---|---|
| HBPRO-03 | HL | RescueNet Billing Pro (Per Transport/Month) - 3 Year | 1247 | $2.24 | 4.005% | $2.15 | $32,176.80 | $2,681.40 |

**Comments:**

| | |
|---|---|
| *MONTHLY FEES: | $2,681.40 |
| *ANNUAL FEES: | $32,176.76 |
| ANNUAL FEES FOR MULTI-YEAR TERM: | $96,530.27 |

**TOTAL FEES FOR MULTI-YEAR TERM:          $96,530.27**

**ASP Services Payment Terms:** ZOLL will invoice Customer on the Effective Date and at the beginning of each calendar month during the Term for the amount of the Monthly Fees for each of the ASP Services listed above (i) prorated to account for any partial month, (ii) increased or decreased as set forth in the Adjustments to Fees section below and (iii) if such Monthly Fees are based on the quantity of Concurrent Users, increased by an amount equal to $10 per month for any Registered User in excess of 200% of the Concurrent Users Cap. Additionally, ZOLL will invoice Customer on the Effective Date for any One-Time Fees listed above.

Monthly Fees are payable in advance for each month of ASP Services ("**Monthly Service Period**"), except for the first Monthly Service Period. Accordingly, the first invoice for Monthly Fees shall be for the amount of the Monthly Fee for the first Monthly Service Period and the Monthly Fee for the second Monthly Service Period. Each subsequent invoice shall be for the amount of the Monthly Fee

**Term.** Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Effective Date and continue for 36 months after the Deployment Effective Date (the "Multi-Year Term") and (ii) after the Multi-Year Term, this Order automatically shall continue until so terminated.

**Early Termination Fee.** Notwithstanding the Agreement, if this Order is terminated prior to the expiration of the Multi-Year Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal the amount of (i) the Annual Fees for Multi-Year Term minus (ii) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of termination for the ASP Services set forth in this Order.

**\* Adjustments to Fees:** Fees are subject to adjustment based on quantity as specified below ("Qty"), including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

| Product | Basis for Adjustment |
|---|---|
| Billing Pro | Qty of transports (the "**Transport Volume**") listed in the line item above. ZOLL may conduct an audit of Transport Volume following the 12th month after the Deployment Effective Date for Billing Pro and each anniversary of such date (a "**Transport Audit**"). Should actual Transport Volume (the "**Actual Transport Volume**") for the preceding 12-month period (the "**Transport Audit Period**") exceed 110% of the quantity of Transports that was the basis for Monthly Fees in the Transport Audit Period multiplied by 12 (the "**Estimated Transport Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-transport price listed above (the "**Per-Transport Price**"). Should the Actual Transport Volume be less than the Estimated Transport Volume by more than 10% during the Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Transport Volume multipled by the Per-Transport Price. Future billings of the Monthly Fee will be adjusted based on the Actual Transport Volume as determined by the Transport Audit; provided, that the Monthly Fee shall not decrease by more than 10%. |

     Customer Initials:

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original.
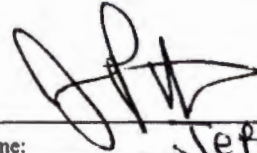
**ZOLL Data Systems, Inc.**
*Authorized Signature:*

**St. Johns County Fire Rescue**
*Authorized Signature:*

| | |
|---|---|
| Name: | Name: Jeff Prevatt |
| Title: | Title: Fire Chief |
| Date: | Date: 10/4/18 |

# MEMBERSHIP and SERVICE AGREEMENT

| Client Name: | Board of County Commissioners St Johns County |
|---|---|
| Primary Contact: | Karen Hewitt |
| Company Website/URL: | |
| Does your company have an NPI? | (Check one) ☒ Yes    ☐ No<br>NPI:_____1720071343_____ |
| Company Tax ID: | 596000825 |
| Years In Business: | 25 |
| Do you have a D/B/A? If so, what is it? | St. Johns County Fire Rescue |
| Do you currently or have you previously accessed credit report data? If so, from which bureau? | no |
| Ownership Type: | (Check one) ☐ Partnership    ☐ Sole Proprietor    ☒ Nonprofit    ☐ Corporation    ☐ LLC |
| Physical Address: | 3657 Gaines Road, St. Augustine, FL  32084 |
| Business Type: | (Check one) ☒ Provider    ☐ Provider Agent (i.e. billing company) |
| Anticipated monthly record volume: | 1250 |
| Scope: | ☒ Regional    ☐ National |
| Permissible Use Statement and Intent: | Client hereby requests access to Payor Logic Services for the purpose's' of:<br>*To use in the normal course of business to verify the accuracy of information submitted by the consumer and if it is not correct, to obtain the correct information.* |

1. Client desires to obtain demographic verification, credit and/or insurance eligibility Services pursuant to the following terms and conditions:

   i) With respect to each Client request for demographic verification, credit and/or insurance eligibility Services, Client and its employees shall comply with all applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act ("GLB"), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, the Drivers Privacy Protection Act (18 U.S.C. Section 2721 *et seq.*) ("DPPA") and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, as they each may be respectively interpreted from time to time, by competent legislative, regulatory or judicial authority.

   ii) With respect to each Client request for demographic verification, credit and/or insurance eligibility Services, Client also hereby certifies that Client is the user of the Demographic Verification, Credit and/or Insurance Eligibility Services and that Client and its employees ("Clients") will request, obtain and use such Demographic Verification, Credit and/or Insurance Eligibility Services only for the following Permitted Use ("Permitted Use"):

   - To use in the normal course of business to verify the accuracy of information submitted by the patient or guarantor and if it is not correct, to obtain the correct information, to protect against or prevent fraud, unauthorized or invalid claims, hardship qualification or other liability.

# MEMBERSHIP and SERVICE AGREEMENT

iii) Client shall not request, obtain or use demographic verification, credit and/or insurance eligibility Services for marketing purposes nor for any other purpose, except as expressly provided herein. Moreover, Client shall not take any adverse action, which is based in whole or in part on the demographic verification or credit Services, against any consumer. For the purposes of this Agreement, the terms "adverse action" and "consumer" shall have the same respective meaning as those terms are defined in the FCRA.

iv) In no event shall Client use the demographic verification or credit Services, in whole or in part, as a factor in establishing an individual's creditworthiness for (i) credit or insurance, or (ii) employment, nor for any other purpose under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) ("FCRA").

v) To the extent that the demographic verification or credit Services requested by Client utilizes, in whole or in part, Consumer Reports as defined in the FCRA, Client certifies that it will request and use each such requested demographic verification or credit Service for the permissible purpose certified below:

☒ In connection with a transaction involving the individual on whom the information is to be furnished and involving the extension of credit to the individual.

2. Client expressly acknowledges and agrees that where the demographic verification or credit Services to be provided to Client under this Agreement utilizes Reference Services or Consumer Reports, Payor Logic and its Credit Reporting Agency data sources express no opinion regarding a Consumer's creditworthiness in rendering such demographic verification or credit Services. Moreover, in the event Client's requested demographic verification or credit Services utilize, in whole or in part, Consumer Reports, without limiting Client's obligations set forth elsewhere in this Agreement, Client shall comply with any and all adverse action notice requirements of the FCRA.

3. Consumer Reports and Reference Services:

   i) Demographic Verification via Reference Services: Client is a healthcare provider or provider agent and certifies it is obtaining demographic data for the aforementioned purpose in Section 1. iii) as being encompassed by Section (6802)(e) of the GrammLeach-Bliley Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) ("GLB") and the United States Federal Trade Commission rules promulgated thereunder and no other purpose.

   ii) Credit Data via Consumer Reports: Client is a healthcare provider or provider agent and certifies it has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA").

4. Client certifies that Client shall use the demographic or consumer report data: (a) solely for the Client's certified use(s); and (b) solely for Client's exclusive one-time use. Client shall not request, obtain or use demographic or consumer report data for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the consumer reports or Reference Services. The consumer report data shall be requested by, and disclosed by Client only to Client's designated and authorized employees having a need to know and only to the extent necessary to enable Client to use the demographic data or Consumer Reports in accordance with this Agreement. Client shall ensure that such designated and authorized employees shall not attempt to obtain any demographic data or Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.

   i) Client will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

   ii) With just cause, such as violation of the terms of the Client's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Client's agreement, Payor Logic may, upon its election, discontinue serving the Client and cancel the agreement immediately.

# MEMBERSHIP and SERVICE AGREEMENT

5. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

6. Client shall use each Consumer Report for a one-time use and shall hold the report in strict confidence, and not disclose it to any non-agent third parties; provided, however, that Client may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report data. Moreover, unless otherwise explicitly authorized in an agreement between Payor Logic and its Client, or as explicitly otherwise authorized in advance and in writing by a credit reporting agency through Payor Logic, Client shall not disclose to consumers or any non-agent third party, any or all such scores provided under such agreement, unless clearly required by law.

7. Client will request Scores only for Client's exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

8. Vermont Certification. When Client requests a consumer report on a Vermont resident, Client agrees to comply with Vermont law (including without limitation, 9 V.S.A. 2480e and 2480g). Client expressly agrees to obtain the consumer's consent before requesting a consumer report to the extent and in the manner required by Vermont law.

9. Agent Designation. Client hereby confirms and designates Payor Logic as Client's agent for the limited and sole purpose of, on Client's behalf, requesting, receiving, handling, processing and delivering to Client the Services.

10. Responsibilities of Billing Agent (if applicable): Billing Agents who operate independently from their healthcare provider clients in utilizing demographic or credit Services shall set the criteria for utilizing the Services and shall determine if and when to utilize the Services. The Billing Agent shall not provide nor share data results of the Services with any other third party, including but not limited to the Billing Agent's healthcare provider clients. The Billing Agent shall direct its provider clients to secure the written consent of their patients for the provider or Billing Agent to obtain a patient's consumer report, as part of the provider's conditions of admission or other related patient consent forms.

**Acceptance:** By signing below, each party accepts the entire Agreement. Any individual signing on behalf of Client warrants and represents that the individual executing this Agreement on behalf of Client has requisite knowledge, power and authority to execute this Agreement.

**PAYOR LOGIC, INC.**

Signature: _____

Name: _____

Title: _____

Date: _____

**CLIENT**

Signature: _____

Name: Jeff Prevatt

Title: Fire Chief

Date: 10/4/18

Proprietary and Confidential

Please return a signed copy to your sales person or to contracts@payorlogic.com or at Client's option, mail hard copy to:
Payor Logic, Inc., PO Box 750803 Dayton, OH 45475.

Order No.: Q-17843

**THIS ORDER FORM** (this "Order") is made as of the date on which both parties have signed below (the "Effective Date") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021., accountsreceivable@zoll.com ("ZOLL") and St. Johns County Fire Rescue (the "Customer").

| Bill To: St. Johns County Fire Rescue | Ship To: St. Johns County Fire Rescue |
|---|---|
| 3657 Gaines Road | 3657 Gaines Road |
| Saint Augustine, FL 32084 | Saint Augustine, FL 32084 |
| Email for Notices: aland@sjcfl.us | |

Territory Manager: Kayleb Bowes

Offer Expires: 12/31/2021

**ASP Services**

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Fees or One Time Charge | Monthly Fees |
|---|---|---|---|---|---|---|---|---|
| HBPL | HL | Hosted RescueNet Billing Plus (Per Concurrent User) | 6 | $594.88 | 27.883% | $429.01 | $30,888.72 | $2,574.06 |
| HBPRO3 | HL | RescueNet Billing Pro (Per Transport/Month) - 3 Year | 1247 | $2.33 | 4.041% | $2.24 | $33,456.96 | $2,788.08 |
| HEPCRPL | HL | Hosted RescueNet ePCR Plus (Per PCR/Month) | 1331 | $1.62 | 27.469% | $1.18 | $18,767.16 | $1,563.93 |
| HFPR | HL | Hosted RescueNet FireRMS Premium (Per Station) | 17 | $243.36 | 27.88% | $175.51 | $35,804.16 | $2,983.68 |
| HFRMPL | HL | Hosted RescueNet FireRMS-Mobile Plus (Per Device) | 7 | $54.08 | 27.88% | $39.00 | $3,276.24 | $273.02 |
| HFRMPL | HL | Hosted RescueNet FireRMS-Mobile Plus (Per Device) | 1 | $54.08 | 25% | $40.56 | $486.72 | $40.56 |
| H3RD | --- | ZOLL Hosted 3rd Party Software Access (Per Month) | 1 | $52.00 | 100% | $0.00 | $0.00 | $0.00 |

**Professional Services**

| Item | Lic. Type | Description | Qty | List Price | Disc | Adj. Price | Annual Fees or One Time Charge | Monthly Fees |
|---|---|---|---|---|---|---|---|---|
| HEPCRMS | --- | Hosted ePCR Managed Services (Per Month) | 1 | $350.00 | -4% | $364.00 | $4,368.00 | $364.00 |

Comments:

| | |
|---|---|
| *MONTHLY FEES: | $10,587.33 |
| *ANNUAL FEES: | $127,047.91 |
| ANNUAL FEES FOR INITIAL TERM: | $635,239.55 |

**TOTAL FEES FOR INITIAL TERM:** **$635,239.55**

Customer Initials:

<div align="center">Order Form</div>

<div align="right">Order No.: <u>Q-17843</u></div>

**Professional Services Expenses.** Customer will reimburse ZOLL for Expenses incurred by ZOLL in providing the Professional Services. Any estimated Expenses above are based on the facts that ZOLL currently knows and represent ZOLL's good faith assessment of the time and materials required.

**ASP Services Payment Terms:** ZOLL will invoice Customer upon the earlier of the Deployment Date or 60 Days after the Effective Date (the "**Monthly Fees Commencement Date**") and at the beginning of each calendar month during the Term for the amount of the Monthly Fees for each of the ASP Services listed above (i) prorated to account for any partial month, (ii) increased or decreased as set forth in the Adjustments to Fees section below and (iii) if such Monthly Fees are based on the quantity of Concurrent Users, increased by an amount equal to $10 per month for any Registered User in excess of 200% of the Concurrent Users Cap. Additionally, ZOLL will invoice Customer on the Monthly Fees Commencement Date for any One-Time Fees listed above.

Monthly Fees are payable in advance for each month of ASP Services ("**Monthly Service Period**"), except for the first Monthly Service Period. Accordingly, the first invoice for Monthly Fees shall be for the amount of the Monthly Fee for the first Monthly Service Period and the Monthly Fee for the second Monthly Service Period. Each subsequent invoice shall be for the amount of the Monthly Fee

**Term.** Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Effective Date and continue for 60 months after the Monthly Fees Commencement Date (the "Initial Term") and (ii) after the Initial Term, this Order automatically shall continue on a month-to-month basis until so terminated.

**Early Termination Fee.** Notwithstanding the Agreement, if this Order is terminated prior to the expiration of the Initial Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal the amount of (i) the Annual Fees for the Initial Term minus (ii) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of terminationfor the ASP Services or Software set forth in this Order.

\* **Adjustments to Fees:** Fees are subject to adjustment based on quantity as set forth in the attached Adjustment-to-Fees Addendum, including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

**THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT https://www.zolldata.com/legal, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.**

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original.

**ZOLL Data Systems, Inc.**
Authorized Signature:

DocuSigned by:

*Sandy King*
D1D2A604C6944D5...

Name: Sandy King

Title: Director of Operational Accounting

Date: 12/10/2021 | 13:22 PST

**St. Johns County ~~Fire Rescue~~**
Authorized Signature:

Name: Leigh A. Daniels

Title: Purchasing Manager

Date: 12/10/21

\* **Adjustments to Fees:** Fees in the Order Form to which this addendum is attached (the "**Order**"), and of which it is a part, are subject to adjustment based on quantity as specified below ("**Qty**"), including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

| Product | Basis for Adjustment |
|---|---|
| Billing Pro | Qty of transports (the "**Transport Volume**") listed in the line item in the Order. ZOLL may conduct an audit of Transport Volume following the 12th month after the Monthly Fees Commencement Date for Billing Pro and each anniversary of such date (a "**Transport Audit**"). Should actual Transport Volume (the "**Actual Transport Volume**") for the preceding 12-month period (the "**Transport Audit Period**") exceed 110% of the quantity of transports that was the basis for Monthly Fees in the Transport Audit Period multiplied by 12 (the "**Estimated Transport Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-transport price listed in the Order (the "**Per-Transport Price**"). Should the Actual Transport Volume be less than the Estimated Transport Volume by more than 10% during the Transport Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Transport Volume multiplied by the Per-Transport Price. Future billings of the Monthly Fee will be adjusted based on the Actual Transport Volume as determined by the Transport Audit; *provided, that* the Monthly Fee shall not decrease by more than 10%. |
| ZOLL emsCharts<br><br>ZOLL emsCharts – Critical Care | Qty of PCRs (the "**PCR Volume**") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12th month after the Monthly Fees Commencement Date for *ZOLL emsCharts* and each anniversary of such date (a "**PCR Audit**"). Should actual PCR Volume (the "**Actual PCR Volume**") for the preceding 12-month period (the "**PCR Audit Period**") exceed 110% of the quantity of PCRs that was the basis for Monthly Fees in the PCR Audit Period multiplied by 12 (the "**Estimated PCR Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-PCR price listed in the Order (the "**Per-PCR Price**"). Should the Actual PCR Volume be less than the Estimated PCR Volume by more than 10% during the PCR Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated PCR Volume multiplied by the Per-PCR Price. Future billings of the Monthly Fee will be adjusted based on the Actual PCR Volume as determined by the PCR Audit; *provided, that* the Monthly Fee shall not decrease by more than 10%. |
| ZOLL Fire Reports | Qty of Fire Reports (the "**Fire Report Volume**") listed in the line item in the Order. ZOLL may conduct an audit of Fire Report Volume following the 12th month after the Monthly Fees Commencement Date for ZOLL Fire Reports and each anniversary of such date (a "**Fire Report Audit**"). Fire Report Volume (the "**Actual Fire Report Volume**") for the preceding 12-month period (the "**Fire Report Audit Period**") exceed 110% of the quantity of Fire Reports that was the basis for Monthly Fees in the Fire Report Audit Period multiplied by 12 (the "**Estimated Fire Report Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-Fire Report price listed in the Order (the "**Per-Fire Report Price**"). Should the Actual Fire Report Volume be less than the Estimated Fire Report Volume by more than 10% during the Fire Report Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Fire Report Volume multiplied by the Per-Fire Report Price. Future billings of the Monthly Fee will be adjusted based on the Actual Fire Report Volume as determined by the Fire Report Audit; *provided, that* the Monthly Fee shall not decrease by more than 10%. |
| EMS Mobile Health | Qty of the tier based on number of visits. Following six months from the Monthly Fees Commencement Date and every six months thereafter, ZOLL will conduct an audit of the number of monthly visits (the "**Visit Volume**"). Should the monthly Visit Volume for any six month period exceed 110% of the maximum monthly visits for the current tier, then commencing the first month after the completion of the audit, ZOLL will invoice Customer based on the new Visit Volume as determined by the audit and based on the following tiers: (i) $750.00 for 1-150 visits per month; (ii) $1,250.00 for 151-300 visits per month; (iii) $2,000.00 for 301-600 visits per month; and (iv) as quoted by ZOLL more than 600 visits per month. |
| Packaged Services | Qty of trips (the "**Trip Volume**") listed in the line item in the Order; *provided, that* should actual Trip Volume for any month exceed the quantity of trips listed in the line item in the Order, then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Packaged Services– Overage line item in the Order. |
| Packaged Services Premium | Qty of trips (the "**Trip Volume**") listed in the line item in the Order; *provided, that* should actual Trip Volume for any month exceed the quantity of trips listed in the line item in the Order, then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Packaged Services Premium – Overage line item in the Order. |
| *RescueNet*® Billing | Qty of Concurrent Users. |
| *RescueNet* Dispatch | Qty of Concurrent Users. |
| *RescueNet* Eligibility | Qty of trips. |
| *RescueNet* FireRMS | Qty of stations. |
| *RescueNet* Navigator | Qty of Customer vehicles. |
| *RescueNet* @Work | Qty of Customer vehicles estimated in Order. |
| *RescueNet*® ePCR | Qty of PCRs (the "**PCR Volume**") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12th month after the Monthly Fees Commencement Date for *RescueNet* ePCR and each anniversary of such date (a "**PCR Audit**"). Should actual PCR Volume (the "**Actual PCR Volume**") for the preceding 12-month period (the "**PCR Audit Period**") exceed 110% of the quantity of PCRs that was the basis for Monthly Fees in the PCR Audit Period multiplied by 12 (the "**Estimated PCR Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-PCR price listed in the Order (the "**Per-PCR Price**"). Should the Actual PCR Volume be less than the Estimated PCR Volume by more than 10% during the PCR Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated PCR Volume multiplied by the Per-PCR Price. Future billings of the Monthly Fee will be adjusted based on the Actual PCR Volume as determined by the PCR Audit; *provided, that* the Monthly Fee shall not decrease by more than 10%. |
| Mobile Care Connect Variable Fee | Qty of trips (the "**Trip Volume**") listed in the line item above. ZOLL may conduct an audit of Trip Volume following the 12th month after the Monthly Fees Commencement Date and each anniversary of such date (a "**Trip Audit**"). Should actual Trip Volume (the "**Actual Trip Volume**") for the preceding 12-month period (the "**Trip Audit Period**") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "**Estimated Trip Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed above, subject to increase in accordance with the Agreement (the "**Per-Trip Price**"); *provided, that* should Actual Trip Volume during any calendar month during the Trip Audit Period be (i) less than 300 trips, then the Monthly Fee attributable to such month will be the Per-Trip Price multiplied by 300 or (ii) more than 1,800 trips, then Monthly Fee attributable to such month will be the Per-Trip Price multiplied by 1,800 (the "**Adjusted Trip Volume**"). Future billings of the Monthly Fee will be adjusted based on the Adjusted Trip Volume. |

| Product | Basis for Adjustment |
|---------|----------------------|
| ZOLL Billing | Qty of claims (the "**Claim Volume**") listed in the line item in the Order. ZOLL may conduct an audit of Claim Volume following the 12th month after the Monthly Fees Commencement Date for ZOLL Billing and each anniversary of such date (a "**Claim Audit**"). Should actual Claim Volume (the "**Actual Claim Volume**") for the preceding 12-month period (the "**Claim Audit Period**") exceed 110% of the quantity of claims that was the basis for Monthly Fees in the Claim Audit Period multiplied by 12 (the "**Estimated Claim Volume**"), then ZOLL will invoice Customer for such excess multiplied by the following applicable per-claim price, determined as if such excess were the final claims in Actual Claim Volume, less any discounts specified in the Order: (i) $4.25 per claim for 25,000 or fewer claims per year; (ii) $4.05 per claim for 25,001 to 100,000 claims each year; or (iii) $3.85 per claim for greater than 100,000 claims per year (the "**Per-Claim Price**"). Future billings of the Monthly Fee will be adjusted based on the Actual Claim Volume as determined by the Claim Audit; *provided, that* the Monthly Fee shall not decrease by more than 10%. |
| ZOLL Respond | Qty of trips (the "**Trip Volume**") listed in the line item in the Order. ZOLL may conduct an audit of Trip Volume following the 12th month after the Monthly Fees Commencement Date for ZOLL Respond and each anniversary of such date (a "**Trip Audit**"). Should actual Trip Volume (the "**Actual Trip Volume**") for the preceding 12-month period (the "**Trip Audit Period**") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "**Estimated Trip Volume**"), then ZOLL will invoice Customer for such excess multiplied by $.80 per trip (the "**Per-Trip Price**"). Future billings of the Monthly Fee will be adjusted based on the Actual Trip Volume as determined by the Trip Audit; provided, that the Monthly Fee shall not decrease by more than 10%. Actual Trip Volume includes only trips that have entered transporting status. |

Customer Initials: