

**ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND ZOLL DATA
SYSTEMS, INC. NO. 13822**

This Addendum (the "Addendum") entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the "County"), and ZOLL Data Systems Inc., ("ZOLL"), a Foreign for-Profit Corporation, authorized to do business in the State of Florida. Collectively, the County and ZOLL are referred to herein as the "Parties" and individually, as appropriate, as a "Party."

WHEREAS, the County desires to utilize ZOLL's Software-as-a-Service (SaaS) for insurance discovery and claims transactions (the "Services"); and,

WHEREAS, ZOLL is qualified to provide these services and submitted to the County Order Q-47108 for the Services including links to on-line terms and conditions and applicable Addenda consisting of: Master Software, SaaS and Services Agreement; Business Associate Addendum; Software-as-a-Service Addendum; and Fees Addendum (collectively the "Agreement"), attached hereto as Exhibit 1; and

WHEREAS, the County has determined that, pursuant to Chapter 22, Section 22.3-302 (22) of the Alachua County Procurement Code, the procurement of the Services to be provided by ZOLL to the County pursuant to this Addendum and the Agreement are exempt from the County's formal bidding and request for proposal processes; and

WHEREAS, the Parties agree to the terms and conditions of the Agreement, as modified by this Addendum,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Addendum.
2. The Parties agree to be bound by the Agreement, except as modified below:
3. The Parties agree to the following provisions

a. Term

- i. The Term of the Agreement is effective upon execution of the Agreement and this Addendum by an authorized representative of each Party, and continues for 36 months, subject to subsection 3.a.ii., below.
- ii. The County's performance and obligation to pay under the Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that the Agreement is not a commitment of future appropriations. Therefore, the continuation of the Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with

Chapter 129, Florida Statutes. The County will utilize good faith and due efforts to secure and appropriate funding for the Services, provided, however that the failure of the Board to so secure funding and appropriations for the Services shall not constitute a breach or default of the Agreement. If funds are not appropriated or made available for any subsequent fiscal year covered by the term of the Agreement, then the County shall notify ZOLL prior to the start of such fiscal year and the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes, without the County's further liability for subsequent fiscal year payment.

b. **Payment:**

- i. The County agrees to pay ZOLL the fees set forth in, and in accordance with, the price schedule contained in Order Q-47108 of Exhibit 1.
- ii. As a condition precedent for any payment, the Contractor shall submit invoices to the County in accordance with the terms of the Agreement. Each invoice shall constitute ZOLL's representation to the County that the Services have been provided in accordance with the Agreement and this Addendum that the expenses included in the invoice have been reasonably incurred in accordance with the Agreement and this Addendum, and the amount requested is currently due and owing, there being no reason known to ZOLL that payment of any portion thereof should be withheld. ZOLL is responsible for payment to its third-party suppliers and licensors, including its consultants, of undisputed fees and charges invoiced to ZOLL by such third-parties in connection with the Services. ZOLL shall submit invoices to the County at the following address:

Alachua County Board of County Commissioners
Information and Telecon Services
26 NE 1st Street
Gainesville, FL 32601

- iii. The County will pay to ZOLL all Fees due under the Agreement in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"),

c. **Indemnification**

- i. To the maximum extent permitted by Florida law, in addition to the indemnification obligations set forth in Section 8.A. (Indemnification) of the Agreement, ZOLL will defend any action against the County and its officers and employees brought by a third party alleging gross negligence or willful misconduct by ZOLL or its directors, officers, employees or agents and will indemnify and hold harmless the County and its officers and employees from those liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, finally awarded against the County or its officers and employees in any such action that are attributable to such claim or those costs and damages agreed to by ZOLL in a monetary settlement of such action.

The foregoing obligations are conditioned on the County: (I) promptly notifying ZOLL in writing of such claim or action; (II) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (III) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense.

- ii. ZOLL's obligation to indemnify under Section 3.c.i. of this Addendum will survive the expiration or earlier termination of the Agreement until an action against the County or its officers and employees for the matter indemnified hereunder is barred by the applicable statute of limitations.
 - iii. This obligation shall in no way be limited in any nature whatsoever by the amount or type of ZOLL's insurance coverage. This Section 3.c.iii. of this Addendum shall survive the termination of the Agreement between the County and ZOLL.
 - iv. In any and all claims against the County or any of its agents or employees by any employee of ZOLL, the indemnification obligation under this Section 3.c. of this Addendum, shall not be limited by the type of damages, compensation or benefits payable by or for ZOLL under workers' compensation acts, disability benefit acts or employee benefit acts.
 - v. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.
- d. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida without reference to its choice of law rules. Sole and exclusive venue for all actions arising under this Agreement shall be in the federal or state courts of competent jurisdiction in Alachua County, Florida.
- e. **Public Records.** In accordance with §119.0701, Florida Statutes, ZOLL, *when and to the extent acting on behalf of the County*, shall comply with all applicable public records laws as a "contractor", specifically:
- i. Keep and maintain public records required by the County to perform the Services.
 - ii. Upon request from the County's custodian of public records, provide the County 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.
 - iii. 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 term of the contract and following completion of the contract if contractor does not transfer the records to the County.
 - iv. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of contractor or keep and maintain public records required by the County to perform the Services. If contractor transfers all public records to the County upon completion of the contract, contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If contractor keeps and

maintains public records upon completion of the contract, contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

4. This Addendum, when executed by an authorized representative of each Party, shall (i) become binding on both Parties and (ii) become part of and subject to the terms and conditions of the Agreement, which remain unchanged and in full force and effect except as modified herein. To the extent the terms and conditions expressly set forth in this Addendum conflict with the terms and conditions of the Agreement, the terms and conditions expressly set forth in this Addendum will prevail.

[Signature Page Follows]

The undersigned represent and warrant that they are authorized to sign on behalf of, and bind, their respective party.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

Witness

By: _____

Print: _____

Title: _____

ZOLL Data Systems, Inc.

DocuSigned by:

Sandy King

By: _____

Print: D1D2A604C8944D5...
Sandy King

Title: Director of Operational Accounting

Date: 5/9/2023 | 10:53 PDT



DATA SYSTEMS

ORDER Q-47108

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

Customer Information

Company Name: Alachua County, a charter county and political subdivision
Address: of the State of Florida
 Fire Rescue
 913 SE 5th Street
 Gainesville, FL 32601

Bill To: Alachua County Board of County
 Commissioners
 Information and Telecon Services
 26 NE 1st Street
 Gainesville, FL 32601

Contact: Melinda Hart
Email: mgh@alachuacounty.us

Software, SaaS and Services

Initial Term: 36 months

Offer Expiration: May 30, 2023
ZOLL Representative: Kayleb Bowes

SaaS						
Item	Lic. Type	Description	Qty	Unit	Unit Price	Monthly Fees
PLPKSVS-MC	HL	Packaged Services (Monthly) Includes: Insurance Discovery (Attempts to identify insurance coverage as of the date of service), Insurance Verifier (Assesses in real time, or based on batch processing, insurance coverage, copays, deductibles, secondary coverage and codes), and Demographic Verifier (Evaluates patient-provided demographic information for accuracy)	2700	Trip	\$1.52	\$4,099.50
PLPKSVSO	HL	Packaged Services - Overage (Monthly) Overage Charges		Trip	\$1.52	Variable
ARCM1	HL	ARB Clearinghouse - Claims Allows for Customer to submit Claim Transactions to those Payers accessible through the service.	2700	Claim	\$0.36	\$972.00
ARCM10	HL	ARB Clearinghouse - Claims (Overage) Allows for Customer to submit Claim Transactions to those Payers accessible through the service.		Claim	\$0.36	Variable

MONTHLY FEES: \$5,071.50

TOTAL FEES FOR INITIAL TERM: \$182,574.00

Terms

Monthly Fees Commencement Date. Notwithstanding anything to the contrary in the Agreement, Monthly Fees will commence on the expiration of the term of the previous Order governing Software, SaaS or Services set forth in this Order (the "**Monthly Fees Commencement Date**").

Special Terms. To the extent required by the applicable laws of the State of Florida ("**State Law**"), the following terms and conditions apply and control over any conflict with the other terms and conditions of the Agreement:

- (a) Customer's indemnification and defense obligations do not apply to the extent prohibited by applicable State Law; and
- (b) if Customer is required to comply with State Law regarding public or open records, and if Customer receives a request for such records under State Law for documents containing ZOLL Confidential Information and concludes that the documents are not otherwise exempt from public disclosure, then Customer shall provide ZOLL notice of the request in a timely manner before releasing the documents in order to afford ZOLL sufficient time to review such documents and challenge the disclosure request in court at ZOLL's expense.

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

This Order is governed by and subject to the Master Software, SaaS and Services Agreement, including applicable addenda, attached hereto and incorporated herein by reference (the "**Agreement**"), as modified herein and by the Addendum Agreement between Alachua County and ZOLL Data Systems, Inc. No 13822. Without limiting the generality of the foregoing, the parties agree that, beginning on the Effective Date of this Order, the Business Associate Addendum, available at <https://www.zolldata.com/legal/baa>, supersedes and replaces the Business Associate Agreement dated January 16, 2020, by and between Alachua County and ZOLL Data Systems, Inc., ("**Prior BAA**") and the Prior BAA shall be of no further force and effect.

Order Q-47108

By signing below, (1) Customer represents and warrants it has read this Order and the applicable Agreement and agrees to such terms and conditions and (2) each person below represents and warrants that she or he has the authority to bind the party for which she or he is signing.

ZOLL Data Systems, Inc.

Authorized Signature:

DocuSigned by:

D:1D2A604C8841D5
Name Sandy King
Title: Director of Operational Accounting
Date: 5/9/2023 | 10:53 PDT

Alachua County, a charter county and political subdivision of the State of Florida

Authorized Signature:

Name _____
Title: _____
Date: _____

Master Software, SaaS and Services Agreement

This Master Software, SaaS and Services Agreement (together with any applicable addendum, this “**Agreement**”) is entered into between ZOLL Data Systems, Inc. (“**ZOLL**”) and Customer (as defined in any Order referencing this Agreement) as of the Effective Date of the first Order referencing this Agreement.

1. Services

ZOLL will provide on-premises software (including any code, program or module) (“**Software**”), software-as-a-service (“**SaaS**”) or Professional Services or Maintenance Services (“**Services**”) described in each fully executed order or statement of work (each, an “**Order**”) issued under this Agreement. This Agreement will govern all Software, SaaS and Services provided to Customer during the term of this Agreement.

2. Term

The term of this Agreement (“**Term**”) will be from the Effective Date until the expiration or termination of the last effective Order executed under this Agreement, unless terminated earlier for cause. Unless otherwise specified in an Order, each Order will automatically renew on a month-to-month basis following expiration of its Initial Term (as defined in such Order), unless terminated as set forth herein.

3. Termination

A. Termination for Convenience. A party may terminate any Order issued pursuant to this Agreement without cause with thirty (30) days’ prior written notice to the other party.

B. Termination for Cause. A party may terminate any Order issued pursuant to this Agreement for cause if (I) the other party has breached any material term or condition of that Order or this Agreement and (II) such breach is not cured within thirty (30) days after written notice of breach to the breaching party.

C. Effects of Termination.

I. Early Termination Fee. If any Order is terminated by Customer without cause or by ZOLL for cause during its Initial Term, then Customer will immediately pay ZOLL an early termination fee equal to the total Fees payable by Customer during the Initial Term less the total Fees paid by Customer prior to the effective date of termination.

II. General. Upon expiration or termination of any Order: (a) Customer’s (1) license to Software (excluding Software subject to a perpetual license) and (2) right to access or use SaaS or Services, including associated user guides or operating manuals (“**Documentation**”), listed in such Order, will immediately terminate; and (b) Customer will return or destroy all copies of Software (excluding Software subject to a perpetual license) and Documentation listed in such Order in Customer’s possession or control. The foregoing sentence will also apply to Software subject to a perpetual license if the applicable Order is terminated for cause by ZOLL as a result of Customer’s material breach of Section 6 (Intellectual Property) or failure to provide payment in full for Software.

4. Confidentiality

A. Confidential Information. “**Confidential Information**” means any information, technical data, or know-how, including, without limitation, information relating to software, products, services, customers, personnel, markets, research, intellectual property, inventions, processes, designs, marketing, future business strategies, trade secrets, finances and other nonpublic information of the disclosing party, including the details of this Agreement and any Order under this Agreement.

B. Non-Confidential Information. Confidential Information does not include information that the receiving party can establish: (I) was lawfully known by the receiving party prior to its disclosure by the disclosing party; (II) is, or becomes, generally known to the public without breach of this Agreement; (III) is obtained by the receiving party in good faith from a third party without any communicated confidentiality obligation; or (IV) is independently developed by the receiving Party without use of the disclosing party’s Confidential Information.

C. Non-Disclosure. The receiving party will use the disclosing party’s Confidential Information only for purposes of this Agreement and applicable Orders under this Agreement and will not disclose it to any person or entity other than its or its Affiliates’ employees, directors, contractors, consultants, service providers, counsel or agents who have a reasonable need to know such information and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being “**Authorized Recipients**”). Users (as defined below) and any third party authorized by Customer to receive Customer’s Confidential Information are Authorized Recipients of Customer. “**Affiliates**” means any corporate entity that, directly or indirectly, controls or is controlled by, or is under common control with, a party. The receiving party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement. The receiving party will use the same standard of care to protect the

disclosing party's Confidential Information as it uses to protect its own similar confidential and proprietary information, but no less than reasonable care. Notwithstanding the non-disclosure requirements of this section, Customer authorizes ZOLL to refer to Customer as a customer and use Customer's name and logo in such references. Each party agrees that damages will not be adequate to protect the other party in the event of an actual or threatened breach of the confidentiality and nondisclosure obligations of this Agreement and that either party may take equitable action, including seeking injunctive relief, to enforce such obligations.

D. Legal Disclosure. If it becomes necessary for the receiving party to disclose any Confidential Information to enforce this Agreement or comply with a judicial or administrative proceeding (or equivalent process), the receiving party will, to the extent legally permitted, provide the disclosing party with prompt written notice so the disclosing party may, at the disclosing party's expense, seek a protective order or other appropriate remedy to protect such information. If such protective order or other remedy is not obtained, the receiving party will not be in breach of this Agreement by furnishing such Confidential Information as required. Prior to disclosing any patient information, protected health information or personal identifiable information to ZOLL, Customer will obtain the legal right to disclose such information to ZOLL.

5. Use of Software, SaaS and Services

ZOLL will perform Services in a professional and workmanlike manner using qualified personnel in accordance with each Order. Customer will comply with all laws and regulations applicable to its use of Software, SaaS or Services, including complying with, and notifying ZOLL of, export and import control laws and regulations applicable to Customer. Customer will implement and maintain industry standard administrative, technical and security standards or safeguards designed to ensure the security and confidentiality of Software or SaaS that Customer receives from ZOLL. ZOLL may suspend access to Software or SaaS if ZOLL determines, in its reasonable discretion, that Customer has failed to comply with applicable law or implement or maintain such standards or safeguards until Customer complies with applicable law or implements and maintains such standards or safeguards, as applicable. Customer is responsible for the procurement, maintenance, performance and security of any network, connection, service or device not provided or managed by ZOLL. Customer agrees to use current operating systems and browsers that support protocols and procedures accepted by ZOLL. In connection with this Agreement, Customer will reasonably and timely cooperate with ZOLL, including providing ZOLL with access to Customer's equipment, software and data, including remote access, necessary for the implementation and operation of Software and SaaS or performance of Services. Customer will not require ZOLL to comply with additional contractual or policy requirements not already contained in this Agreement or the applicable Order in order to receive such access. ZOLL will provide Customer with the specifications of available remote access methods, and Customer will be responsible for the costs associated with any selected method. Customer agrees not to use Software or SaaS in excess of its authorized login protocols. Customer will immediately notify ZOLL of any unauthorized access to or use of Software or SaaS, Customer's login ID, password or account or other breach of security.

6. Intellectual Property

A. Ownership. ZOLL, including its Affiliates, licensors and service providers, as applicable, retains 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, in and to Software, SaaS, Services, Documentation and any other information or materials related to Software, SaaS or Services, including, without limitation, all object code, source code, modifications, know-how, ideas, technology, processes, techniques, inventions, or technical information relating to any of the foregoing and any derivative works thereof. Any rights not expressly granted to Customer hereunder are reserved by ZOLL, including its Affiliates, licensors and service providers, as applicable. To the extent Customer acquires any rights in Software, SaaS, Services, Documentation or any other information or materials related to Software, SaaS or Services, including any derivative work created by Customer, by operation of law despite the terms of this Agreement, Customer hereby assigns those rights to ZOLL and agrees to take such further actions as necessary to give effect to this section.

B. Restrictions. Except as expressly permitted by this Agreement, Customer will not, and will not permit any third party to: (I) use, reproduce, modify, adapt, alter, translate or create derivative works from Software, SaaS, Services or Documentation; (II) merge Software, SaaS or Services with other software or services; (III) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to Software, SaaS, Services or Documentation to any third party; (IV) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for Software or SaaS; (V) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in Software, SaaS, Services or Documentation; or (VI) otherwise use or copy Software, SaaS, Services or Documentation.

C. Customer Content; Feedback. 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 Software, SaaS or Services ("**Customer Content**"); provided that ZOLL may de-identify and use Customer

Content for any lawful purpose consistent with applicable law. Customer grants to ZOLL and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, make and incorporate into its Software, SaaS or Services any suggestion, enhancement request, recommendation, correction or other feedback relating to the operation of Software, SaaS or Services provided by Customer or its Users. "User" means Customer's or its Affiliates' employees, directors, principals, partners, consultants or agents authorized to use Software, SaaS or Services on behalf of Customer and registered and approved by ZOLL, in ZOLL's sole discretion, for such use in accordance with ZOLL's procedures.

7. Users

Users may utilize Software, SaaS, Services and Documentation to the same extent Customer is allowed to use and benefit from such Software, SaaS, Services and Documentation; provided that: (A) each User's use of, or benefit from, Software, SaaS, Services and Documentation will be subject to all applicable terms, conditions and limitations (including aggregate usage limitations) of this Agreement and each applicable Order; (B) Customer, as the signatory to this Agreement, will be responsible for each User's compliance with the terms, conditions and limitations of this Agreement; and (C) ZOLL, in its sole discretion, may require certain Users (for example, third-party billing service providers, hospitals or EMS agencies) and Customer to sign ZOLL's third-party access and use form prior to ZOLL granting such User access to the applicable Software, SaaS, Services or Documentation.

8. Indemnification

A. ZOLL. ZOLL will defend any action against Customer or its agents, officers, directors, or employees (the "**Customer Parties**") brought by a third party alleging that Software, SaaS or Services infringe any U.S. patents or copyrights or misappropriate any trade secrets of a third party and will indemnify and hold the Customer Parties harmless from 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 by ZOLL in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (I) promptly notifying ZOLL in writing of such claim or action; (II) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (III) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. ZOLL will not enter into any settlement that imposes any legal liability or financial obligation on Customer without Customer's prior written consent. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense. If any Software, SaaS or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense: (a) procure for Customer the right to continue using it; (b) modify it, or replace it with a substantially similar software or service, so that it becomes non-infringing; (c) in the case of Software subject to a perpetual license, require its return and refund Customer a pro-rata portion of the Fees for such Software based on a thirty-six (36)-month straight-line depreciation; or (d) terminate the applicable Order, in whole or in part. Notwithstanding the foregoing, ZOLL will have no indemnification or other obligation hereunder with respect to any infringement claim to the extent based upon: (1) use of Software, SaaS or Services not in accordance with this Agreement or the applicable Order; (2) use of Software, SaaS or Services in combination with products, equipment, software, services or data not supplied by ZOLL; (3) the failure of Customer to implement the latest release of, or any replacements, corrections or modifications made available by ZOLL for, Software, SaaS or Services; (4) Customer Content; or (5) any modification of any of Software, SaaS and Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This section states ZOLL's entire liability and Customer's exclusive remedy for any claims of infringement.

B. Customer. Customer will defend any action against ZOLL, its Affiliates and their respective agents, officers, directors and employees (the "**ZOLL Parties**") and will indemnify and hold the ZOLL Parties harmless from those costs and damages finally awarded against the ZOLL Parties in any such action brought by a third party arising out of or related to: (I) Customer Content; or (II) the Customer Parties' or its Users use of Software, SaaS or Services allegedly in violation of the Agreement, Order, Documentation or applicable law. ZOLL will: (a) promptly notify Customer in writing of such claim or action; (b) give Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperate with Customer and, at Customer's request and expense, assist in such defense. Customer will not enter into any settlement that imposes any legal liability or financial obligation on ZOLL without ZOLL's prior written consent.

9. Representations and Warranties

A. Mutual. Each party represents that it has full legal authority to enter into this Agreement and perform its obligations hereunder and that no third-party rights or permissions are required in order for it to do so.

B. ZOLL. ZOLL warrants that Services will be performed in a professional and workmanlike manner. Customer must provide written notice to ZOLL within thirty (30) days of the completion of Services alleged to have been performed inconsistent with this warranty, otherwise this warranty will be void. Customer's sole remedy and ZOLL's sole obligation in the event of a breach of this warranty is, at ZOLL's option, to re-perform Services or refund the amounts paid by Customer for Services that were not as warranted.

C. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN APPLICABLE ADDENDUM: (I) SOFTWARE, SAAS AND SERVICES ARE PROVIDED STRICTLY ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW; (II) ZOLL DOES NOT PROMISE THAT SOFTWARE, SAAS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE; AND (III) ZOLL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTE, COMMON LAW, COURSE OF DEALING, TRADE USAGE, OR OTHERWISE.

10. Limitation of Liability

NEITHER ZOLL, NOR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, WILL BE LIABLE FOR LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR AN ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR SOFTWARE, SAAS AND SERVICES PROVIDED UNDER THE APPLICABLE ORDER DURING THE TWELVE (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 WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

11. Payments

A. Billing. Customer will pay ZOLL the fees as set forth in the applicable Order (“**Fees**”). All payments will be in U.S. dollars unless otherwise agreed by the parties. Unless otherwise expressly provided in this Agreement or the applicable Order, all Fees are nonrefundable, and Customer will pay ZOLL all Fees due under such Order within thirty (30) days after the date of the invoice for such Fees. If any invoiced Fees are past due: (I) such past-due Fees will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less; (II) ZOLL, in its sole discretion and not in lieu of any other remedy, may cease providing Software, SaaS and Services, until ZOLL has received payment from Customer for all invoiced and past-due Fees plus accrued interest; and (III) ZOLL, in its sole discretion, may revoke any discounts previously offered to Customer. Customer will pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with the collection of late payments. After the Initial Term set forth in the applicable Order, ZOLL may increase Fees annually.

B. Taxes. Fees exclude all taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any jurisdiction (“**Taxes**”). Customer is responsible for paying Taxes assessed in connection with its or its User's use of Software, SaaS or Services. If ZOLL believes it is legally obligated to invoice Customer for Taxes, ZOLL will include any Taxes as a separate line item on an invoice unless Customer provides ZOLL with a current tax exemption certificate issued by the appropriate taxing authority.

C. Expenses. Unless otherwise set forth in the applicable Order, Customer will reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL (“**Expenses**”) in providing Services.

D. Invoicing. Unless otherwise set forth in the applicable Order, ZOLL will invoice Customer for Fees approximately as follows:

- I. **One-Time Fees**—on the Effective Date (as defined in the applicable Order);
- II. **Monthly Fees* or Maintenance Fees****—monthly in advance;
- III. **Professional Services Fees**—on completion of the Professional Services; and
- IV. **Expenses**—as soon as reasonably practicable after such expenses are incurred.

* Unless otherwise set forth in the applicable Order, Monthly Fees will commence on the earlier of (a) the date deployment of Software or SaaS is complete and able to function as described in the warranty for such Software or SaaS (“**Deployment Completion Date**”) or (b) sixty (60) days after the Effective Date (as defined in the applicable Order) (the “**Monthly Fees Commencement Date**”). The first invoice for Monthly Fees will include the Monthly Fees for the first and second months and will be prorated to account for any partial month. For Monthly Fees for certain ZOLL AR Boost (as defined in the SaaS Addendum) and Mobile Care Connect, ZOLL may invoice Customer monthly in arrears.

** Unless otherwise set forth in the applicable Order, Maintenance Fees will commence sixty (60) days following the commencement of any Software Warranty. The first invoice for Maintenance Fees will be prorated to account for any partial quarter.

12. Professional Services

A. General. ZOLL will use commercially reasonable efforts to provide the professional services set forth in an Order ("**Professional Services**"), and Customer and ZOLL agree to cooperate in good faith to achieve satisfactory completion of the Professional Services. Customer acknowledges that ZOLL's performance of the Professional Services is materially dependent on Customer's cooperation and that timelines for completion of Professional Services are estimates that may be revised due to third parties engaged as part of the Professional Services or Customer's responsiveness, cooperation and resources. Accordingly, ZOLL will not be liable for any deficiency in the performance of Professional Services to the extent such deficiency results from any acts or omissions of Customer or a third party, including, but not limited to, Customer's failure to provide the necessary cooperation, access and assistance as required hereunder. Customer will reimburse ZOLL for any reasonable costs incurred by ZOLL in connection with such failure. Customer is solely responsible for ensuring that specifications provided to ZOLL in connection with the Professional Services comply with applicable laws and regulations.

B. Installations. If Customer (I) fails to schedule installation of Software, SaaS or Services to occur within six (6) months from the Effective Date (as defined in the applicable Order) or (II) postpones or cancels a scheduled installation with less than thirty (30) days' written notice to ZOLL, then ZOLL may charge, and Customer will pay, an additional installation fee plus any additional costs already incurred (such as a \$200 travel change fee to cover increased travel costs as a result of the rescheduling).

13. General

A. Assignment. Customer will not assign or transfer this Agreement or any Order, nor its interest, rights or responsibilities under this Agreement or any Order, except with written consent of ZOLL, which will not be unreasonably withheld. Any attempted assignment or transfer in violation of the foregoing will be null and void.

B. Notices. All notices under this Agreement must be delivered in writing by email, courier or certified or registered mail (postage prepaid and return receipt requested) to the other party at the applicable email or physical address set forth in the applicable 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.

C. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by the laws of the State of Colorado without reference to its choice of law rules. Any action or proceeding arising from or relating to this Agreement must be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the personal and exclusive jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY IRREVOCABLY, 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.

D. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be changed and interpreted by the court of competent jurisdiction 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.

E. Independent Contractors. The parties are independent contractors. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or general agency relationship between the parties.

F. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies: Software, SaaS and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. §12.212 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 and §227.7202-3. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, Customer receives only those rights to Software or SaaS as provided under the terms and conditions of this Agreement.

G. Third Parties. Customer is solely responsible for, and none of the Fees or Expenses set forth herein will be deemed to cover, any amounts owed to third parties in connection with the use of Software, SaaS and Services, including without limitation, clearinghouse fees. Customer must obtain ZOLL's prior written consent before engaging a third-party provider ("**Third-Party Provider**") to allow third-party software, SaaS or services ("**Third-Party Software, SaaS or Services**") to integrate with, receive data from or access Software, SaaS or Services. ZOLL will have no liability for, or in

connection with, and makes no representations or warranties with respect to, any Third-Party Software, SaaS or Services, and no Third-Party Provider will be an agent or subcontractor of ZOLL. Customer agrees that to the extent Third-Party Provider sends, receives, maintains or transmits any Customer Content, including without limitation, protected health information (collectively, “**Sharing**”), or takes any action with respect to Software, SaaS or Services, such Third-Party Provider does so on behalf of Customer and not of ZOLL. If Third-Party Software, SaaS or Services require or result in Sharing Customer Content with a Third-Party Provider, Customer consents to ZOLL and its Affiliates Sharing Customer Content with such Third-Party Provider, and Customer represents and warrants that such Sharing does not violate any agreement, law, regulation or other legal standard. Upon the earlier of: (I) termination of the Third-Party Provider's need for access to the applicable Software, SaaS or Services or (II) termination of Customer's agreement with a Third-Party Provider pertaining to Third-Party Software, SaaS or Services, Customer will immediately terminate Third-Party Provider's access to Software, SaaS and Services and notify ZOLL thereof. To the extent Software, SaaS or Services contain software, services or content owned by a third party for which ZOLL has a license agreement with such third party, Software, SaaS and Services and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software. Customer will promptly reimburse ZOLL for any Fees incurred by ZOLL for Third-Party Software, SaaS or Services after the date of expiration or termination of an Order (such as the remainder of an annual fee charged to ZOLL for such Third-Party Software, SaaS or Services).

H. Force Majeure. Each party's failure to perform in a timely manner will be excused to the extent caused by conditions beyond the reasonable control of the affected party that could not have been avoided by reasonable diligence. Such conditions may include, but are not limited to, natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected party, strikes, acts of God, pandemics, wars (declared and undeclared), acts of terrorism, riots, embargoes, and civil insurrection, but will not include a lack of funds or insufficiency of resources caused by lack of funds. The affected party will immediately give notice to the other party of such delay and will resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected party may terminate this Agreement without being in breach of this Agreement.

I. Entire Agreement; Amendment; No Third-Party Beneficiaries; Online Customer Community; Survival. This Agreement, together with the applicable Order, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com or emscharts.com. In the event of a conflict between this Agreement, including applicable addenda, the applicable Order or any agreement at zollonline.com or emscharts.com, the order of precedence will be as follows: (I) the applicable Order; (II) this Master Software, SaaS and Services Agreement, (III) the Business Associate Addendum; (IV) the Software-as-a-Service Addendum or Software Addendum, as applicable; (V) any other addenda, if applicable; and (VI) agreements at zollonline.com or emscharts.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, will be wholly inapplicable to Software, SaaS and Services and will not be binding in any way on ZOLL. The section headings in this Agreement are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement. This Agreement may not be amended or changed except in writing signed by both parties. 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, and any waiver must be in writing and signed by the waiving party. Except as otherwise expressly stated herein, the parties' rights and remedies under this Agreement are cumulative. Neither party will have any obligation to enter into any Order. Customer may participate in ZOLL's online customer community in accordance with the terms of such community. Except as expressly set forth herein, 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 will continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 3.C (Effects of Termination), Section 4 (Confidentiality), Section 5 (Use of Software, SaaS and Services), Section 6 (Intellectual Property), Section 7 (Users), Section 8 (Indemnification), Section 9 (Representations and Warranties), Section 10 (Limitation of Liability), Section 11 (Payments) and Section 13 (General). This Agreement may be signed and delivered electronically and executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

Business Associate Addendum

1. Applicability

This Business Associate Addendum (this "**Business Associate Addendum**") applies to any Order and the Agreement between Customer ("**Covered Entity**") and ZOLL ("**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**"). Terms used but not otherwise defined in this Business Associate Addendum will have the same meaning as those terms in HIPAA and the Master Software, SaaS and Services Agreement, as applicable; provided that PHI will refer only to protected health information of Covered Entity unless otherwise stated.

2. Compliance and Agents

To the extent it has access to PHI, Business Associate will fully comply with the requirements of this Business Associate 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 Business Associate Addendum.

3. Use and Disclosure; Rights

Business Associate will not use or disclose PHI except as permitted under this Business Associate 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 Business Associate 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: (Y) the disclosure is required by law; or (Z) 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 will 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 will 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 Business Associate 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 will report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Business Associate Addendum and any security incident of which it becomes aware. Business Associate will, within fifteen (15) days 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. The notice will 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 Business Associate 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 will 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 will make available for amendment PHI in a designated record set and will 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 will document 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 will make available to the U.S. Department of Health and Human Services ("DHHS"), Business Associate's 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 will 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 Business Associate Addendum will take effect on the effective date of the Agreement and will continue in effect unless and until either party terminates this Business Associate 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 Business Associate Addendum, Covered Entity and Business Associate will 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 Business Associate Addendum. Business Associate will take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

15. Return of PHI

Business Associate will, upon termination of this Business Associate Addendum, and if feasible: (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 Business Associate 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. Deidentified 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 Business Associate Addendum will survive the execution, delivery and performance of this Business Associate Addendum.

18. Further Assurances; Conflicts

Each party will 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 Business Associate Addendum. The terms and conditions of this Business Associate Addendum will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement will remain in full force and effect. Any ambiguity in this Business Associate Addendum with respect to the Agreement will 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 Business Associate Addendum.

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 Business Associate Addendum and may affect the parties' obligations under this Business Associate Addendum. The parties agree to take such action as is necessary to amend this Business Associate Addendum from time in order as is necessary for Covered Entity to comply with HIPAA.

Software-as-a-Service Addendum

1. Applicability

This Software-as-a-Service Addendum (this “**SaaS Addendum**”) applies to SaaS designated in a current Order between Customer and ZOLL. Capitalized terms not defined below but used herein will have the same meaning as in the Master Software, SaaS and Services Agreement.

2. SaaS

Subject to the terms and conditions of the Agreement, during the Term (as defined in the applicable Order), ZOLL will use commercially reasonable efforts to make SaaS available to Customer in accordance with the Documentation. ZOLL may modify and upgrade SaaS, on an ongoing basis, including adding, removing or modifying the functionality or features of SaaS. ZOLL will use commercially reasonable efforts to inform Customer prior to the implementation of such material changes affecting SaaS utilized by Customer. ZOLL will, at no additional charge, provide applicable standard customer support for SaaS to Customer as detailed in the applicable Documentation.

3. Warranty

Subject to the terms and conditions of the Agreement, including the disclaimer in Section 9.C of the Agreement, ZOLL warrants that during the Term, SaaS will materially operate in accordance with the Documentation. Customer must provide written notice to ZOLL within thirty (30) days of the alleged inconsistency with this warranty, otherwise this warranty will be void. Customer’s sole remedy and ZOLL’s sole obligation in the event of a breach of this warranty is for ZOLL to, at ZOLL’s option, correct the material nonconformity or terminate the applicable Order.

4. Service Level Agreement

A. Service Level Commitment. ZOLL will use commercially reasonable efforts to make SaaS available to Users with a Monthly Uptime Percentage (as defined below) of at least 99.0% during any calendar month (the “**Service Level Commitment**”). The Service Level Commitment does not apply to Customer’s access of Inactive Customer Content (as defined below).

B. Definitions

I. “**Monthly Uptime Percentage**” is calculated each calendar month as follows:

$$\frac{((\text{Total} - \text{Unexcused Downtime}) / \text{Total}) * 100}{100} = \text{Monthly Uptime Percentage.}$$

II. “**Total**” means the total minutes in a calendar month.

III. “**Unexcused Downtime**” means Downtime, excluding Excused Downtime.

IV. “**Downtime**”, expressed in minutes, means any time SaaS is not available to Users.

V. “**Excused Downtime**” means Downtime caused by: (a) Standard Maintenance; (b) Emergency Maintenance; (c) services, software or hardware provided by anyone or any entity other than ZOLL (such as a cellular network carrier or mobile handset provider); (d) software, services or systems operating outside of ZOLL’s control, including any software or systems operating on a Customer’s premises (including ZOLL software operating on such premises); (e) a Force Majeure Event; or (f) Customer’s or its Users’ acts or omissions.

VI. “**Standard Maintenance**” means work performed by ZOLL when upgrades or system updates are desirable (including, without limitation, standard software release and non-critical software updates). Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. Mountain Time. ZOLL will inform Customer at least twenty-four (24) hours in advance of Standard Maintenance.

VII. “**Emergency Maintenance**” means work performed by ZOLL when a critical system update must be applied quickly (including, without limitation, hardware patches that address server vulnerabilities or a critical software update). ZOLL will use commercially reasonable efforts to inform Customer at least thirty (30) minutes in advance of Emergency Maintenance.

C. Service Credit. For any calendar month where the Service Level Commitment for any SaaS is not met, ZOLL will provide a service credit equal to ten percent (10%) of Customer’s Monthly Fee for such SaaS (“**Service Credit**”); provided that Customer must: (I) request such Service Credit in writing within thirty (30) days of the end of the calendar month in which ZOLL failed to meet its Service Level Commitment; and (II) include in such request the nature, date and time of the Unexcused Downtime. If ZOLL is able to verify such Unexcused Downtime, such Service Credit will be applied to a future month’s invoice for such SaaS, which is typically two (2) months later. Failure to submit a written request for

Service Credit as provided in this Section will constitute a waiver of such Service Credit by Customer. The Service Credit set forth in this Section will be Customer's sole and exclusive remedy for ZOLL failing to meet the Service Level Commitment for any SaaS in a given calendar month.

D. Modifications. 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 Downtime. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any SaaS upon at least six (6) months' notice to Customer.

5. Customer Content

A. Security. ZOLL will implement commercially reasonable security measures designed to prevent unlawful access to Customer Content by third parties.

B. Customer Compliance. Although ZOLL will use commercially reasonable efforts to (I) maintain the integrity of the Customer Content, (II) back up the Customer Content and (III) to provide full and ongoing access to SaaS, loss of access to SaaS and loss of Customer Content may occur. Customer is solely responsible for maintaining any Customer Content that it requires for archival purposes, ongoing management of its operations or compliance with all records retention requirements applicable to it. Customer agrees that it is not relying on ZOLL to assist with determining the records maintenance or retention requirements applicable to it. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in SaaS or otherwise arising out of circumstances not within ZOLL's control.

C. Retention Period for Active Customer Content. Unless otherwise specified 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*, thirteen (13) months, and with respect to other SaaS, five (5) years 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**").

D. Return, Destruction or Storage of Active Customer Content. Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer will exercise by informing ZOLL in writing, within thirty (30) days of receiving the notice, that either (I) Customer wishes to receive Active Customer Content in a database format determined by ZOLL in its sole and absolute discretion (a "**Database**"), or (II) 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 thirty (30)-day period, ZOLL will have the right to destroy the Active Customer Content.

E. Inactive Customer Content. ZOLL may periodically identify Customer Content that has had no activity associated with it for at least one hundred eighty (180) days ("**Inactive Customer Content**") and notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data. However, Customer may request, in writing, within thirty (30) days of receiving such notice from ZOLL, that ZOLL provide a Database of the Inactive Customer Content or store, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such thirty (30)-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control.

6. Additional Terms and Conditions

A. ZOLL AR Boost. If an Order includes ZOLL AR Boost, including Insurance Discovery, Insurance Verifier, Demographic Verifier, Self-Pay Analyzer, Deductible Monitoring, Claims Status, Enhanced MBI Discovery, Prior Authorization Determination, Prior Authorization Submission, Benefits Verification, Patient Financial Responsibility or related products and services, either separately or as part of ZOLL Billing, RescueNet® Billing Pro, Packaged Services, Packaged Services Premium, AR Boost or another combination of products or services (collectively, "**ZOLL AR Boost**"), then Customer agrees the ZOLL AR Boost Addendum located at <https://www.zolldata.com/legal> will additionally govern and apply to such ZOLL AR Boost.

B. TomTom. If an Order includes geographic databases, digital maps, software applications, dynamic spatial data and related materials (the "**TomTom Products**") provided by TomTom, Inc., then Customer agrees the TomTom Addendum located at <https://www.zolldata.com/legal> will additionally govern and apply to such TomTom Products.

C. NEMSIS Extracts. If an Order includes Standard NEMSIS Extract, 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. Should Customer require such a plug-in to the NEMSIS

Extract in order to meet these state requirements, Customer must purchase a state-specific NEMESIS Plug-In from ZOLL if and as available.

D. ICC Codes. If an Order includes ICC Codes, Software provided to Customer under this Agreement contains information which is proprietary to and copyrighted by or licensed to International Code Council, Inc. (the "**ICC Codes**"). The portions of information copyrighted by or licensed to the International Code Council, Inc., have been obtained and reproduced with permission. The acronym ICC® and the ICC logo are federally protected trademarks and service marks of ICC. All other code titles are the trademarks and services marks of the International Code Council, Inc. Without advance written permission from the International Code Council, Inc., no part of the International Code Council, Inc.'s copyrighted or licensed material may be reproduced, distributed or transmitted in any form of by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, printing, or recording by or in an information storage retrieval system). For information on permission to copy the International Code Council, Inc. materials, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-422-7233 (ICC-SAFE).

Software Addendum

1. Applicability

This Software Addendum (this “**Software Addendum**”) applies to Software designated in a current Order between Customer and ZOLL. Capitalized terms not defined below but used herein will have the same meaning as in the Master Software, SaaS and Services Agreement.

2. Software

Subject to the terms and conditions of the Agreement, ZOLL grants to Customer a limited, non-exclusive, non-transferable license to: (A) install and use Software, (I) in executable code format only, (II) in the quantity specified in such Order, (III) in accordance with the License Type (as defined below) specified in such Order, and (IV) for Customer’s internal business purposes only; (B) create one (1) copy of Software solely for backup or archival purposes; (C) install and use one (1) copy of Software only for testing or development purposes; and (D) copy and reproduce the Documentation for Customer’s internal business purposes.

3. Warranty

Subject to the terms and conditions of the Agreement, including the disclaimer in Section 9.C of the Agreement, ZOLL warrants for ninety (90)-days following the Deployment Completion Date of any Software that such Software will materially operate in accordance with the Documentation (the “**Software Warranty**”); provided, that the Software Warranty will only apply to an initial purchase of Software and not to additional quantities or purchases of Software or related modules. Customer must provide written notice to ZOLL within thirty (30) days of the alleged inconsistency with this warranty, otherwise this Software Warranty will be void. Customer’s sole remedy and ZOLL’s sole obligation in the event of a breach of this warranty is for ZOLL to, at ZOLL’s option, correct the material nonconformity or terminate the applicable Order.

4. License Types

Customer will install and use Software in accordance with the type of license that has been granted in the Order for such Software (“**License Type**”). Customer may not use Software in a manner that circumvents or interferes with access controls applicable to Software.

License Type	Duration	Installation	Access and Use
Concurrent User License (“ CUL ”)	Perpetual	Unlimited number of devices	Limited to number of concurrent Users
Device License (“ DL ”)	Perpetual	Limited to number of specific devices	Limited to number of specific devices
Node License (“ NL ”)	Perpetual	Unlimited number of devices	Limited to number of devices concurrently using Software
Population License (“ PPL ”)	Perpetual	Unlimited number of devices	Limited to number of resources specified (crew, vehicles, etc.)
Principal License (“ PL ”)	Perpetual	Limited to number of devices	Unlimited number of Users
Site License (“ SL ”)	Perpetual	Unlimited number of devices at the unique street address	Unlimited number of concurrent Users at the unique street address
Subscription License (“ SUB ”)	Term	Unlimited number of devices	Limited to number of concurrent Users
Third-Party License (“ TPL ”)	Variable	As set forth by the Third-Party Provider	As set forth by the Third-Party Provider

5. Maintenance

A. Term and Applicability. Maintenance services set forth in the applicable Order (“**Maintenance Services**”) will begin ninety (90) days following the commencement of any Software Warranty and will continue thirty (30) days following the date Customer provides written notice of cancellation of the Maintenance Services. To reinstate cancelled or suspended Maintenance Services, Customer must pay the Maintenance Fees that would have been due for such Software for the time period between cancellation or suspension and reinstatement of Maintenance Services. Maintenance Services are available only for Customer’s production environment of Software and are not available for Third-Party Software, SaaS or Services. Notwithstanding anything to the contrary in the Agreement or this Software Addendum, ZOLL may cease providing any Software and Maintenance Services upon six (6) months’ advance notice to Customer. The following paragraphs of this Section 5 (Maintenance) apply only while Customer is current in payment of Maintenance Fees.

B. Emergency Support. ZOLL will provide 24/7 telephonic support for reproducible defects in the latest version of Software installed on supported hardware and software (“**Supported Software**”) that cause the Supported Software to not operate substantially in accordance with the Documentation (an “**Error**”) and completely prevent Customer from using the Supported Software (an “**Emergency**”). For example, the inability of all Users to use the Supported Software constitutes an Emergency, but the inability of a single User to use the Supported Software does not constitute an Emergency because there is an acceptable workaround available (for example, another User may log in).

C. Technical Support. ZOLL will provide telephonic support between 6:00 AM to 6:00 PM Mountain Time, Monday to Friday, excluding ZOLL holidays (“**Business Days**”) for all non-Emergency Errors. Such telephonic support may 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. Customer may only submit Errors to ZOLL via email at support@zoll.com or through ZOLL's call center at 1-800-663-3911. ZOLL will create an incident report within one Business Day following submission by Customer and will provide Customer with a service request number for each Error. ZOLL will use commercially reasonable efforts to provide a modification, workaround or action plan for each Error.

D. Exclusions. ZOLL will have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (I) Customer's modification or combination of the Supported Software (in whole or in part); (II) use of the Supported Software on non-supported hardware or software; (III) hardware, telecommunications or internet failures; (IV) Third-Party Software, SaaS or Services; or (V) physical, electrical, electromagnetic or other disruptions. Any Maintenance Services performed by ZOLL for any such Errors will be made, in ZOLL's discretion, at ZOLL's then-current time and material charges.

E. Updates. ZOLL may provide a new general release for Supported Software. Customer will be solely responsible for the installation of any new general release for the Supported Software in accordance with the Documentation and installation instructions provided by ZOLL to Customer.

F. Designated Interface. Subject to ZOLL's agreement, Customer will designate an individual or group who have been trained to support the Supported Software to coordinate all Maintenance Services requests from Customer and only such individual or group will be permitted to request and coordinate Maintenance Services from ZOLL.

6. Additional Terms and Conditions

A. Inspection. During the Term and for a period of six (6) months thereafter, ZOLL will have the right to inspect Customer's records relating to Customer's use of and payment for Software. If Customer has underpaid Fees for (or overused) such Software by more than five percent (5%), Customer will pay the cost associated with such inspection and any amounts owed.

B. TomTom. If an Order includes geographic databases, digital maps, software applications, dynamic spatial data and related materials (the "**TomTom Products**") provided by TomTom, Inc., then Customer agrees the TomTom Addendum located at <https://www.zolldata.com/legal> will additionally govern and apply to such TomTom Products.

C. NEMSIS Extracts. If an Order includes Standard NEMSIS Extract, 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. 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 if and as available.

D. ICC Codes. If an Order includes ICC Codes, Software provided to Customer under this Agreement contains information which is proprietary to and copyrighted by or licensed to International Code Council, Inc. (the "**ICC Codes**"). The portions of information copyrighted by or licensed to the International Code Council, Inc., have been obtained and reproduced with permission. The acronym ICC® and the ICC logo are federally protected trademarks and service marks of ICC. All other code titles are the trademarks and services marks of the International Code Council, Inc. Without advance written permission from the International Code Council, Inc., no part of the International Code Council, Inc.'s copyrighted or licensed material may be reproduced, distributed or transmitted in any form of by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, printing, or recording by or in an information storage retrieval system). For information on permission to copy the International Code Council, Inc. materials, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-422-7233 (ICC-SAFE).

Fees Addendum

Fees in an Order for Software or SaaS are subject to adjustment as set forth below. Usage is measured against the Unit indicated in an Order. Capitalized terms not defined below but used herein will have the same meaning as in the Master Software, SaaS and Services Agreement. If Monthly Fees are based on the quantity of Concurrent Users, Monthly Fees will be increased by \$10 per month for any User registered exceeding 200% of the permitted quantity of Concurrent Users.

Software or SaaS	Audit Period	Threshold	Adjustment
ZOLL AR Boost	Monthly following the Monthly Fees Commencement Date	Total Monthly Fee for ZOLL AR Boost	If the sum of the actual monthly usage of all ZOLL AR Boost line items in an Order times the applicable Unit Price exceeds the Monthly Fees, Customer will pay an amount equal to such excess usage times the applicable Unit Price. In no event will Customer pay less than the applicable Monthly Fees for any month.
Mobile Care Connect	Monthly following the Monthly Fees Commencement Date	100% of monthly Order Quantity	Each month, Customer will pay an amount equal to actual monthly usage times the applicable Unit Price; provided that Customer will not be pay for usage above 1,800 Units nor pay for less than 300 Units in any month.
<i>RescueNet</i> [®] Billing Pro <i>RescueNet</i> ePCR (SaaS) Packaged Services ZOLL Billing ZOLL emsCharts ZOLL Fire Reports ZOLL Respond	Annually following the Monthly Fees Commencement Date	110% of annual Order Quantity	If actual annual usage of the applicable SaaS exceeds the Threshold, then Customer will pay for actual usage above the annual Order Quantity times the Unit Price. If actual annual usage is more than 10% below annual Order Quantity, then ZOLL will issue a credit in the amount of 10% of the annual Order Quantity times the Unit Price. The Order Quantity for future months will automatically adjust to the average actual monthly usage during the Audit Period (or a subset of the Audit Period if such subset more accurately reflects projected future usage) as determined by the audit; provided that the Order Quantity will not decrease by more than 10%. The audit will exclude any Exclusions listed as a line-item in an Order, and Exclusions will be increased or decreased pro rata with adjusted Order Quantity following an audit.
<i>RescueNet</i> @Work <i>RescueNet</i> Billing <i>RescueNet</i> Dispatch <i>RescueNet</i> Eligibility <i>RescueNet</i> ePCR (Software) <i>RescueNet</i> FireRMS <i>RescueNet</i> Navigator	As needed	Quantity	Increased Quantity times Unit Price.