Master Products and Services Agreement
Initial Order

THIS MASTER PRODUCTS AND SERVICES AGREEMENT, including the attached terms and conditions (the "**Terms and Conditions**"), is made as of November 27, 2017 (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 Marion County Board of County Commissioners, a political subdivision of the State of Florida (the "**Customer**").

Bill To:	Marion County Board of County Commissioners, a political subdivision of the State of Florida 2631 SE 3rd Street Ocala, FL 34471	Ship To:	
Email for Notices:			
Territory Manager:		**Offer Expires:**	

Existing Products and Services. All Products and Services previously ordered by Customer from ZOLL under or in connection with any agreements executed by the parties, including pursuant to orders thereunder, or otherwise shall be deemed to be ordered under, and subject to, this Agreement.

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 Agreement. By signing below, the parties agree to the terms and conditions of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original and all Products and Services ordered and provided under this Agreement will be subject to it.

ZOLL Data Systems, Inc.

Signature:

Sandy King

Name: **Sandy King**
        Accounting Operations Manager
Title: _____

Date: _11/27/17_

Marion County Board of County Commissioners, a political subdivision of the State of Florida

Signature:

Kathy Bryant

Name: KATHY BRYANT
Title: CHAIRMAN
Date: DEC 0 5 2017

18C-050

Customer Initials

Master Products and Services Agreement
Terms and Conditions

1. **Orders.** ZOLL shall provide, and Customer shall obtain, the ASP Services, Software, Road Safety Products and Road Safety Parts (the "**Products**") and Professional Services and Maintenance Services (the "**Services**") identified in the Initial Order preceding these Terms and Conditions (the "**Initial Order**") and any Order Form for additional Products or Services ("**Order Form**") or statement of work for Professional Services ("**SOW**") mutually agreed, executed and made a part of this Agreement.

2. **Payment.** Customer shall pay ZOLL for Products and Services as provided in the Initial Order and any Order Forms (collectively, "**Orders**"), SOWs and this Agreement. All payments must be in U.S. dollars, unless otherwise agreed by the parties. Unless otherwise expressly provided in an applicable Order or SOW, Customer will pay ZOLL all amounts due under this Agreement within 30 days after the date of the invoice. ZOLL reserves the right to deny Customer and Customer's employees, directors, principals, partners, consultants and agents authorized to use ASP Services or Software on behalf of Customer and registered for such use through the a website at a unique URL to be provided by ZOLL to Customer (the "**ZOLL Site**") or by email in accordance with ZOLL's procedures for such purpose ("**Registered Users**") access to the ASP Services, and to cease providing any or all of the Products and Services, in the event that any invoice is not paid in a timely manner. Customer acknowledges that ZOLL will not be responsible for any damage or liability caused by such cessation. Payment terms are subject to ZOLL's credit approval. ASP Services Fees, Software Fees, Road Safety Fees, Maintenance Fees and Professional Services Fees (collectively, the "**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 ("**Taxes**"). When applicable, ZOLL may include any Taxes that it is required to collect as a separate line item on an invoice. If Customer is Tax exempt or pays state Taxes directly, then prior to invoicing, Customer must provide ZOLL with a copy of a current tax exemption certificate issued by Customer's state taxing authority for the given jurisdiction. Unless otherwise provided in the applicable Order or SOW, Customer will reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL ("**Expenses**") in providing the Professional Services or, if Customer requests that Maintenance Services be performed at Customer's site, in providing such Maintenance Services. Fees are exclusive of, and Customer will pay, all shipping and other transportation charges, insurance and installation charges. For the purpose of payment, "**Deployment Date**" means the date upon which the deployment of a Product is complete and it is able to function as described in the warranty for such Product in this Agreement, regardless of whether Customer actually uses such Product. "**Deployment Effective Date**" means the earlier of (a) the Deployment Date of a Product or (b) 90 days from the Effective Date (the "**Latest Deployment Date**") of the Order for such Product, unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Professional Services to deploy a Product, the Effective Date; *provided, that* the Latest Deployment Date for the Eligibility module and Road Safety Products shall be 180 days from the Effective Date. Usage-based Fees are payable in arrears, and flat Fees are payable in advance. ZOLL may increase Fees annually.

3. **Warranties.** The warranties for the Products and Services are solely and expressly as set forth in the ASP Services Addendum, Software License Addendum, Road Safety Addendum, Maintenance Services Addendum and Professional Services Addendum attached to this Agreement (collectively, the "**Addenda**"). EXCEPT AS EXPRESSLY SET FORTH IN THE ADDENDA, (A) THE PRODUCTS AND SERVICES ARE PROVIDED STRICTLY "**AS IS**", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) 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, INCLUDING THE ADDENDA, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Products and Services may be new or used. 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.

4. **Confidentiality.**

4.1. Protection. Neither party will use any trade secrets, business or financial information, computer software, machine or operator instructions, business methods, procedures, know how, technical, marketing, financial, employee, planning or other information that relates to the business or technology of the other 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 ("**Confidential Information**") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("**Disclosing Party**") only to the employees or contractors of the party receiving it ("**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. The ASP Services, Software, Firmware, Documentation and the Instructions shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such.

4.2. Exceptions. The Receiving Party's obligations under Section 4.1 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; (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.

4.3. Authority. Prior to making any disclosure to ZOLL of patient information, Customer covenants that it has, or will obtain,, in accordance with federal, state and local laws relating to such information, including but not limited to HIPAA, the legal right to disclose such information to ZOLL, including, if required, a properly executed, written authorization from each patient or patient's authorized representative documenting the patient's express written consent to enable the disclosure by Customer to ZOLL of such information.

5. **Indemnification.**

5.1. ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("**Customer Parties**") brought by a third party alleging that any of the Products or 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 the Customer Parties 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 claim or action and (b) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Products or Services becomes, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using it; (ii) modify it, or replace it with a substantially similar product or service so that it becomes non-infringing; (iii) in the case of Software or a Road Safety Product, require its return and refund Customer a pro-rata portion of the Fees for such Software or Road Safety Product based on a 36-month straight-line depreciation or (iv) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 5.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Products or Services not in accordance with this Agreement; (2) any use of any of the Products or Services in combination with products, equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any of the Products or

Customer Initials: ___

Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) Customer Content; or (5) any modification of any of the Products and Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 5.1 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

5.2. Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "**ZOLL Parties**") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "**Claims**") that arise out of the following except to the extent the Claims are due to the negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) the Customer Parties' use of any of the Products or Services; (iii) the actions or omissions of the Customer Parties in connection with any administrative rights, including database access rights, that Customer requests be granted when Customer has elected to receive, and is receiving, Managed Services or otherwise; (iv) use by the Customer Parties of any of the Products or Services in combination with Customer's products or services or Third Party Products or Services; (v) any modifications made by the Customer Parties to any of the Products and Services; (vi) misuse by the Customer Parties of any of the Products and Services (vii) infringement by the Customer Parties of any third party intellectual property right; (viii) 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 Products and Services to Customer hereunder; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Products or Services, by the Customer Parties.

6. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS TO THE PRODUCTS OR SERVICES OR MISUSE OF THE PRODUCTS OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY ADDENDUM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE PRODUCTS AND SERVICES PROVIDED UNDER SUCH ADDENDUM DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. 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. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for Third Party Products or Services, and for the actions or omissions of Customer's representatives, including in connection with any administrative rights, including database access rights, that Customer requests be granted to such representatives when Customer has elected to receive, and is receiving, Managed Services or otherwise. If a Customer is part of the U.S. federal government, (a) products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility, or the flight, navigation, or communication of aircraft or ground support equipment, the control of hazardous materials, or other ultra-hazardous activities; (b) Customer is solely liable if products purchased by Customer are used for these applications; and (c) Customer will indemnify and hold ZOLL harmless from all loss, damage, expense or liability arising out of such use.

7. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing ("**Intellectual Property Rights**"), in and to the following are the exclusive property of ZOLL (or, as the case may be, its licensors and suppliers): (i) the ASP Services, Underlying Software, Access Software, Software, Firmware, Documentation, Instructions and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) 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 Professional Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "**Executable Code**"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "**Source Code**"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "**ZOLL Property**"). If any derivative work is created by Customer from the Products or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

8. Term and Termination.

8.1. Term. The term of this Agreement ("**Term**") begins on the Effective Date and continues until it expires or is terminated as set forth herein. The term of each Order or SOW begins on the effective date of such Order or SOW and continues until it expires as set forth therein or is terminated as set forth herein.

8.2. Termination. Either party may terminate this Agreement or any Order or SOW without cause on 30 days' prior written notice to the other party. Either party may terminate this Agreement or any Order or SOW if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within 20 days after written notice from the non-defaulting party.

8.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order or SOW for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order or SOW that has expired or been terminated (the "**Expired or Terminated Document**") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the Products and Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any Products or Services provided under the Expired or Terminated Document (ii) erase all copies of Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation and Instructions in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services or for Software that is subject to a Subscription License (other than *RescueNet*® @Work) is terminated within 12 months of the effective date of such Order (or other period specified in such Order) by ZOLL for a material default or Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the initial Annual Fee for such ASP Services or Subscription License (or other amount specified in such Order) minus (y) the sum of Monthly Fees for such ASP Services or Subscription License paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in the form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 8.3.

9. General Provisions.

9.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the Products and Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any of the Products or Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer is in violation of applicable laws or regulations.

9.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the Products and Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, 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 Products and Services to ensure it is in compliance with the terms of this Agreement, including with any limitation on the number of servers, personal computers or portable devices on which Customer may install the Software hereunder; the number of Customer users that may use the Software hereunder; the number of Customer users that may concurrently user the Software or ASP Services hereunder (the "**Concurrent Users**"); for Fees based on Concurrent Users, the number of such users listed in the Order for such Fees (the "**Concurrent Users Cap**"); the number of patient care records generated through the software hereunder; 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 five percent, other than ePCR Monthly Fees that are subject to adjustment as described in

an Order. 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 above.

9.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement, any Order, or any SOW (including its right to use any Products or Services) 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 or any SOW 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, and to contract with any third party to provide part of any of the Products and Services.

9.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software, Documentation and Instructions are composed 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).

9.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the Initial Order and, in the case of ZOLL, to the attention of the Chief Financial Officer (or to such other address or person 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.

9.6. 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 Florida 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 the City of Ocala, Florida, 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.

9.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Products and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

9.8. 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.

9.9. 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. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

9.10. 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.

9.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the Products and Services, including without limitation, clearinghouse fees. If Customer engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the Products or Services ("**Third Party Products or Services**"), Customer agrees to obtain ZOLL's prior consent to such integration, receipt or access (collectively, a "**Transfer**") . If Customer requests a Transfer, Customer represents, warrants and agrees that: (i) ZOLL, in its sole and absolute discretion, shall have the right to agree to such Transfer or decline to do so; (ii) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; (iii) the Third Party Provider shall not be an agent of ZOLL as a result of the Transfer; (iv) the Third Party Provider shall not receive, maintain, or transmit PHI on behalf of ZOLL, as a result of the Transfer; and (v) installation, if any, of such Third Party Products or Services by ZOLL shall constitute Professional Services, a condition of which shall be the execution of an Order for such Professional Services. Upon termination of Customer's agreement with a Third Party Provider pertaining to Third Party Products or Services, Customer immediately shall terminate Third Party Provider's access to the Products and Services and notify ZOLL thereof. If the Third Party Products or Services result in the sharing of Customer Content with Third Party Provider, Customer consents to the sharing by ZOLL and its affiliates of Customer Content with such Third Party Provider for the sole purpose of Third Party Provider's delivery of the Third Party Products or Services and represents that such sharing does not violate any agreement, law, regulation or other legal standard, including but not limited to any business associate agreement or other requirement of HIPAA. To the extent the Products or Services contain software owned by a third party for which ZOLL has a license agreement with a third party, the Products and Services and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

9.12. 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, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**"). In the event ZOLL's production is constrained because of any condition described in the preceding sentence, then ZOLL will have the right to allocate production and deliveries of Products and Parts among its customers as ZOLL, in its discretion, determines.

9.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Master Products and Services Agreement, the Addenda, the Orders, any SOWs and any attachments, addenda and exhibits thereto including, without limitation, these Terms and Conditions and the terms and conditions of the Addenda as well as the the Additional Terms and Conditions to Master Products and Services Agreement attached hereto (collectively, the "**Agreement**") constitute the entire agreement between the parties regarding the subject hereof and supersede all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Products and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. Neither party shall have any obligation to enter into any Order Form or SOW. 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 including, but not limited to, Section 4 (Confidentiality), Section 5 (Indemnification), Section 6 (Limitation on Liability), Section 7 (Ownership), Section 8.3 (Effects of Termination) and Section 9 (General Provisions). 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.

Customer Initials: ___

Master Products and Services Agreement
ASP Services Addendum

THIS ASP SERVICES ADDENDUM is subject to and made a part of the Master Products and Services Agreement to which it is attached.

1. **Applicability and Fees.** This Addendum applies to the hosting and maintenance (the "**ASP Services**") of ZOLL software, as modified, updated, and enhanced (the "**Underlying Software**"), for remote electronic access and use by Registered Users in substantial conformity with instructions for use of the ASP Services and the documentation and users manuals from time-to-time provided by ZOLL on the ZOLL Site (the "**Instructions**"), as listed in any Order that has not expired or been terminated in accordance with the Agreement. Fees for any ASP Services set forth in the Order for such ASP Services (the "**ASP Services Fees**").

2. **ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Registered Users through the ZOLL Site over normal network connections in accordance with the Instructions, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities 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. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, 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 Registered 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.

3. **Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the "**Access 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.

4. **Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Underlying Software, Access Software or Instructions; (b) merge the ASP Services, Underlying Software, Access Software or Instructions with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Underlying Software, Access Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services, Underlying Software or Access Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Underlying Software, Access Software or Instructions; or (f) otherwise use or copy the ASP Services, Underlying Software, Access Software, or Instructions in any manner not expressly permitted by the Agreement. 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 other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

5. **Warranty.** Subject to Customer's payment of the Fees, ZOLL represents and warrants that during the Term that (i) ZOLL has the right to license the Access Software and Instructions and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Instructions, will materially conform to the Instructions. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. 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 <u>Section 5</u> sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein. The warranty set forth in this <u>Section 5</u> is qualified in its entirety by, and subject to, <u>Section 3</u> of the Terms and Conditions.

6. **Service Level Agreement.**

6.1. **Downtime.** "**Downtime**", expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

6.2. **Planned Downtime.** "**Planned Downtime**" is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. "**Standard Maintenance**" is performed when upgrades or system updates are desirable (including, without limitation, standard software release and non-critical software updates). "**Emergency Maintenance**" is performed when a critical system update must be applied quickly to avoid significant Downtime (including, without limitation, hardware patches that address server vulnerabilities or a critical software update). Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of the Standard Maintenance. ZOLL will make reasonable efforts made to Customer with notice of Emergency Maintenance at least 30 minutes in advance.

6.3. **Excused Downtime.** "**Excused Downtime**" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL (such as the cellular network carrier or the mobile handset provider), (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software operating on such premises); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended (including, without limitation, as a result of actions or omissions of a Customer's representative in connection with any administrative rights, including database access rights, that a Customer requests be granted to such representatives when such Customer has elected to receive, and is receiving, Managed Services or otherwise).

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

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

6.5. **Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "**Unplanned Downtime Goal**"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

6.6. **Incident Monitoring and Reporting.** Problems with the ASP Services can be reported by Customer as provided in the *Maintenance Services Addendum*.

6.7. **Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in (i) Downtime or (ii) more than five (5) Support Tickets.

6.8. **Customer Content; Security; Backup.**

6.8.1. **Customer Content.** As between ZOLL and Customer, and without limiting the rights 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.

6.8.2. **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.

6.8.3. Backup of Customer Content. Although 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 loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. 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.

6.8.4. Availability of Customer Content. It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "**Active Customer Content**"), in ZOLL's working data set until the earlier of (i) with respect to *RescueNet* @Work, 13 months, and with respect to other ASP Services, five years (in each case calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order or SOW under which such Active Customer Content was stored (the "**Active Retention Period**"). Upon the expiration of the Active Retention 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 Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "**Database**"), 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 the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("**Inactive Customer Content**") and will notify Customer in writing of its intent to remove the Inactive Customer Content 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 (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) 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 Customer Content. 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 Customer Content in its possession or under its control. Except for this Section 6.8.4, the terms of Section 6 of this Addendum (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

6.8.5. Remedies. A "**Service Credit**" means a percentage of the monthly ASP Services Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP 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 any Hosting Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly ASP Services Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 6.8.5 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable.

6.8.6. Limitation on Remedies. The remedies set forth in this Section 6 shall be the Customers' sole and exclusive remedies with respect to ZOLL exceeding the Unplanned Downtime Goal.

6.8.7. Modifications. Changes to this Section 6 may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material.

7. End of Life. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

Customer Initials:

THIS SOFTWARE LICENSE ADDENDUM is subject to and made a part of the Master Products and Services Agreement to which it is attached.

1. **Applicability and Fees.** This Addendum applies to any Software listed in an Order that has not expired or been terminated in accordance with the Agreement. Fees for any Software are set forth in the Order for such Software (the "**Software Fees**"). Except as expressly provided in the Agreement, Software Fees are not refundable.

2. **Delivery.** ZOLL shall deliver the Software to the address for the delivery specified in the Order for such Software. All shipments will be F.O.B. point of shipment. Risk of loss passes to Customer upon shipment.

3. **Software.** Subject to the terms and conditions of the Agreement, ZOLL grants to Customer a perpetual, non-exclusive, non-transferable license to: (a) install and use any computer software program listed in any Order and any modified, updated or enhanced version of such program that ZOLL may provide to Customer pursuant to the Professional Services or Maintenance Services (the "**Software**") in Executable Code in the quantity and accordance with the License Type specified in such Order for Customer's internal business purposes; (b) make one copy of the Software solely for backup or archival purposes; (c) copy and reproduce the user's manuals provided to Customer along with the Software (the "**Documentation**") provided to Customer solely for the purposes of facilitating Customer's use of the Software; and (d) install a duplicate system solely for training new staff members or testing configuration changes and software updates. Maintenance Services do not apply to this training or testing system and ZOLL reserves the right to charge additional fees for Maintenance Services on it.

4. **Restrictions.** Except as expressly permitted by the Agreement, Customer shall not, and shall not permit any third party, to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the Software or the Documentation; (b) merge the Software with other software; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; or (f) otherwise use or copy the Software or Documentation in any manner not permitted by the Agreement. Customer agrees to install and use the Software only in strict compliance with the applicable License Type and all of the other terms of this Agreement. Without limiting the generality of the foregoing, Customer covenants to comply with all limitations imposed by the applicable License Type with respect to the number of servers, personal computers and portable devices on which Customer may install the Software hereunder and the number of Customer users that may use the Software hereunder.

5. **Warranty.** Subject to Customer's payment of the Fees, ZOLL warrants for the 90-day period commencing on the Deployment Effective Date of any Software that such Software, when installed by ZOLL and used as permitted and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation (the "**Software Warranty Period**"); *provided, that* no Software Warranty Period shall apply to any type of Software previously licensed by Customer or any module for such type of Software. ZOLL does not warrant that the Customer's use of the Software will be error free or uninterrupted. ZOLL will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Software reported to ZOLL by Customer in writing during the Software Warranty Period. Any such error correction provided to Customer will not extend the original Software Warranty Period. The warranty set forth in this Section 5 is qualified in its entirety by, and subject to, Section 3 of the Terms and Conditions.

6. **License Types.** Customer shall install and use Software in accordance with the type of license that has been granted in the Order for such Software ("**License Type**"). Software may contain a software license management tool (a "**License Manager**") that regulates Software use. 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.

License Type	Description
Concurrent User License ("**CUL**")	Customer has the right to install the Software on an unlimited number of servers for use concurrently by a number of Customer users up to the number of user licenses Customer has purchased. The license is not limited to any specifically identified Customer users but is limited by the total number of Customer users who may access the Software at any one time.
Device License ("**DL**")	Customer has the right to install the Software on a specific number of compatible personal computers or other portable devices up to the number of licenses Customer has purchased. The Software may be accessed and used by an unlimited number of Customer users, so long as the Software is accessed from any of the personal computers or other portable devices for which Customer has purchased the license.
Node License ("**NL**")	Customer has the right to install the Software on an unlimited number of compatible personal computers or devices (each, a "**Node**"), but the number of Nodes that can actively use the Software at any one time is limited by the total number of licenses purchased by the Customer. Once a license is made active on a Node, it will remain active on that Node until either the Node times out, because no contact has been made between the Node and the server for a specified period of time, or the local system administrator reassigns the license. When a license is reassigned from a Node, that Node may not have another license assigned to it for a defined period of time. The Software may be accessed and used by an unlimited number of Customer users so long as the number of Nodes actively using the Software at any one time does not exceed the total licenses.
Population License ("**PPL**")	Customer has the right to install the Software on an unlimited number of compatible personal computers or servers for use concurrently by an unlimited number of Customer users to manage a number of resources (i.e. crew members scheduled, vehicles tracked, etc.) which number of resources is limited by the number of licenses Customer has purchased. The license is not limited to any specifically identified resources or users but is limited by the total number of resource licenses that Customer has licensed as described above.
Principal License ("**PL**")	Principal License grants Customer the right to install the Software on a Customer network drive or Customer-owned compatible personal computer that may be accessed and used by an unlimited number of employees, directors, principals, partners, consultants and agents of Customer (collectively, "**Employees**"). Employees may not distribute the Software to persons or entities who are not Employees.
Site License ("**SL**")	Site License grants Customer the right to access the Software from an unlimited number of compatible personal computers at a specific location with a unique street address (the "**Site**"). The Software may be accessed and used by an unlimited number of users only at the Site.
Subscription License ("**SUB**")	Subscription License grants Customer the right to install the Software on an unlimited number of compatible personal computers, devices, or servers for use by any number of Customer users to perform Dispatch, Billing, Scheduling, or to facilitate the entry of patient or fire records, as specified on an Order. The license is not limited to any specifically identified Customer users.
Third Party License ("**TPL**")	Third Party License is defined by a third party software provider and may be more particularly described in a corresponding named exhibit in this agreement or subject to the End User License Agreement provided by the third party software provider with the distribution of the software package shipped by ZOLL to Customer.

7. **NEMSIS Extracts.** If the Standard NEMSIS Extract is included as a line item on any Order, Customer acknowledges that it is being provided with the Standard NEMSIS Data Extract for the purposes of data reporting to Customer's specific state or states. While NEMSIS has established a standard set of reportable data elements, certain states may elect to collect data that is outside the scope of the documented NEMSIS Data Dictionary. For each state that defines such requirements outside this data dictionary, it is ZOLL's goal to develop a state-specific plug-in to the Standard NEMSIS Data Extract in order to meet these requirements. Should Customer require such a plug-in to the NEMSIS Extract in order to meet these state requirements, Customer must purchase a state-specific NEMSIS Plug-In from ZOLL when available.

8. **ICC Codes.** If ICC Codes are included as a line item on any Order, the Software provided to Customer under this Agreement contains information which is proprietary to and copyrighted by International Code Council, Inc. (the "**ICC Codes**"). Customer's signature on this Agreement constitutes acceptance of these additional provisions related to the ICC Codes. Customer acknowledges ICC's sole and exclusive copyright ownership of the ICC Codes. The ICC Codes have been obtained and reproduced with the permission of ICC. The acronym "ICC" and the ICC logo are trademarks and service marks of ICC. ALL RIGHTS RESERVED. Any license provided to Customer under this Agreement for ICC Codes limits the Customer to printing no more than five pages of the ICC Codes and specifically excludes the right to copy or reproduce the ICC Codes en masse. Under that license Customer does not acquire any proprietary interest in the ICC Codes. The ICC does not provide any warranties, guarantees, conditions, covenants or representations as to the fitness for a particular purpose or any other attribute, whether expressed or implied (in law or in fact), oral or written of the ICC Codes included in the Software. Any unauthorized possession of the Software or the accompanying printed materials constitutes a breach of this

Agreement and upon notice by ICC or ZOLL of such unauthorized possession, Customer will surrender possession of the Software and all accompanying printed material to the ICC or ZOLL. Any license under this Agreement to use the ICC Codes is not transferable for any reason.

9.   **Insight Analytics**. Provided the Customer is current on payments of Maintenance Fees for the Software, Customer may subscribe, at no additional charge, to ZOLL Online by agreeing to the terms of the Application Service Provider Agreement available on www.zollonline.com, pursuant to which Customer shall receive access, at no additional charge, to ZOLL's Insight Analytics product, subject to the terms of such agreement. However, ZOLL's provision of www.zollonline.com and Insight Analytics is not a material term of the Agreement and ZOLL shall not be deemed to be in breach hereof if www.zollonline.com or Insight Analytics is modified or discontinued.

10.   **End of Life.** Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any Software and support therefor upon at least six months advance notice to Customer

Customer Initials

Master Products and Services Agreement
Road Safety Addendum

THIS ROAD SAFETY ADDENDUM is subject to and made a part of the Master Products and Services Agreement to which it is attached.

1. **Applicability and Fees.** This Addendum applies to any Road Safety Products and Road Safety Parts listed in an Order that has not expired or been terminated in accordance with the Agreement. Fees for any Road Safety Product or Road Safety Part are set forth in the Order for such Road Safety Product or Road Safety Part (the "**Road Safety Fees**").

2. **Delivery.** ZOLL shall deliver the *RescueNet®* Road Safety hardware ("**Road Safety Products**") and accessories (the "**Road Safety Parts**") to the address for delivery specified in the Order for such Road Safety Products or Road Safety Parts under the U.C.C. as adopted in the State of Florida, subject to the terms and conditions of this Agreement. ZOLL will use commercially reasonable efforts to deliver each Road Safety Product and Road Safety Part by the date agreed in such Order. All shipments will be F.O.B. point of delivery to Marion County. Risk of loss passes to Customer upon delivery. If Customer believes that any shipment is incomplete, then Customer must so notify ZOLL within 30 days of such shipment.

3. **Security Interest.** Customer grants ZOLL a security interest in the Road Safety Products and Road Safety Parts under the Colorado Uniform Commercial Code in the amount of any unpaid balance of purchase price until paid in full. ZOLL intends to file a financing statement for such interest and Customer agrees to it.

4. **License to Firmware.** All firmware and embedded software in the Road Safety Products (the "**Road Safety Firmware**") is licensed to Customer hereunder pursuant to a nonexclusive, non-transferable (except as set forth below), non-sublicensable limited license to use such Road Safety Firmware solely as necessary in connection with the use of the Road Safety Products. Customer may not (and shall not authorize any third party to) (i) copy, distribute, modify, translate or adapt the Road Safety Firmware, or (ii) decompile, disassemble or reverse engineer the Road Safety Firmware or unbundle embedded Road Safety Firmware from any Road Safety Product, or seek in any manner to discover, disclose or use any Source Code, proprietary algorithms, techniques or other confidential information contained therein, or (iii) remove or alter any copyright or trademark notice. Customer acknowledges that except for the foregoing limited license, ZOLL retains all right, title and interest in and to the Road Safety Firmware. ZOLL may terminate Customer's right to use the Road Safety Firmware if Customer fails to comply with this Agreement. Customer may transfer this Road Safety Firmware license only in connection with a transfer of the Road Safety Products and may not retain any copies of the Road Safety Firmware following such transfer.

5. **Monitoring Data Services.** To receive the driver and vehicle performance monitoring data services, Customer shall subscribe to www.zollonline.com by agreeing to the terms of the Application Service Provider Agreement available on www.zollonline.com, the current version of which are attached. The terms and conditions of such services, as supplemented by the Agreement with respect to payment terms, shall govern such services. If Customer has elected to continue to such services after the initial 12-month period of Order under which such access is provided, then fees for such access will be billed annually in advance at the then-current rate for each unit of the Road Safety Product with such access.

6. **Warranties.**

6.1. **Products and Parts.** Subject to Customer's payment of the Fees, ZOLL warrants that (i) each Road Safety Product will be free from material defects in materials and workmanship (the "**Road Safety Product Warranty**") for 12 months from the first day of the month following the date of shipment of such Road Safety Product (the "**Road Safety Product Warranty Period**") and (ii) each Road Safety Part will be free from material defects in materials and workmanship (the "**Road Safety Part Warranty**" and, with the Road Safety Product Warranty, the "**Road Safety Warranties**") for three months from the first day of the month following the date of shipment of such Road Safety Part (the "**Road Safety Part Warranty Period**" and, with the Road Safety Product Warranty Period, the "**Road Safety Warranty Periods**"). The Road Safety Warranties are not transferable. If ZOLL receives notice from Customer of such a defect (a "**Material Defect**") in a Road Safety Product or Road Safety Part during the Road Safety Warranty Period for such Road Safety Product or Road Safety Part and ZOLL determines that such Road Safety Product or Road Safety Part has a Material Defect and is not subject to any Warranty Exception (as defined below), ZOLL will, at its option, repair or replace such Road Safety Product or Road Safety Part upon Customer's prompt return of same to ZOLL pursuant to ZOLL's Return Materials Authorization Policy and Instructions (the "**Return Policy**"). Customer will prepay shipping charges (and will pay all duties and taxes) for Road Safety Products or Road Safety Parts returned to ZOLL pursuant to the Return Policy. ZOLL will pay for delivery of Road Safety Products or Road Safety Parts to Customer repaired or replaced under the Road Safety Warranties. The Road Safety Warranties do not apply to any of the following (each a "**Road Safety Warranty Exception**"): defects or failure due to improper or inadequate maintenance; Customer or third party supplied software, interfacing or supplies; unauthorized modification; improper use or operation outside of the environmental specifications for the Product or Part; abuse, misuse, alterations, negligence, accident, loss or damage in transit; improper site preparation; disaster, fires, floods, acts of God, or other causes not directly arising out of defects in material or workmanship; failure or defect of external electrical power, external circuitry, corrosion, air conditioning or humidity control; use of Road Safety Products or Road Safety Parts with software or other items not provided by ZOLL or specifically approved for use with Road Safety Products or Road Safety Parts by ZOLL if the reason for the failure is the result of the non-approved item; immersion in liquids, neglect, or unauthorized service use of the Road Safety Products or Road Safety Parts; or any modification, repair, maintenance or service of the Road Safety Products or Road Safety Parts by anyone other than ZOLL or its authorized designees. ZOLL is not responsible for damage to any Road Safety Product or Road Safety Part during shipment or during installation when ZOLL does not perform such installation. Following the expiration of any Road Safety Warranty Period, Customer may purchase an extended warranty for the Road Safety Products or Road Safety Parts for which such Road Safety Warranty Period has expired at ZOLL's then standard rates and upon agreeing to ZOLL's then standard terms and conditions for such extended warranty. For the purpose of this Section 6.1, Road Safety Products exclude Road Safety Firmware.

6.2. **Firmware.** Subject to Customer's payment of the Fees, ZOLL warrants for the Road Safety Product Warranty Period that the Road Safety Firmware, when used as permitted and in accordance with the instructions in the documentation for the Road Safety Products, will operate substantially as described in such documentation. ZOLL does not warrant the Customer's use of the Road Safety Firmware will be error free or uninterrupted. ZOLL will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Road Safety Firmware reported to ZOLL by Customer in writing during the Road Safety Product Warranty Period. Any such error correction provided to Customer will not extend the original Road Safety Product Warranty Period. Customer understands that the Road Safety Firmware is a complex and sophisticated product and no assurance can be given that operation of the Road Safety Firmware will be uninterrupted or error-free, or that the Road Safety Firmware will meet Customer's requirements. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR DEFECT RELATING TO THE ROAD SAFETY FIRMWARE SHALL BE THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE READ-ONLY MEMORY OR OTHER MEDIA SO THAT IT CORRECTLY REPRODUCES THE ROAD SAFETY FIRMWARE.

6.3. **Limitations and Extensions.** The warranties set forth in this Section 6 are qualified in its entirety by, and subject to, Section 3 of the Terms and Conditions. Prior to the expiration of any Road Safety Warranty Period, Customer may contact ZOLL to purchase an extension of the Road Safety Warranty subject to such Road Safety Warranty Period for three or five years.

Customer Initials

THIS MAINTENANCE SERVICES ADDENDUM is subject to and made a part of the Master Products and Services Agreement to which it is attached.

1. **Applicability and Fees.**

1.1. **Software Not Subject to a Subscription License.** For any Software not subject to a Subscription License, the maintenance services provided by ZOLL in accordance with this Addendum (the "**Maintenance Services**") are without charge for any applicable Software Warranty Period and, after such period, are 20% of the then-current list price for such Software, excluding discounts, or the total combined Professional Services Fees for customization of such Software; *provided, that* ZOLL shall have the right to increase Maintenance Fees by up to 15% each year (the "**Maintenance Fees**"). If Customer elects to procure Maintenance Services from ZOLL in an Order for any such Software, then (i) 60 days following the commencement of any applicable Software Warranty Period for such Software, ZOLL will invoice Customer for a prorated one quarter of the Maintenance Fees for such Software to begin on the date of expiration of such Software Warranty Period and, for other such Software, ZOLL will invoice Customer promptly for such Maintenance Fees to begin on the Deployment Effective Date for such Software; (ii) ZOLL will invoice Customer on a quarterly basis thereafter in advance for all further Maintenance Fees for such Software unless Customer notifies ZOLL within 30 days of the end of the then-current quarter of the cancellation of such Maintenance Services; and (iii) if Customer elects to discontinue such Maintenance Services at any time or ZOLL discontinues Maintenance Services as a result of Customer's failure to pay Maintenance Fees (the "**Discontinuance**"), and subsequently elects to reinstate such Maintenance Services and receive the applicable subsequent release of such Software that ZOLL generally makes available for licensees of such Software at no additional license fee other than shipping and handling charges, provided Customer has paid the Maintenance Fees for such Software for the relevant time period, which shall not include any release, option or future product that ZOLL licenses separately ("**Updates**") and new releases and pays any past due Maintenance Fees (the "**Reinstatement**"), Customer must pay the Maintenance Fees such Software applicable to the time period between Discontinuance and Reinstatement; (iv) ZOLL will have no obligation to provide such Maintenance Services to Customer if any payment for them is past due; and (v) all Maintenance Fees shall be non-refundable; *provided, that* in the event of a Discontinuance before the end of a quarter then, unless an Early Termination Fee is payable as provided in the Agreement, ZOLL shall refund the amount of prepaid Maintenance Fees attributable to the period beginning on the date of Discontinuance and ending on the last day of such quarter.

1.2. **Software Subject to a Subscription License.** For any Software that is subject to a Subscription License and for ASP Services, Customer need not elect to procure Maintenance Services and ZOLL shall provide Maintenance Services for such Software and ASP Services without any additional Fees, except that (i) Customer shall pay Expenses as provided in this Agreement and (ii) ZOLL will have no obligation to provide such Maintenance Services if any payment for such Software or ASP Services is past due.

1.3. **Third Parties.** Maintenance fees for third party software and services are set by the party that owns such software.

2. **Maintenance Services.**

2.1. **Emergency Support.** ZOLL shall provide telephone support to the contact person or group designated by Customer and agreed to by ZOLL who will coordinate all Maintenance Services requests by Customer (the "**Designated Interface**") for 24 hours a day, 7 days a week, to address a reproducible defect in the current version of Software for which Customer has paid the then-current Fees ("**Supported Software**") when operated with hardware and in the operating system platform that ZOLL supports for use with the Supported Software in accordance with the Documentation or, for ASP Services, a browser and other technical environment that supports the use of the ASP Services in accordance with the Instructions ("**Supported Environment**"), that causes the Supported Software not to operate substantially in accordance with the Documentation for such Supported Software or the ASP Services that causes the ASP Services not to operate substantially in accordance with the Instructions for such ASP Services ("**Errors**") and prevents Customer from using a Software or ASP Services for a purpose for which Customer user has an immediate and material need (an "**Emergency**"). For example, and without limiting the foregoing, the inability of all users to log in as a result of an Error in such Software or ASP Services constitutes an Emergency, but the inability of a single user to log in as a result of such an Error does not constitute an Emergency because is an acceptable workaround is available (another user may log in).

2.2. **Technical Support.** ZOLL shall provide telephone support to the Designated Interface during 6 a.m. to 6 p.m. in Broomfield, Colorado, Monday to Friday, excluding ZOLL holidays ("**Business Hours**") to address all other Errors relating to any Supported Software licensed by Customer or ASP Services provided to Customer. Such telephone support will include (i) clarification of functions and features of the Supported Software; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported Software; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported Software; and (v) advice on bypassing identified Errors in the Supported Software, if reasonably possible. Problems with the ASP Services of Software can be logged by Customer through the ZOLL support email at support@zoll.com or through the ZOLL's call center at 800.663.3911. As a result, an incident report (a "**Support Ticket**") will be created and escalated as appropriate. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

2.3. **Resolution.** ZOLL shall use commercially reasonable efforts to provide a Resolution for any Error. ZOLL will acknowledge each Customer report of an Error by written notice, in electronic form, setting forth a service request number for use by Customer and ZOLL in all correspondence relating to such Error to track the Error until a Resolution for it exists.

2.4. **Travel and Other Expenses.** Maintenance Services provided hereunder shall be provided at ZOLL's principal place of business, or at Customer's location at ZOLL's expense, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported Software, ZOLL may charge Customer for reasonable travel, meals and lodging expenses. Under such circumstances, ZOLL may also charge Customer for actual costs for supplies and other expenses reasonably incurred by ZOLL, which are not of the sort normally provided or covered by ZOLL, provided that Customer has approved in advance the purchase of such supplies and the incurrence of such other expenses. If Customer so requires, ZOLL shall submit written evidence of each cost and expense to Customer prior to receiving reimbursement of such costs and expenses.

2.5. **Exceptions.** ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Supported Software (in whole or in part), (b) use of the Supported Software in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported Software with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. ZOLL need not provide any Maintenance Services if Customer has not paid applicable Maintenance Fees for such Maintenance Services. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Maintenance Services only for the most current release and the one immediately preceding major release of any Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Maintenance Services for any ASP Services or Software upon at least six (6) months advance notice to Customer of such cessation and (ii) Maintenance Services do not cover Third Party Products or Services.

3. **Updates.** ZOLL may provide Updates for any Supported Software as and when developed for general release in ZOLL's sole discretion. Each Update will consist of a set of programs and files and will be accompanied by Documentation adequate to inform Customer of the material problems resolved and any material operational differences resulting from installing the Update. Unless otherwise agreed by the parties, Customer will be solely responsible for the installation of any Update for any Supported Software licensed by Customer in accordance with the Documentation and the installation instructions provided by ZOLL to Customer for such Update. If Customer requests that ZOLL install any such Update, such Professional Services shall be subject to an SOW executed by the parties.

4. **Warranty.** Subject to Customer's payment of the Fees, ZOLL warrants that any Maintenance Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 5, perform again the Maintenance Services that gave rise to the breach or, at ZOLL's option, refund any Maintenance Fees paid by Customer for the Maintenance Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 4 is conditioned upon Customer notifying ZOLL in writing of such breach within 30 days following performance of the defective Maintenance Services, specifying the breach in reasonable detail. The warranty set forth in this Section 4 is qualified in its entirety by, and subject to, Section 3 of the Terms and Conditions.

5. **Customer Responsibilities.** Only individuals who have been trained with respect to the Supported Software shall serve as the Designated Interface with ZOLL for the Maintenance Services provided hereunder. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported Software are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment.

Customer Initials:

Master Products and Services Agreement
Professional Services Addendum

THIS PROFESSIONAL SERVICES ADDENDUM is subject to and made a part of the Master Products and Services Agreement to which it is attached.

1.   Applicability and Fees. This Addendum applies to any Professional Services listed in an Order or SOW that has not expired or been terminated in accordance with the Agreement. Fees for Professional Services are set forth in the Order or SOW for such Professional Services (the "**Professional Services Fees**").

2.   Professional Services.

2.1.   ZOLL Obligations. ZOLL shall to provide those installation, project management, training and other professional services described in, and in accordance with, any Order or SOW (the "**Professional Services**"). Professional Services may include Managed Services. "**Managed Services**" are the routine and ongoing administration of the ASP Services, such as adding, modifying or deactivating values configured during initial implementation; mapping and extract configuration; extract transmissions to a designated location; and minor customizations to configurations in the aggregate not requiring more than four hours per month or other maximum of which ZOLL notifies Customer at least 60 days in advance. Managed Services do not apply to Third Party Products or Services.

2.2.   Customer Obligations.

2.2.1.   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 Professional Services. If Customer has elected to receive Managed Services, then Customer shall designate in writing two to three of its representatives who have the authority to request and negotiate changes to the scope and other terms of the Managed Services ("**Customer Representatives**"). Customer shall be responsible and liable for changes to the Managed Services requested by any Customer Representative. At Customer's request, ZOLL may grant administrative rights, including database access rights, to Customer's representatives, subject to the terms and conditions of this Agreement, when Customer has elected to receive, and is receiving, Managed Services or otherwise.

2.2.2.   Maintenance of Access. Customer is responsible for maintaining the conditions of access specified above and in any 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.

2.2.3.   Timeliness, Cooperation and Specifications. 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 Professional 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 Professional 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 solely due to negligence of ZOLL, and its liability will be limited to the Professional Services Fees paid for the deficient Professional Services. If Customer fails to schedule installation in connection with any Order within 6 months from the effective date of such Order, or postpones or cancels a scheduled installation with less than 30 days notice to ZOLL or Customer requests a change in the timing or duration of the Professional Services with less than 30 days' notice to ZOLL, then ZOLL may charge, and Customer shall pay, an additional installation fee plus any reasonable 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 Professional 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 Professional Services purchased, the paid Professional Services Fees directly attributable to such unused Professional Services will be credited. Nothing in this Section 3.2 shall be deemed to increase the limitation on liability set forth in the Agreement.

3.3.   Notification. Where in ZOLL's reasonable opinion there is likely to be a delay in the provision of Professional 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 information about 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.   Warranty. Subject to Customer's payment of the Fees, ZOLL warrants that any Professional Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 4, perform again the Professional Services that gave rise to the breach or, at ZOLL's option, refund the Professional Services Fees paid by Customer for the Professional Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 4 is conditioned upon Customer notifying ZOLL in writing of such breach within 30 days following performance of the defective Professional Services, specifying the breach in reasonable detail. The warranty set forth in this Section 4 is qualified in its entirety by, and subject to, Section 3 of the Terms and Conditions.

5.   Ownership and License. ZOLL shall retain all right, title and interest in and to the ZOLL Property. 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 or Order or 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

Master Products and Services Agreement
Business Associate Addendum

THIS BUSINESS ASSOCIATE ADDENDUM is entered into by and between Marion County Board of County Commissioners, a political subdivision of the State of Florida ("**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 Master Products and Services Agreement (the "**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.

3. **Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this Addendum, including <u>Section 16</u> 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 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 his or her 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. **HITECH Act Compliance.** Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

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

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 has continued to maintain 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). Covered Entity acknowledges and agrees that de-identified 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 shall survive the execution, delivery, and performance 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 expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity in this Addendum with respect to the Agreement shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Addendum.

Customer Initials:

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.

Customer Initials:_

Master Products and Services Agreement
TomTom Addendum

THIS TOMTOM ADDENDUM is subject to and made a part of the Master Products and Services Agreement to which it is attached. This Addendum provides additional terms and conditions under which ZOLL makes available to Customer the geographic databases, digital maps, software applications, dynamic spatial data, and related materials stated above (the "**TomTom Products**") provided by TomTom, Inc., ("**TomTom**"). In addition to the terms set forth in the Agreement, the parties hereby agree to be legally bound as follows with respect to the TomTom Products:

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

2. **TERM.** With respect to any Order for the TomTom Products, this Addendum will commence on the Effective Date and continue for the term specified in such Order (Bi-Annually or Perpetually). Unless otherwise extended, upon the last day of such term, this Addendum will automatically expire without any notice or other action. Upon the expiration or termination of this Addendum, Customer will immediately cease all use of and, at the option of ZOLL, destroy, such TomTom Products.

3. **SCOPE OF LICENSE.** Subject to the terms and conditions of this Addendum, during such term ZOLL grants to Customer and Customer accepts, a limited, personal, non-exclusive, non-transferrable license to use the TomTom Products within the Territory (as defined in the Order for such TomTom Products.) solely in connection with the use of the Software (and subject to the limitations on the use of the Software) under the Agreement. In no event is Customer authorized to use the TomTom Products other than in connection with the Software and in no event may Customer utilize the TomTom Products (or any Software containing the TomTom Products) outside of the Territory. This Addendum does not expand the rights of Customer to the Software under the Agreement. All use of the Software remains subject to the rights granted (and restrictions included) in the Agreement.

4. **RESTRICTIONS ON USE.** Any use of the TomTom Products other than as expressly permitted in this Addendum is strictly prohibited. Except as set forth in this Addendum, Customer will not, and will not permit any third party, to: (1) reproduce, modify, adapt, alter, translate, or create derivative works from the TomTom Products; (2) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the TomTom Products to any third party; and (3) remove, obscure, mask, alter, cover or obfuscate any trademark notices, copyright notices or restrictive legends included in the TomTom Products. Customer may not use the TomTom Products (a) to provide, display or allow access to the actual numerical latitude and longitude coordinates; (b) to provide competitive information about TomTom or its products to a third party; (c) for in-flight navigation; or (d) to create, or assist in the creation of, a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (i) road geometry and street names; (ii) routing attributes that enable turn-by turn navigation on such road geometry, or (iii) latitude and longitude of individual addresses and house number ranges.

5. **CONFIDENTIALITY.** The TomTom Products, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, is confidential information of TomTom ("TomTom Product Confidential Information"). Customer will not use any TomTom Product Confidential Information for any purpose not expressly permitted by this Addendum. Customer will protect the TomTom Product Confidential Information from unauthorized use, access, or disclosure in the same manner as the Customer protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Customer's obligations under this Section 5 with respect to any TomTom Product Confidential Information will terminate if such information: (1) was already known to Customer at the time of disclosure by ZOLL or TomTom; (2) was disclosed to the Customer by a third party who had the right to make such disclosure without confidentiality restrictions; (3) is, or through no fault of the Customer has become, generally available to the public; or (4) was independently developed by Customer without access to, or use of, the TomTom Product Confidential Information (5) or as required by law.

6. **AUDIT.** Customer will keep, maintain, and preserve in its principal place of business during the term of this Addendum and for at least three years following the expiration or termination of this Addendum any records relating to Customer's activities pursuant to this Addendum. TomTom will have the right, during normal business hours and upon at least 15 days prior written notice to inspect Customer's facilities and audit Customer's records relating to Customer's activities pursuant to this Addendum.

7. **LIMITATION OF LIABILITY.** NEITHER ZOLL NOR TOMTOM NOR EITHER OF THEIR RESPECTIVE SUPPLIERS SHALL BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS ADDENDUM, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER ZOLL, TOMTOM OR ANY OF THEIR RESPECTIVE SUPPLIERS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ZOLL, TOMTOM AND THEIR RESPECTIVE SUPPLIERS WILL HAVE NO MONETARY LIABILITY TO CUSTOMER FOR ANY CAUSE (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THE TOMTOM PRODUCTS OR THIS ADDENDUM.

8. **DISCLAIMER.** Customer acknowledges that the use of the TomTom Products with third party products (such as the Software) or with a non-TomTom map may result in increased variance between the location displayed on the map and true location on the ground. THE TOMTOM PRODUCTS ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS" AND ZOLL, TOMTOM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ZOLL, TOMTOM OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES OR THIRD PARTY PROVIDERS SHALL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS ADDENDUM.

9. **THIRD PARTY BENEFICIARY.** The covenants and obligations undertaken by Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.

10. **GOVERNMENT USERS.** If Customer is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release modification, disclosure or transfer of the TomTom Products and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the TomTom Products, the construction that provides greater limitations on the Government's rights shall control. Contractor/manufacturer is TomTom, Inc. 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. The TomTom Products is © 2006-2017 by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state, or local law, it is agreed that the TomTom Products are trade secrets and proprietary commercial products and not subject to disclosure. If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or party by the United States Government, then Customer hereby agrees to protect the TomTom Products from public disclosure and to consider the TomTom Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the TomTom Products. In the event that such exemption is challenged under any such laws, this Addendum shall be considered breached and any and all right to retain any copies or to use the TomTom Products shall be terminated and considered immediately null and void. Any copes of the TomTom Products held by Customer shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason this Addendum shall be considered terminated and null and void, in its entirety, and any and all copies of the TomTom Products shall be immediately be destroyed.

11. **USE OF CERTAIN CANADIAN DATA.** Any 6 digit alpha numeric Canadian Postal Codes contained in any TomTom Products cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha numeric Canadian Postal Codes may not be extracted from the TomTom Products. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application.

Master Products and Services Agreement
ZOLL Online Application Service Provider Agreement

IMPORTANT-READ CAREFULLY. This Application Service Agreement ("**Agreement**") is a legal Agreement between you ("**Customer**") and ZOLL Data Systems, Inc., at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021 ("**ZOLL**") for ASP Services, associated media, and Instructions. **BY CLICKING THE "ACCEPT" BUTTON OR USING THE ASP SERVICES, CUSTOMER IS STATING THAT IT HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS ASP AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS, WITHOUT LIMITATION OR QUALIFICATION. IF CUSTOMER DOES NOT AGREE TO THESE TERMS, CUSTOMER WILL NOT ACCESS OR USE THE SERVICES.**

In addition, ZOLL may amend this Agreement (including the exhibits hereto) or any additional terms that apply to an ASP Service or the ZOLL Site at any time. Customer should review the most current form of this Agreement regularly. ZOLL will post the most current form at https://www.zollonline.com/Account/TermsOfService. ZOLL will endeavor to, but is not required to, notify Customer of any amendments. Amendments will not apply retroactively and will become effective no sooner than thirty (30) days after they are posted. However, changes addressing new functions for an ASP Service or changes made for legal reasons will be effective immediately. Customer understands and acknowledges that its continued use of the ASP Services constitutes its agreement to and acceptance of all such amendments and that absent such effective consent, use of the ASP Services is not authorized.

Terms and Conditions

1. Definitions.

1.1. "**ASP Services**" means the services described on the ZOLL Site that Customer has chosen to receive by following the procedures indicated on the ZOLL Site.

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 disclosed in circumstances that would lead a reasonable person to believe such information is confidential. The Software and 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. "**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.

1.6. "**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.

1.7. "**Software**" means the ZOLL software and the ZOLL licensors' and/or suppliers' software that underlies the ASP Services provided to Customer, as modified, updated, and enhanced.

1.8. "**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.

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 its passwords. The BAA shall apply to the ASP Services.

2.2. **Support and Maintenance.** ZOLL will provide telephone support services during ZOLL's regular business hours for ASP Services questions.

2.3. **Payment Obligation..** Fee Based Services provided to Customer will require payment of a monthly fee. Customer will be notified of fees and terms of use and payment when Customer first accesses a Fee Based Service. Customer will be required to enter credit card information or other form of payment information before accessing any Fee Based Service.

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 of this Agreement, 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, the 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.

3.3. **Ownership.** The Software, the Instructions, the 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.

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.

5. Warranty Disclaimers.

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 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. 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.

5.1. CUSTOMER ACKNOWLEDGES AND AGREES THAT, IN ENTERING INTO THIS CONTRACT, 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 TO ZOLL's EXISTING PRODUCTS 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 ZOLL be liable for any consequential, indirect, exemplary, special, 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 ZOLL 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**") will begin on the date these terms are accepted by Customer and continue until terminated.

7.2. **Termination.** Either party may terminate this Agreement with or without cause on 20 days' prior notice to the other.

7.3. **Effects of Termination.** Upon expiration or termination of this Agreement for any reason: (a) amounts, if any, owed to ZOLL under this Agreement before such termination or expiration will be immediately due and payable, (b) all licensed rights granted in this Agreement will immediately cease to exist; and (c) Customer must promptly discontinue all use of the ASP Services and return or destroy, all copies of the Instructions and/ Software in Customer's possession or control.

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; (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.

Customer shall indemnify, defend and hold ZOLL harmless of, from and against any and all liabilities, losses, expenses, damages and claims that arise out of Customer's use of the ASP Services or Customer's breach of this Agreement, except to the extent same are due to ZOLL's breach hereof or ZOLL's negligence.

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 ASP Services for any purpose in violation of any applicable laws. Customer agrees to defend, indemnify, and hold harmless ZOLL from and against any violation of any applicable laws or regulations by Customer or any of its agents, officers, directors, or employees.

10.2. **Compliance Certificate.** 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 in accordance with the terms and conditions of this Agreement.

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 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

Customer Initials

(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 above or in the contact information provided by Customer in connection with accepting the terms of this Agreement, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner; provided, however, that ZOLL's amendments of this Agreement shall be deemed delivered to Customer and Customer shall be deemed notified thereof by ZOLL posting the most current form of this Agreement on the website set forth at the beginning of this Agreement as more particularly provided at the beginning of this Agreement.

10.6. Governing Law and Venue. 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.

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.

10.10. 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.

10.11. Entire Agreement. This Agreement, including the cover page (if any) and any exhibits hereto, 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.

10.12. Third Party Access to ZOLL Site on behalf of Customer. If Customer engages a third-party provider approved by ZOLL (**"Third-Party Provider"**) to provide Customer with data management services using Third-Party Provider's product(s) that are integrated with software products (including Software) and/or equipment of ZOLL and/or ZOLL affiliates (the **"Third-Party Services"**), Customer agrees to promptly notify ZOLL thereof and Customer hereby consents to ZOLL sharing of Customer Content with such Third-Party Provider for the sole purpose of Third-Party Provider's provision of the Third-Party Services. Customer agrees that if Customer wishes to grant such Third-Party Provider access to the ZOLL Site and/or the ASP Services for the purpose of the provision of the Third-Party Services, Customer shall require Third-Party Provider to comply with the terms of this Agreement and Customer agrees to indemnify, defend and hold harmless ZOLL from and against any liabilities, losses, expenses, damages and claims arising from Third-Party Provider's access and use of the ZOLL Site and the ASP Services. Upon termination of Customer's agreement with Third-Party Provider for any reason, Customer agrees to immediately terminate Third-Party Provider's access to the ZOLL Site and the ASP Services and notify ZOLL thereof. Customer represents that Customer has a valid Business Associate Agreement with Third-Party Provider in place for the provision of the Third-Party Services and that the sharing by ZOLL of the Customer Content with Third-Party Provider does not violate any agreement, law, regulation, or other legal standard applicable to Customer. In addition, Customer agrees that the provision of the Third-Party Services by Third-Party Provider to Customer does not make Third-Party Provider a subcontractor business associate of ZOLL.

ZOLL Online Business Associate Agreement

Exhibit A

Business Associate Addendum

This Business Associate Addendum (this "Addendum") is entered into by and between you ("Covered Entity") and ZOLL Data Systems, ("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. <u>Definitions</u>. 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. <u>Compliance and Agents</u>. 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. <u>Use and Disclosure; Rights</u>. 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.

§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.

Customer Initials

§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.

§20. Previously Executed BAAs. For avoidance of doubt, with respect to PHI shared under the Services Agreement, this Addendum supersedes and replaces any business associate agreements or addenda previously executed by the parties, notwithstanding any provisions in such previously-executed business associated agreements or addenda to the contrary.

Customer Initials

This Additional Terms and Conditions to the Master Products and Services Agreement (this "Addendum"), is entered into by and between ZOLL Data Systems, Inc., 11802 Ridge Parkway, Ste. 400, Broomfield, CO 80021 ("Firm") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("Customer"), whereby it is agreed as follows:

WHEREAS, the parties are contemporaneously hereto entering into a Master Products and Services Agreement (the "Agreement");

WHEREAS, the Agreement requires mandatory public records provisions pursuant to Section 119.0701, Florida Statutes; and,

WHEREAS, the parties wish to amend the Agreement to comply with the statutorily imposed language, it is hereby

AGREED that:

1. This Addendum shall amend and become a part of the Agreement.

2. **IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS AT:**

   Office of Public Information
   601 SE 25th Ave, Ocala, FL 34471
   Phone: 352-438-2300 | Fax: 352-438-2309
   mail: PIO@MarionCountyFL.org

3. Firm shall comply with public records laws, specifically:
   a. Keep and maintain public records required by Customer to perform the Agreement and provided by Customer to Firm;
   b. Upon request from Customer's custodian of records, provide Customer 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 Chapter 119, Florida Statutes, 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 Agreement term and following completion of the Agreement if Firm does not transfer the records to Customer; and,
   d. Upon completion of the Agreement, transfer, at no cost, to Customer, all public records in possession of Firm or, subject to the terms and conditions of the Agreement, keep and maintain public records required by Customer to perform the Agreement and provided by Customer to Firm. If Firm transfers all public records to Customer upon completion of the Agreement, Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Firm keeps and maintains public records upon completion of the Agreement, Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records in accordance with the Agreement.

ZOLL Initials

ZOLL ®

Marion County Board of County Commissioners
2631 Se 3rd Street
Ocala, FL 344271
Customer number 147043

RE: Marion County Fire Rescue – RescueNet Maintenance

Dear Shari:

Per your request, the information below is to serve as a quote for the annual maintenance.

Period Covered: 01/01/18 – 12/31/18

Product Covered:

Dantom ECM – 1	$ 650.00
ECM Single – 2	$ 1,200.00
Billinig Licenses - 17	$ 26,520.00
Additional Companies - 2	$ 381.60
Professional Reports - 1	$ 1,250.00
Security Module - 1	$ 900.00
Custom Interface – 1	$ 1,200.00
Custom Interface – 2	$ 576.00
Billing Eligibility - 17	$ 26,520.00
SOFTWARE TOTAL	**$ 59,197.60***

*Per company policy, we bill 30 days prior to the beginning of the maintenance period. We will continue to bill on an ongoing basis, unless you choose to cancel maintenance in its entirety. If you have any questions, please do not hesitate to contact us directly.

*This quote does not include any sales tax. Applicable sales tax will be charged additionally.
*Maintenance will increase if additional software is purchased.

Sincerely,

Sandy King
Sandy King
Accounting Operations Manager
ZOLL Data Systems, Inc
11802 Ridge Parkway
Suite 400
Broomfield, CO 80021

18C-050

11802 Ridge Parkway, Suite 400
Broomfield, CO 80021 USA
Tel: (303) 801-0000
Fax: (303) 801-0001
www.zolldata.com

RescueNet ™