

**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS
MONTGOMERY COUNTY HOSPITAL DISTRICT**

The regular meeting of the Board of Directors of Montgomery County Hospital District was duly convened at 4:00 p.m., December 5, 2017 in the Administrative offices of the Montgomery County Hospital District, 1400 South Loop 336 West, Conroe, Montgomery County, Texas.

1. Call to Order

Meeting called to order at 4:00 p.m.

2. Invocation

Led by Mr. Spratt

3. Pledge of Allegiance

Led by Mr. Bagley

4. Roll Call

Present:

Bob Bagley
Chris Grice
Mark Cole
Kenn Fawn
Sandy Wagner
Brad Spratt

No Present

Georgette Whatley

5. Public Comment

There were no comments from the public.

6. Special Recognition:

November:

Field - Nathan Coon and Micha Rios

Non-Field - Katelyn Moote

October:

Non-Field - Joseph Fioretti

Mr. Stave Gauen announced his retirement to the MCHD board and presented a plaque to all MCHD employees.

Mrs. Sandy Wagner advised she was going to miss Mr. Gauen immensely and thanked him for all of his help and service to MCHD. Mr. Johnson also thanked Mr. Gauen and advised it has been such to please sure to work with him and his team.

7. Trauma Presentation by Dr. Helmer with CRMC.

Mr. Matt Davis, CEO of Conroe Regional Medical Center made an introductory statement and also introduced Dr. Helmer to the board.

Dr. Helmer gave a trauma presentation and case study to the board.

8. CEO Report to include update on District operations, strategic plan, capital purchases, employee issues and benefits, transition plans and other healthcare matters, grants and any other related district matters

9. Mr. Randy Johnson, CEO presented report to the board.

10. Consider and act on purchase of API (Application Programming Interface) for Paycom. (Mr. Cole, Chair – PADCOM)

Mr. Cole made motion to consider and act on purchase of API (Application Programming Interface for Paycom. Mr. Grice offered a second. After discussion motion passed unanimously.

11. EMS Director Report to include updates on EMS staffing, performance measures, staff activities, patient concerns, transport destinations and fleet.

Mr. Jordan Anderson, Department of Clinical Services Manager presented a report to the board.

12. Consider and act on approval for 40 Panasonic Toughpads, warranties, and mounting equipment. (Mr. Bagley, Chair – EMS Committee) (attached)

Mr. Grice made a motion to consider and act on approval for 40 Panasonic Toughpads, 4 year warranty, and mounting equipment. Mr. Bagley offered a second. After discussion motion passed unanimously.

13. Consider and act on ZOLL Master Agreement. (Mr. Bagley, Chair – EMS Committee) (attached)

Mr. Bagley made a motion to consider and act on ZOLL Master Agreement. Mr. Spratt offered a second and motion passed unanimously.

14. COO Report to include updates on infrastructure, facilities, radio system, warehousing, staff activities, community paramedicine, emergency management, and purchasing.

Mrs. Melissa Miller, COO presented a report to the board.

15. Consider and act on Lawn Maintenance RFP. (Mr. Cole, Chair - PADCOM Committee) (attached)

Mr. Cole made a motion to accept staff's recommendation for 3rd Day Creations for the Lawn Maintenance RFP. Mr. Bagley offered a second and motion passed unanimously.

16. Consider and act on the purchase of installation of standalone HVAC backup unit for MDF/IT Server room. (Mr. Cole, Chair - PADCOM Committee) (attached)

Mr. Cole made a motion to consider and act on the purchase of installation of standalone HVAC backup unit for MDF/IT Server room. Mr. Grice offered a second. After board discussion motion passed unanimously.

- 17. Consider and act on the approval of the annual EXACOM voice recorder maintenance agreement. (Mr. Cole, Chair - PADCOM Committee) (attached)**

Mr. Cole made a motion to consider and act on the approval of the annual EXACOM voice recorder maintenance agreement. Mr. Bagley offered a second and motion passed unanimously.

- 18. Consider and act on approval of EMS field radio purchases pursuant to RFP # FY2017-04-01. (Mr. Cole, Chair - PADCOM Committee) (attached)**

Mr. Cole made a motion to consider and act on approval of EMS field radio purchases pursuant to RFP # FY2017-04-01. Mr. Grice offered a second and motion passed unanimously.

- 19. Consider and act upon award of contract for MPLS Digital Microwave Equipment per RFP #FY2017-04-02 and authorize Chief Executive Officer to negotiate and execute a contract for same not to exceed budgeted amount therefor. (Mr. Cole, Chair - PADCOM Committee) (attached)**

Mr. Justin Evans, Radio Manager made a presentation to the board.

Mr. Cole made a motion to consider and act upon award of contract for MPLS Digital Microwave Equipment per RFP #FY2017-04-02 and authorize Chief Executive Officer to negotiate and execute a contract for same not to exceed budgeted amount therefor. Mrs. Wagner offered a second. After board discussion motion passed unanimously.

- 20. Consider and act on approval of sole source letter in connection with procurement of Harris FX Software. (Mr. Cole, Chair - PADCOM Committee) (attached)**

Mr. Cole made a motion to consider and act on approval of sole source letter in connection with procurement of Harris FX Software. Mr. Grice offered a second and motion passed unanimously.

- 21. Consider and act on approval of FX Harris Software Agreement. (Mr. Cole, Chair - PADCOM Committee) (attached)**

Mr. Cole made a motion to consider and act on approval of FX Harris Software Agreement. Mr. Spratt offered a second. After board discussion motion passed unanimously.

- 22. Consider and act on approval of ILA with Harris County Department of Education for cooperative purchasing. (Mr. Cole, Chair - PADCOM Committee) (attached)**

No action needed as 2009 ILA already on file with Harris County Department of Education for cooperative purchasing for radio interoperability.

Mr. Fawn tabled agenda item 21.

- 23. Consider and act on approval of purchase of New VOIP Phone System. (Mr. Cole, Chair - PADCOM Committee) (attached)**

Mr. Justin Evans, Radio Manager made a presentation to the board.

Mr. Cole made a motion to consider and act on approval of purchase of New VOIP Phone System. Mr. Grice offered a second. After board discussion motion passed unanimously.

- 24. Consider and act on approval of Interlocal agreement with Houston Independent School District for radio interoperability. (Mr. Cole, Chair - PADCOM Committee) (attached)**

Mr. Cole made a motion to Consider and act on approval of Interlocal agreement with Houston Independent School District for radio interoperability. Mr. Grice offered a second and motion passed unanimously.

"For the record Mr. Bagley left the board meeting at 5:31 p.m."

- 25. Consider and act on approval of purchasing Interlocal agreement with the City of Conroe. (Mr. Cole, Chair - PADCOM Committee)**

Mr. Fawn requested agenda item 24 be tabled for a future meeting.

- 26. Health Care Services Report to include regulatory update, outreach, eligibility, service, utilization, community education, clinical services, epidemiology, and emergency preparedness.**

Mrs. Ade Moronkeji, HCAP Manager presented a report to the board.

- 27. Consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers processed by Boon-Chapman. (Mrs. Wagner, Chair - Indigent Care Committee)**

Mrs. Wagner made a motion to consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers processed by Boon-Chapman. Mr. Spratt offered a second and motion passed unanimously.

- 28. Consider and act on ratification of voluntary contributions to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims processed by Boon Chapman. (Mrs. Wagner, Chair - Indigent Care Committee)**

Mrs. Wagner made a motion to consider and act on ratification of voluntary contributions to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims processed by Boon Chapman. Mr. Spratt offered a second and motion passed unanimously.

- 29. Presentation of preliminary Financial Report for one month ended October 31, 2017 – Brett Allen, CFO, report to include Financial Summary, Financial Statements, Supplemental EMS Billing Information, and Supplemental Schedules.**

Mr. Brett Allen, CFO presented financial report to the board.

- 30. Consider and act on renewal of Directors and Officer's Liability. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Grice made a motion to consider and act on renewal of Directors and Officer's Liability. Mr., Fawn offered a second. After board discussion motion passed unanimously.

- 31. Consider and act on renewal of Workers' Compensation. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Grice made a motion to consider and act on Workers' Compensation. Mr. Cole offered a second. After board discussion motion passed unanimously.

- 32. Consider and act on ratification of payment of District invoices. (Mr. Grice, Treasurer - MCHD Board)**

Mr. Grice made a motion to consider and act on ratification of payment of District invoices. Mr. Spratt offered a second and motion passed unanimously.

- 33. Consider and act on salvage and surplus. (Mr. Grice, Treasurer – MCHD Board) (attached)**

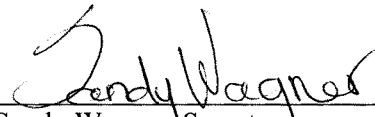
Mr. Grice made a motion to consider and act on salvage and surplus as listed. Mr. Spratt offered a second and motion passed unanimously.

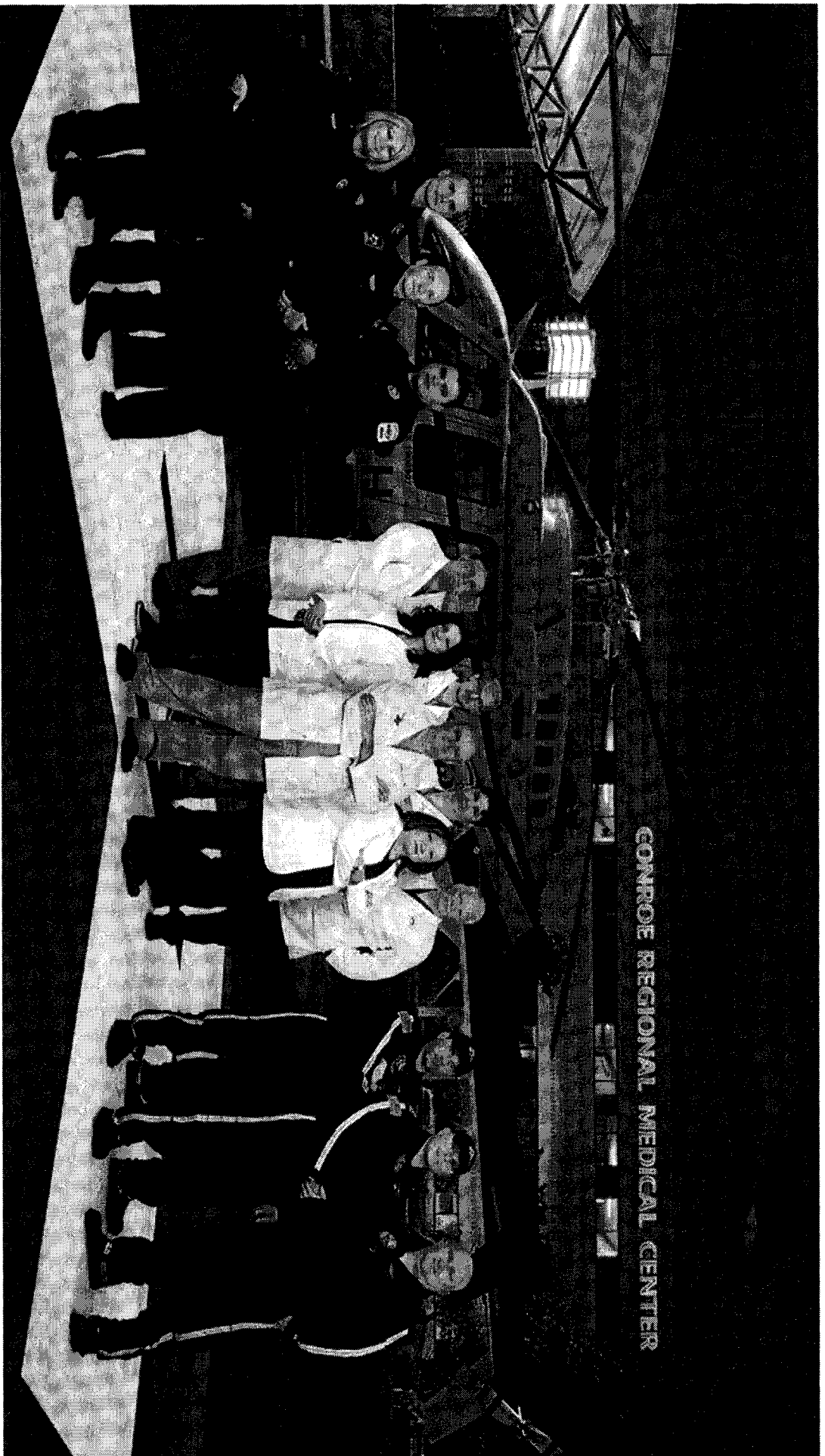
34. Secretary's Report - Consider and act on minutes for the October 24, 2017 Regular BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)

Mrs. Wagner made a motion to consider and act on minutes for the October 24, 2017 Regular BOD Meeting. Mr. Fawn offered a second and motion passed unanimously.

35. Adjourn

Meeting adjourned at 5:45 p.m.

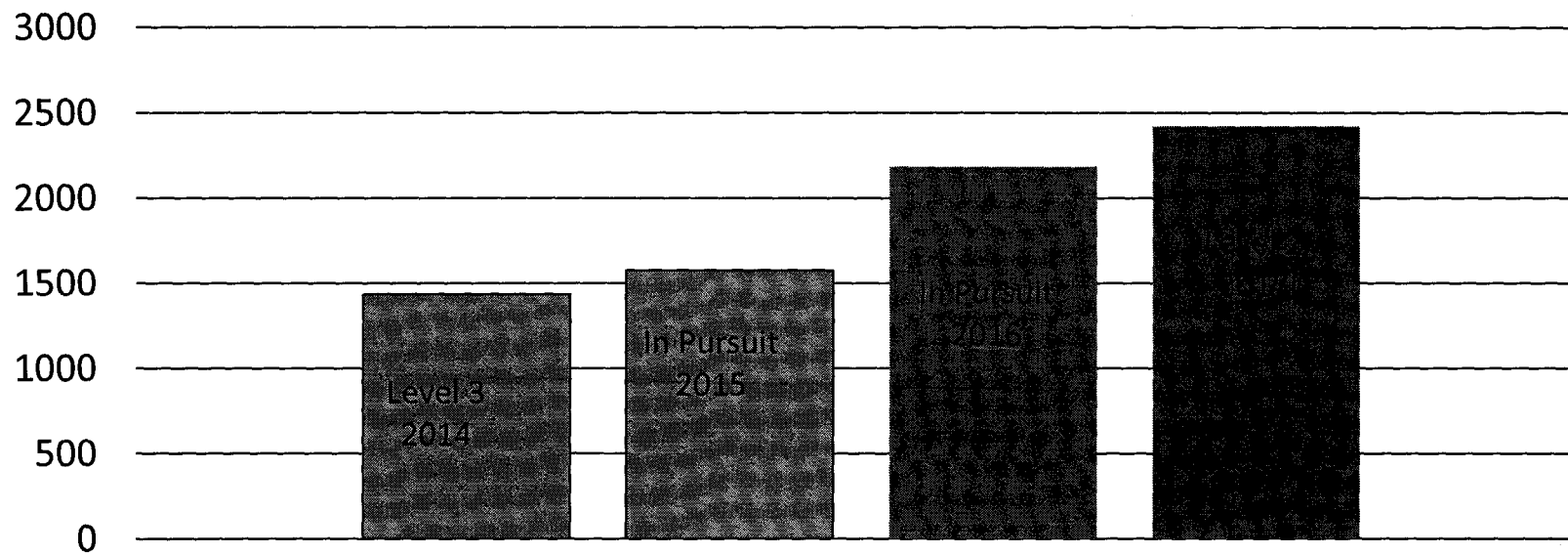

Sandy Wagner, Secretary



Trauma Growth

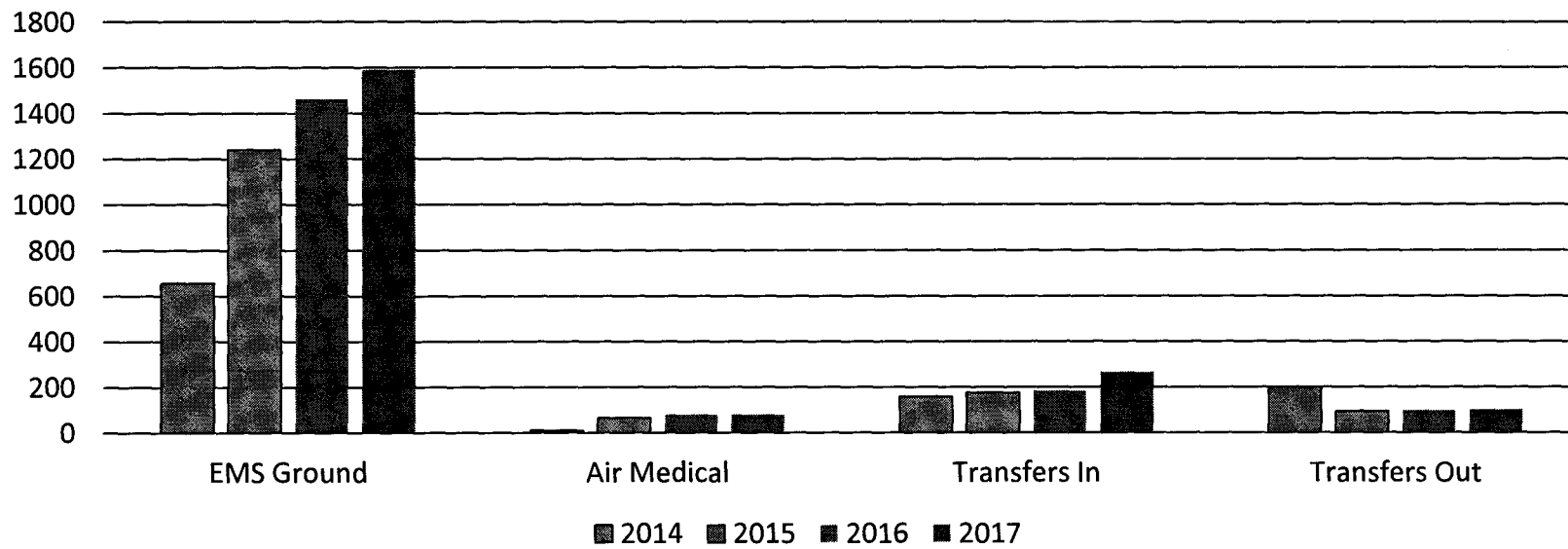
Trauma ER visits -11k-12k/yr

Trauma Registry Volume



Trauma Growth

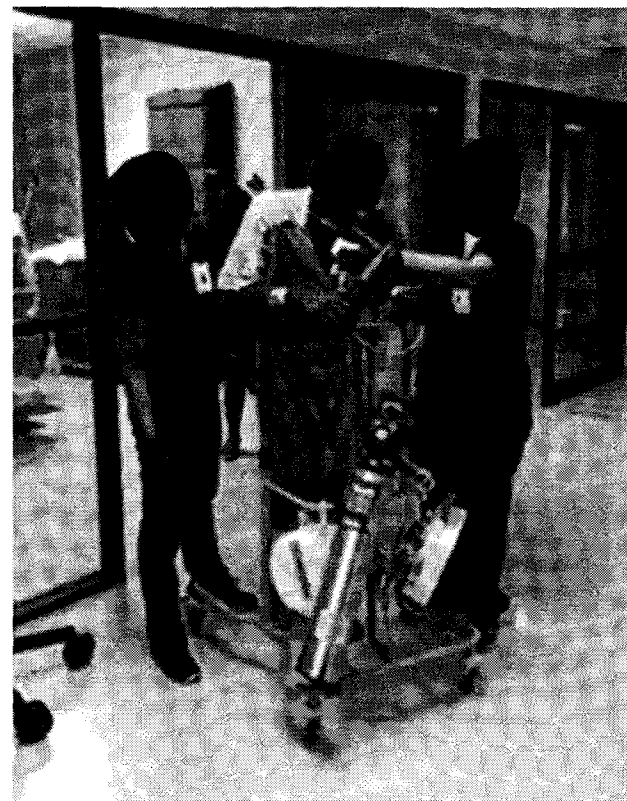
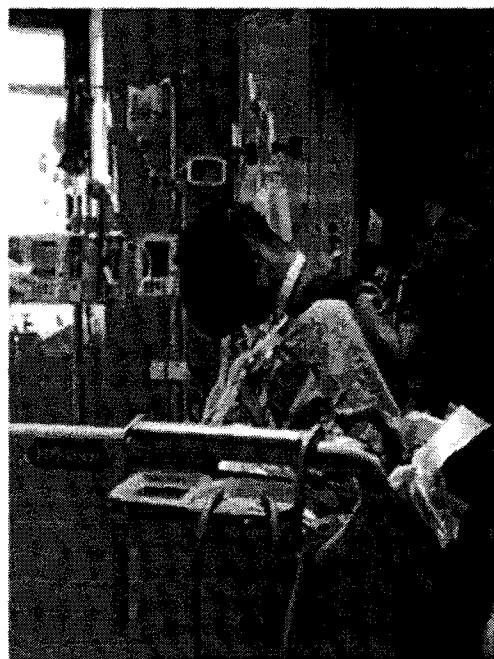
Volumes



Services Available

- **Trauma Surgeons on site 24/7**
- **Anesthesia and OR staff on site 24/7**
- **Specialties on call 24/7**
 - Trauma/Critical Care Surgeons
 - Neurosurgery
 - Complex Orthopedics (to include pelvis, acetabular, mangled extremities)
 - Hand Surgery
 - Complex Plastics/OMF
 - CV/Thoracic Surgery
 - Urology
 - GI
 - OB/GYN
 - Ophthalmology
 - Neurology
- **Inpatient & Outpatient Rehabilitation**

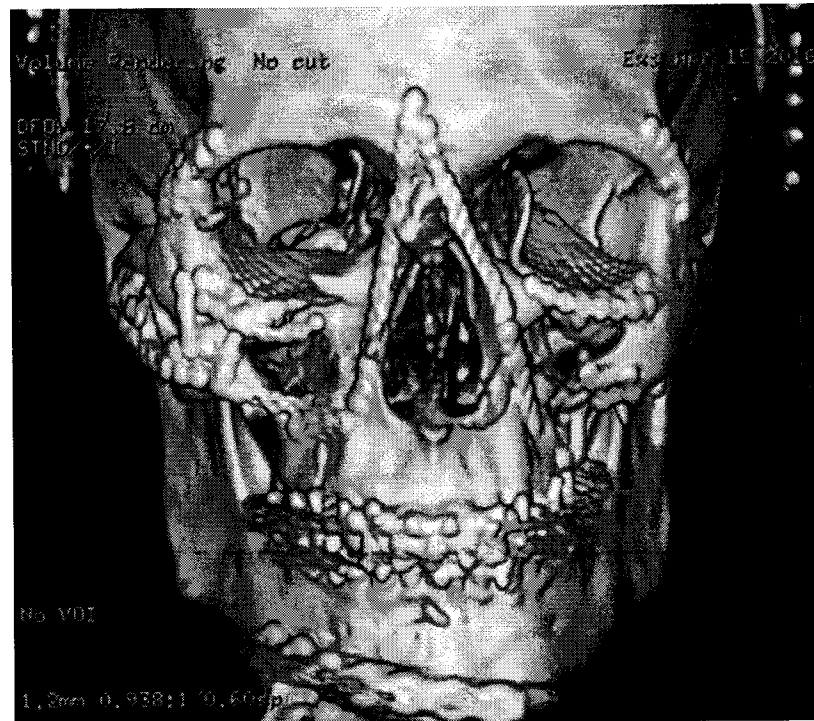
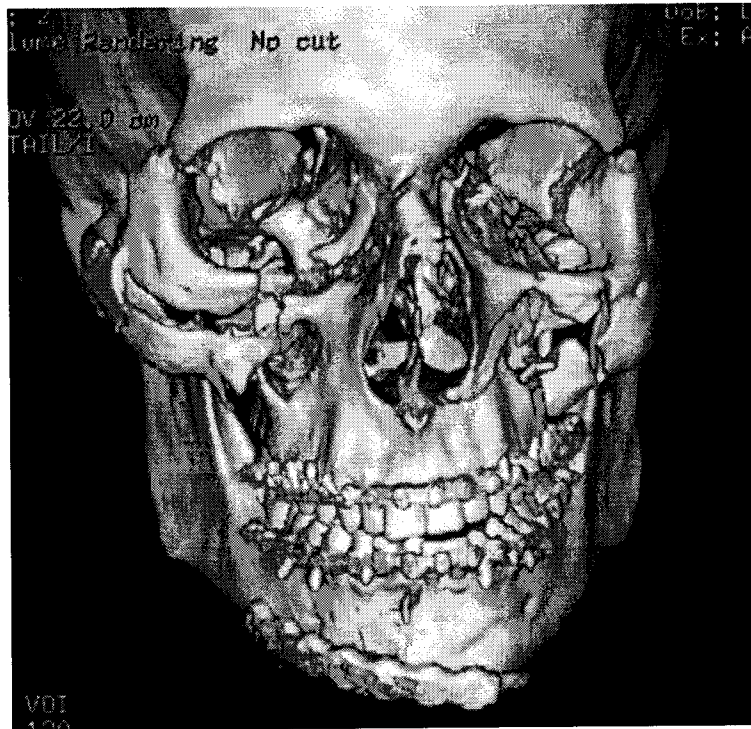
Critical Care Services



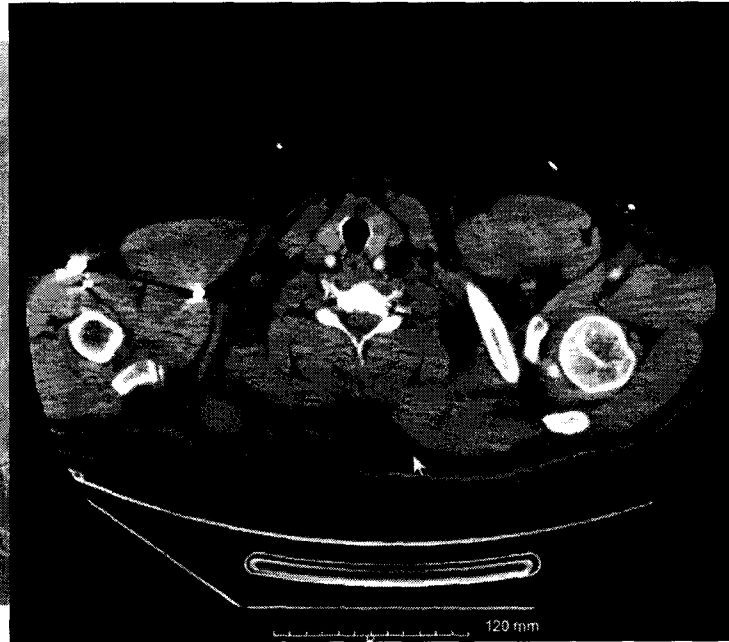
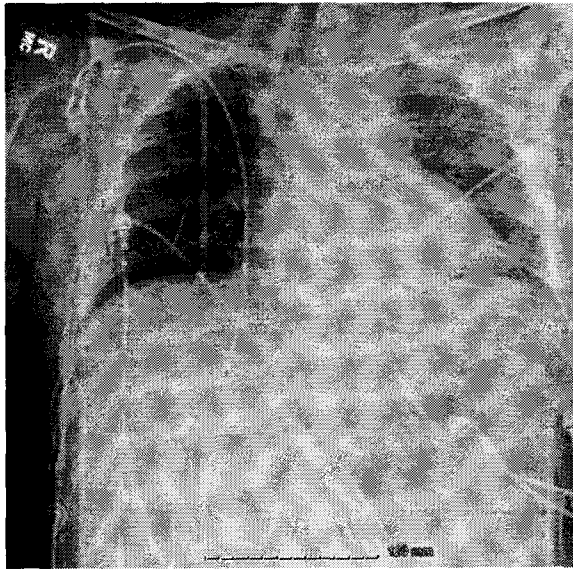


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Complex Facial & Plastics Surgery



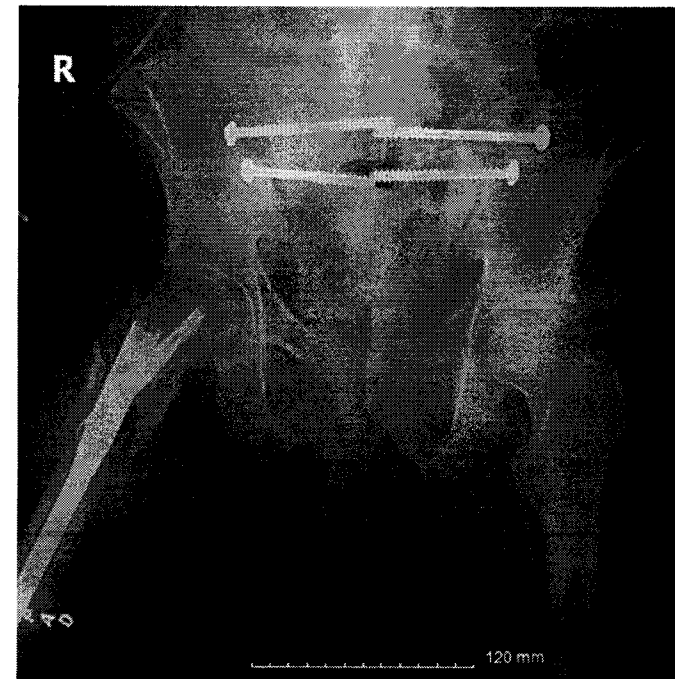
Complex Cardiovascular Surgery



Complex Orthopedic Surgery



Complex Orthopedic Surgery



Case Presentation

At 02:24 MCHD Dispatch received a call that a 65 y/o male had been traveling approx. 60 miles an hour, lost control around a curve, hit a tree head on and was unresponsive with major damage to his truck including >24 inches of intrusion into the interior and steering wheel deformity

Prehospital

- 02:25 Call Dispatched
- 02:26 En route
- 02:35 At patient

Medics arrived at patient to find he had a large (>20cm) laceration to his head, a distended abdomen with multiple bruises and was beginning to become responsive but only alert to person

Prehospital

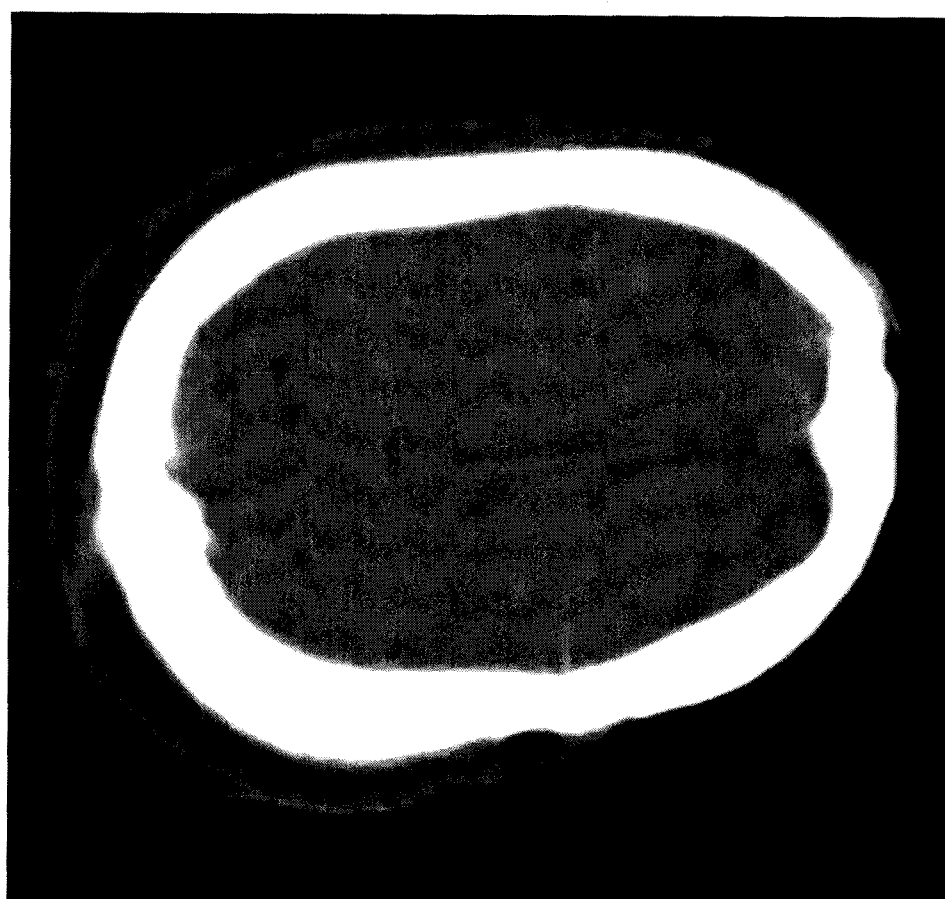
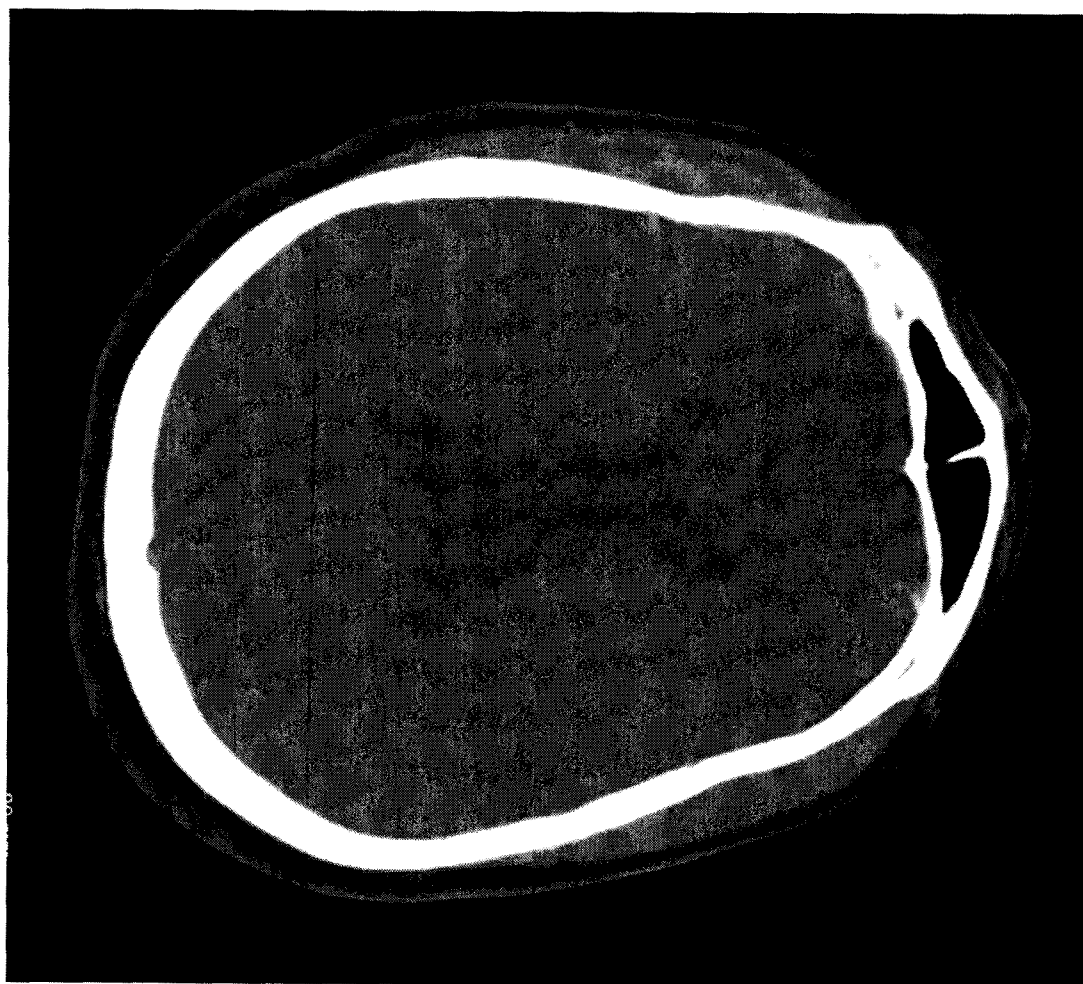
- 02:35 Extricated with CC/BB
- 02:40 Vitals: BP 79/57, HR 80, RR 20, GCS 13 (E3, V4, M6)
- 02:41 CRMC notified of Level I Trauma Activation
- 02:47 Depart scene
Care en route to hospital: IV, 500cc NS bolus, O2, dressing to head wound

Emergency Department

- 03:02 Arrival in Trauma Bay to awaiting Trauma Team
 Vitals: BP 95/55, HR 77, RR 24, GCS 14 (E4, V4, M6)
- 03:10 FAST exam
- 03:18 Blood product infusion began
- 03:26 Patient to CT

Radiology Findings

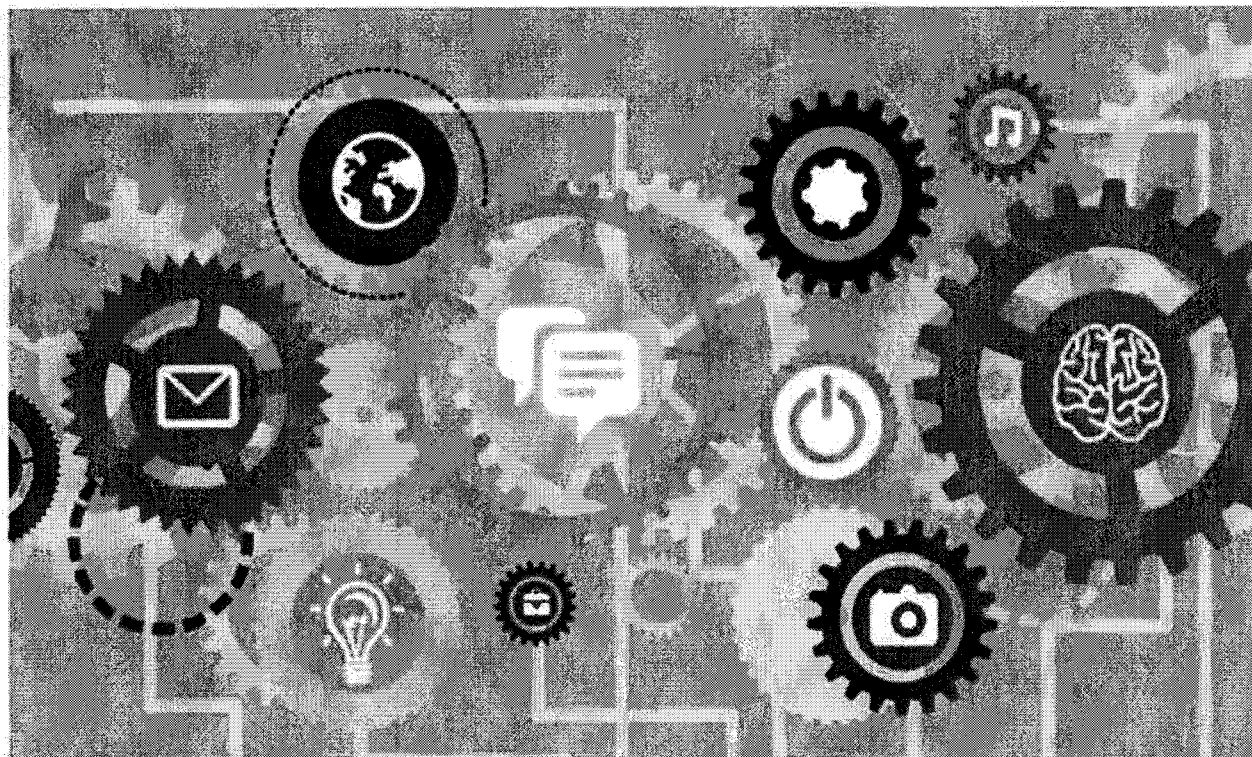
- C6-C7 Fracture
- Sternal Fracture
- Intimal tear of anterior upper thoracic aorta with pseudoaneurysm extending into aortopulmonic window
- Mesenteric hemorrhage



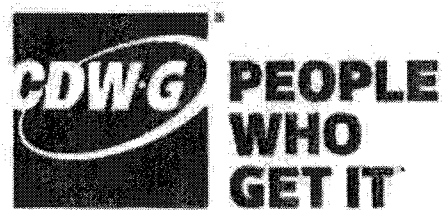
Montgomery County Hospital District
Panasonic Toughbook FZ-G1

11/20/2017 4:30PM

Original



CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061



QUOTE CONFIRMATION



DEAR CALVIN HON,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JGMQ257	9/19/2017	1 FZ-G1 BID	6410532	\$123,040.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Panasonic Toughpad FZ-G1 - 10.1" - Core i5 6300U - 8 GB RAM - 256 GB SSD</u> Mfg. Part#: FZ-G1P6375VM UNSPSC: 43211509 Contract: MARKET	40	4393670	\$2,800.00	\$112,000.00
<u>RAM RAM-101U-D - mounting component</u> Mfg. Part#: RAM-101U-D UNSPSC: 31162313 Contract: MARKET	40	2850538	\$34.00	\$1,360.00
<u>RAM Tab-Lock RAM-HOL-TABL19U - secure enclosure</u> Mfg. Part#: RAM-HOL-TABL19U UNSPSC: 56112005 Contract: MARKET	40	3064068	\$42.00	\$1,680.00
<u>Panasonic Protection Plus - accidental damage coverage - 3 years - 1st, 2nd</u> Mfg. Part#: CF-SVCLTNF3YR UNSPSC: 84131512 Electronic distribution - NO MEDIA Contract: MARKET	40	4681140	\$200.00	\$8,000.00

PURCHASER BILLING INFO		SUBTOTAL	\$123,040.00
Billing Address: MONTGOMERY COUNTY HOSPITAL DIST ACCOUNTS PAYABL PO BOX 478 CONROE, TX 77305-0478 Phone: (936) 523-1114 Payment Terms: Net 30 Days-Healthcare		SHIPPING	\$0.00
		GRAND TOTAL	\$123,040.00
		DELIVER TO Shipping Address: MONTGOMERY COUNTY HOSPITAL DISTRICT RECEIVING 1300 S LOOP 336 W CONROE, TX 77304-3316 Phone: (936) 523-1120 Shipping Method: DROP SHIP-GROUND	
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Kevin Nissen

(877) 325-2419

kevinis@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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11802 Ridge Parkway
Suite 400
Broomfield, Colorado 80021-5059
303 801 0000 (main)
303 801 0001 (fax)
www.zoll.com

November 02, 2017

Montgomery County Hospital District
Po Box 478
Conroe, Texas 77305

Re: Master Products and Services Agreement

Dear Montgomery County Hospital District:

ZOLL Data Systems, Inc. ("ZOLL") values your business. As part of ZOLL's continuing efforts to simplify and streamline the ordering process, we are pleased to present a new Master Products and Services Agreement to you (the "One Master Agreement"). This One Master Agreement contains updated terms and conditions. We request that you sign the One Master Agreement and return it to us before December 31, 2017.

You will recognize three key benefits by signing the One Master Agreement:

- Single contract covering all ZOLL Data products
- Simplified ordering process
- Expedited product and service delivery

By signing the One Master Agreement you will help make your interactions with ZOLL easier and faster.

Again, please sign the One Master Agreement and return it before December 31, 2017 to accountsreceivable@zoll.com or to ZOLL at the address or fax number at the top of this letter. Beginning in 2018, the One Master Agreement will be necessary to place orders with us.

If you have questions, feel free to contact ZOLL at accountsreceivable@zoll.com or 303.801.1856.

Regards,

Kurt Sandstrom
Vice President, North American Sales

**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. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL's sole and absolute discretion, of any discounts previously offered by ZOLL. In addition, 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; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) 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

**Master Products and Services Agreement
Terms and Conditions**

modifications made available by ZOLL for any of the Products or 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 gross 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 MADE 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 use 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.

**Master Products and Services Agreement
Terms and Conditions**

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

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 (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.

**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 Section 5 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 Section 5 is qualified in its entirety by, and subject to, Section 3 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.

**Master Products and Services Agreement
ASP Services Addendum**

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.

Master Products and Services Agreement Software License Addendum

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 1 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

**Master Products and Services Agreement
Software License Addendum**

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.

**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. 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 shipment by ZOLL. Risk of loss passes to Customer upon shipment. 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 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.

**Master Products and Services Agreement
Maintenance Services Addendum**

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 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 incurring 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.

**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 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 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 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.

**Master Products and Services Agreement
Business Associate Addendum**

THIS BUSINESS ASSOCIATE ADDENDUM is entered into by and between Montgomery County Hospital District ("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 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 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.
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 to time in order as is necessary for Covered Entity to comply with HIPAA.

**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.
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 part 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 copies 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
Initial Order**

THIS MASTER PRODUCTS AND SERVICES AGREEMENT, including the attached terms and conditions (the "Terms and Conditions"), is made as of November 02, 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 Montgomery County Hospital District (the "Customer").

Bill To: Montgomery County Hospital District Po Box 478 Conroe, Texas 77305	Ship To: Montgomery County Hospital District 1400 South Loop 336 West Attn: Jared Cosper Conroe, Texas 77304
Email for Notices:	

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:

Name: *[Signature]* *12/6/17*
Title: *[Signature]*
Date: _____

Sandy King
Sandy King
Accounting Operations Manager

12/8/17

Montgomery County Hospital District

Signature:

Name: *[Signature]*
Title: CEO
Date: DECEMBER 6, 2017

Agenda Item # 14



To: Board of Directors

From: Avery Belue, Facilities Manager

Date: December 5, 2017

Re: RFP for Mowing and Landscape Services

Consider and act on the RFP for Mowing and Landscape Services. (Mr. Cole, Chair – PADCOM Committee)

MCHD posted a Request for Proposal for Mowing and Lawn Services. We received five responses. The responses were evaluated based on price (40%), compliance (30%) and project references (30%). Please see the evaluation scoring summary below.

Scoring Summary					
Category	Points				
	Lonestar	TexTurf	B&C	3rd Day	Lonestar
	Lawn Keepers		Constructors	Creations	Cutters
Pricing	1.600	0.800	1.200	2.000	1.600
Compliance	1.500	1.500	1.500	1.500	1.500
Project References	1.475	1.475	1.450	1.475	1.475
Total	4.575	3.775	4.150	4.975	4.575

Based on scoring we recommend the contract be awarded to 3rd Day Creations with an annual cost of \$66,285.00.

Fiscal Impact:

Yes	No	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Budgeted item?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Within budget?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Renewal contract?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Special request?



Proposal No. S 0609

Date: 10/20/17

Storenski Created By Sam

MDF Back up
HVAC

P
R
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P
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S
A
L

270 LAKE MEADOWS DR
Montgomery, TX
(936) 588-4114 FAX (936) 588-4118
TACL A016611C

Attn: Avery Belue

Job Location or Address: MCHD

Scope of Proposed Services

We propose to install 12 ton Liebert unit with the following scope:

1. Supply and install (1) Liebert DS042ADAOE1994A (12 Ton) air cooled down flow system.
2. Supply and install (1) Liebert MC Air Cooled Microchannel Condenser input supply voltages of 460, 3 Phase, 60Hz Model MCM110E8ADA349.
3. Flash in (1) set of equipment supports on roof, supply crane and rigging to set condenser on roof. Secure condensers to equipment supports.
4. Run refrigerant lines from AHU to condenser on roof. (2) circuits.
5. Set floor stand and cut in floor tile around unit
6. We will run power to the IDF room where the Liebert unit will be placed. We will install a breaker and a disconnect at the unit. The power will be fed from the generator/UPS power. We will feed power to the roof for the condenser. Includes disconnect and breakers.
7. Run drain lines
8. Leak test units, evacuate and charge, place units into operation.
9. Standard first year + 2nd to 5th year compressor warranty included.

Exclusions: Controls to BMS system.

Services, as proposed, for the sum of: Total price.....\$69,225.00

Thank you for the opportunity to bid this project. Please feel free to call if you have any questions or comments.

Terms : All work to be completed in a workmanlike manner according to standard practices, procedures, and current code requirements. Any alteration or deviation from proposed scope of services involving additional costs will be executed only upon written orders. All labor is based on regular working hours unless

EXACOM Inc.

99 Airport Road
Concord, NH 03301

Voice: 603-228-0706
Fax: 603-228-0254

INVOICE

Invoice Number: 17112802
Invoice Date: Nov 28, 2017
Page: 1
Sales Order # 15028

Bill To:

Montgomery County Hospital District
accountspayable@mchd-tx.org
P.O. Box 478
Conroe, TX 77305
USA

Ship to:

Montgomery County Hospital District
accountspayable@mchd-tx.org
P.O. Box 478
Conroe, TX 77305
USA

Customer ID	Customer PO	Payment Terms	
Montgomery Cnty Hosp	Quote # Q2017EXA0810	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
DONB	Best Way		12/28/17

Quantity	Item	Description	Unit Price	Amount
1.00		MCHD		
1.00		Extended Warranty and Support Services	28,306.00	28,306.00
1.00		Supports Existing EXACOM Recorder		
1.00		Covers All Hardware		
1.00		Software Assurance Included		
1.00		Support provided remotely via telephone and e-mail as well as on-site as determined by EXACOM		
1.00		This warranty will auto-renew annually. It will only cover Hardware until the end of 5th year from ship date unless HW refresh is done.		
1.00		For System Serial Number: 1807,1808,1809, and 1855		
1.00		Period of Performance: 11/19/2017 - 11/18/2018		
Subtotal				28,306.00
Sales Tax				
Freight				
Total Invoice Amount				28,306.00
Payment/Credit Applied				
TOTAL				28,306.00

Check/Credit Memo No:

THERE WILL BE A LATE FEE OF 2% PER MONTH ON ALL OVERDUE INVOICES.

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219



To: Montgomery County HD, Justin Evans
From: Dennis Vickery (281) 804-7970
Date: 22-Nov-17

XL-200 Portable, Full Spectrum Multiband, P25 Trunking, AES/DES - BLK-YEL, System

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XL-PFM1Y	PORTABLE,XL-200P,FULL,BLK-YEL,US	41	\$ 2,900.00	26%	\$ 2,146.00	\$ 87,986.00
2	XL-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	41	\$ 265.00	26%	\$ 196.10	\$ 8,040.10
3	XL-PL8N	FEATURE, IN-BAND GPS	41	\$ 250.00	26%	\$ 185.00	\$ 7,585.00
4	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	41	\$ 250.00	26%	\$ 185.00	\$ 7,585.00
5	XL-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	41	\$ 695.00	26%	\$ 514.30	\$ 21,086.30
6	XL-LLA	FEATURE,LINK LAYER AUTHENTICATION	41	\$ 100.00	26%	\$ 74.00	\$ 3,034.00
7	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	41	\$ 1,500.00	26%	\$ 1,110.00	\$ 45,510.00
8	XL-PKGMR	OPTION,IMMERSIBLE RADIO OPERATION	41	\$ 240.00	26%	\$ 177.60	\$ 7,281.60
9	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	41	\$ 1,500.00	26%	\$ 1,110.00	\$ 45,510.00
10	XL-PA3V	BATTERY,LI-ION,3100 MAH	82	\$ 150.00	26%	\$ 111.00	\$ 9,102.00
11	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	41	\$ 100.00	26%	\$ 74.00	\$ 3,034.00
12	XL-AE4B	SPEAKER MICROPHONE, EMERG BUTTON	41	\$ 175.00	26%	\$ 129.50	\$ 5,309.50
13	XL-HC3L	BELT CLIP,METAL	41	\$ 25.00	26%	\$ 18.50	\$ 758.50
SUB TOTAL							\$ 251,822.00
Trade-In Allowance							\$ (55,400.84)
TOTAL							\$ 196,421.16

Price Valid Until December 31, 2017.

Terms: Net 30 Days.

Shipping: FOB Source, prepay and add to invoice.

Microwave System

Project

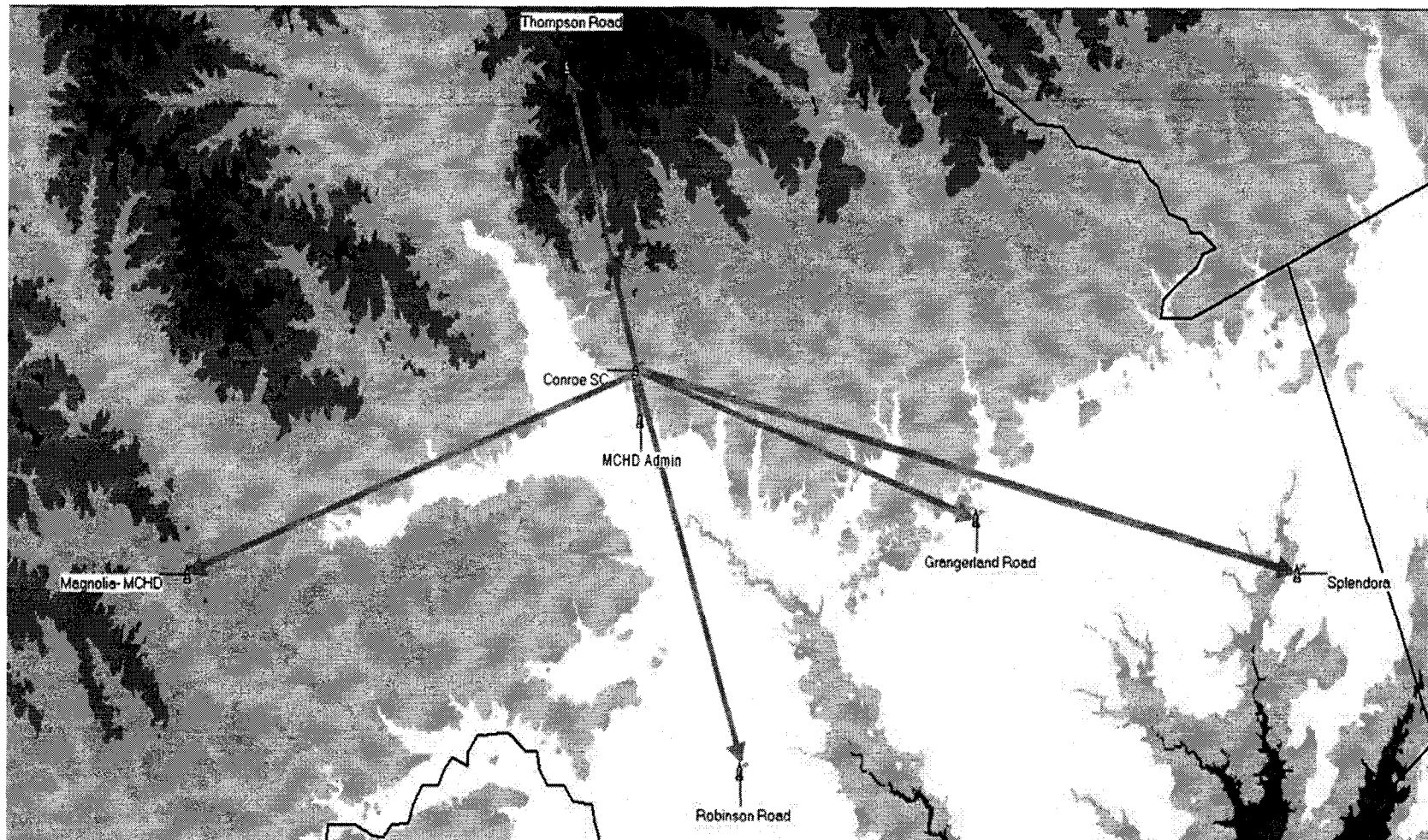
Microwave System History

- Original radio system installed with leased telephone lines for phone company
- Issued RFP for microwave system 1999
- 1999 RFP awarded
- 1999/2000 Installed new 8 DS1 microwave system

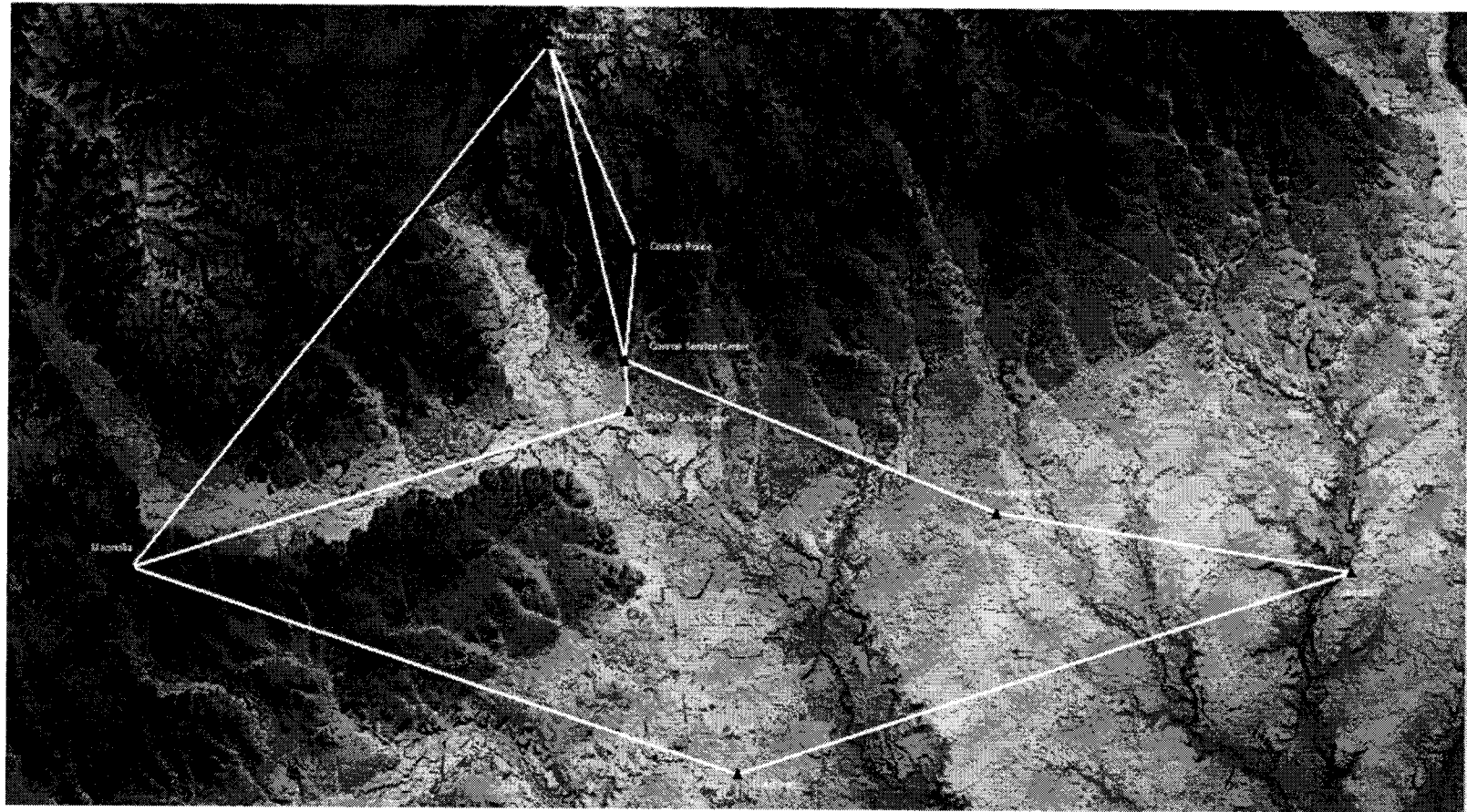
Microwave System Project

- Phase I – 10/2016 – 5/2017
 - Identify Microwave System's Current and Long-Term Requirements
 - Develop and Evaluate Conceptual System Configuration Alternatives
 - Perform Rigorous Structural Analysis on Proposed Changes to Tower Loading
 - Evaluate Microwave Spectrum and Licensing Impact

Current Microwave Design



Proposed Microwave Design



Microwave System Project

- Phase II - 5/2017 – 12/2017
 - Developed Request for Proposals (RFP)
 - Conducted a Pre-Proposal Conference and Site Visits
 - Conducted Initial Evaluation of Vendor Proposals
 - Conducted Oral Presentations of Proposals
 - Requested and Evaluated Best and Final Offers
 - Finalized Vendor Selection
 - Contract Negotiations

Microwave System Project

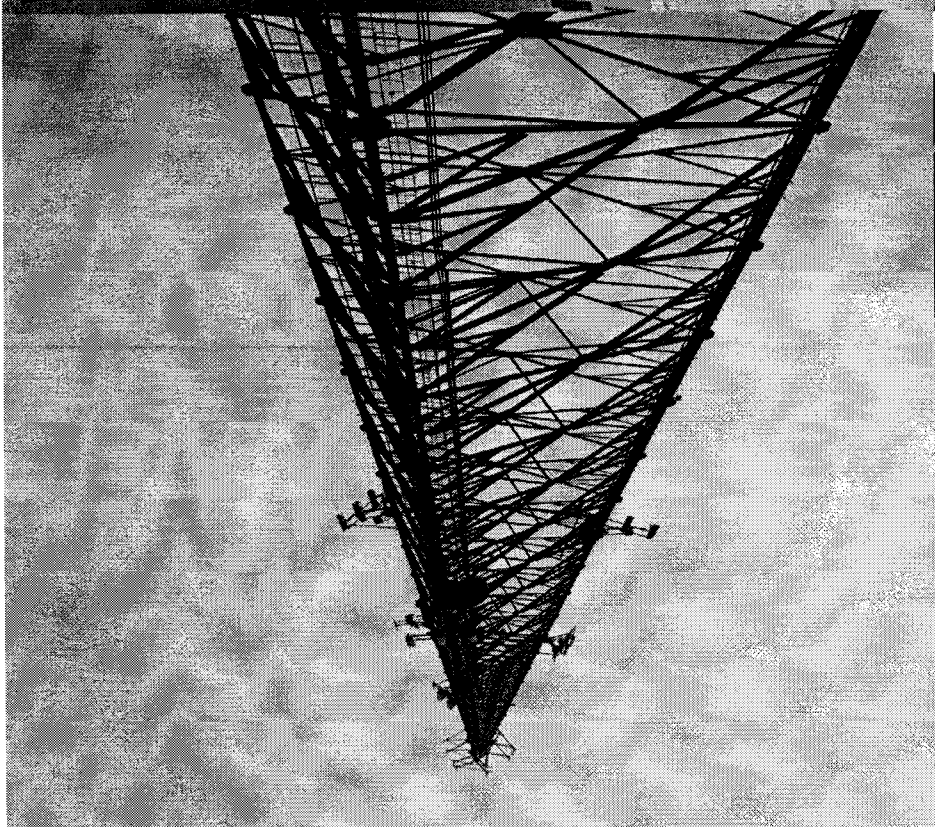
- Phase III – 1/2018 – 9/2018
 - Conduct Detailed Design Review Process with the Selected Vendor
 - Develop System Implementation Plan
 - Develop System Cutover Plan
 - Factory System Acceptance Testing
 - Installation and Implementation of system
 - Final System Acceptance Testing

RFP Responses

- Nine Vendors registered
- Four Vendors attend the pre-proposals conference
- Three Vendors submitted Proposals
 - I. Microwave Networks Inc.
 - II. Nokia
 - III. Deep South Communications



REQUEST FOR BEST AND FINAL OFFER
MONTGOMERY COUNTY HOSPITAL DISTRICT
MPLS DIGITAL MICROWAVE NETWORK
RFP NO. FY2017-04-01



Scoring Criteria

Description	Percentage
Guaranteed MPLS Microwave Network Performance	30%
System Design, Reliability, Fallback Modes of Operation, Features and Functionality, Past Experience	20%
Proposed Project Team, Project Manager, Proposed Installation Warranty and Maintenance Team	10%
Project Work Plan, Schedule	10%
Turnkey Pricing For All Equipment, Services (included but not limited to engineering, design, manufacturing, installation, system optimization, testing, training, and system acceptance), Warranty, Maintenance, Long Term Pricing, and other factors impacting overall costs for the life of the system.	30%

Description	Percentage
Updated Cost	50%
Response to Questions/Clarifications	50%

System Cost

<u>155 MPLS W/Backup Locations</u>		<u>310 MPLS W/Backup Locations</u>		<u>Difference</u>	
Deep south	\$ 2,827,468.83	Deep south	\$ 2,844,150.83	\$ 16,682.00	0.59%
MNI (7705)	\$ 1,288,309.00	MNI (7705)	\$ 1,341,535.00	\$ 53,226.00	3.97%
MNI (Juniper)	\$ 1,281,347.00	MNI (Juniper)	\$ 1,334,483.00	\$ 53,136.00	3.98%
Nokia	\$ 1,737,452.47	Nokia	\$ 1,788,494.04	\$ 51,041.57	2.85%

	<u>Deep South</u>	<u>MNI (w/7705)</u>	<u>MNI (w/Juniper)</u>	<u>Nokia</u>
RFP Response	61.58	73.96	74.93	64.73
BAFO Response	42.49	79.82	78.98	63.73
Tot	104.07	153.78	153.91	128.01

Microwave Network Inc.

- MNI offered the overall best solution
 - Technically MNI meets the needs today and future capabilities
 - MNI most cost effective
 - 2 Year Extended Warranty included
 - Current Vendor
 - Factory located in Stafford, TX

Today's Goal

- Staff recommends awarding contract to MNI for 310 Mbps Solution with backup locations
- Authorize CEO to enter into contract negotiations with MNI to find the best router solution.
- Not to exceed budgeted amount of 1.26

Phone System Replacement

New System Benefits

- Redundant switches
- Billing/HCAP call center application
- New voicemail system
- New VOIP phones district wide
- In building notification application
- Kari's Law compliant
- Advanced call management and reporting
- VOIP Phones in all ambulances

Micro Integrations

- Founded in 1993
- Have been installing IP phone systems since 1999
- Installed over 50,000 VOIP Phones for over 100 different customers
- Over 300 customers in the Greater Houston area
- Office located in The Woodlands
- Current vendor for cameras and access control

Micro Integrations

- Current Customers
 - Conroe ISD
 - Willis ISD
 - Magnolia ISD
 - New Caney ISD
 - Humble ISD
 - Lamar ISD

MCHD Cost and Savings

Budgeted Amount	\$250,000.00
Retail Cost	\$475,651.00
MCHD/Co-Op cost	\$249,817.43
MCHD Savings	\$225,833.57



8105 North Beltline Road
Suite 170
Irving, Texas 75063
Tele. 972.550.2302
Fax. 972.550.2364

October 24, 2014

Randy Johnson
Montgomery County Hospital District
1400 South Loop 336 West
Conroe, Texas 77304

Dear Mr. Johnson:

The Montgomery County Hospital District has purchased and installed an Enhanced Digital Access Communications Systems (EDACS) manufactured by M/A-COM, Inc., now known as Harris Corporation. This system provides the critical Public Safety and Public Service communications for the hospital district as well as the city of Conroe and many other agencies throughout the surrounding area.

At this time, EDACS/P25 equipment for this system falls under Harris Corporation intellectual property rights and the proprietary protocols represent a patent, copyright or secret process and are, therefore, currently only available from the manufacturer, Harris Corporation.

Dailey-Wells Communications is the only authorized Harris Corporation Network Solutions Provider to provide system sales, service, system upgrades and repairs to include mobiles, portables, control stations and other EDACS/P25 equipment for agencies operating on this communications system. This assignment was made effective September 2004 and does not have an end date. If this status should change at some point in the future you will be notified by Harris Corporation in writing. Orders for Harris Corporation equipment, service and associated accessories should be placed through Dailey-Wells Communications.

Thank you for your attention in this matter. Harris Corporation and Dailey-Wells Communications look forward to the opportunity to continue the service and sales support of EDACS/P25 Systems throughout your area.

Sincerely,

Brian Beatty
Manager Indirect Sales, Harris Corporation

Cc: Jim Sawyer, Director of Sales, Dailey-Wells Communications

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219



To: Montgomery County HD, Justin Evans
From: Dennis Vickery (281) 804-7970
Date: 30-Nov-17

Software FX

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MASS-BSN6J	SOFTWARE FX, 12 MONTHS	1	\$ 119,000.00	10%	\$ 107,100.00	\$ 107,100.00
TOTAL							\$ 107,100.00

NOTE:

Renewal for period 11/1/17 - 10/31/18.

Includes Software FX coverage for the following:

Location HA Premier NSC

9 Channel IP Simulcast System

Control Point

6 Transmit Sites

11 Consoles

Migration Gateway

EDACS System

Price Valid Until December 31, 2017.

Terms: Net 30 Days.

Shipping: FOB Source, prepay and add to invoice.



SOFTWARE FX

BENEFIT FROM PERIODIC SOFTWARE APPLICATION UPDATES

Software FX™ provides

- > Software application updates to keep systems current and allow customers to take advantage of technology.
- > A cost-effective means of keeping Harris' critical communications systems up to date and secure. Software FX permits customers to incorporate the latest system features, functions, and options into their mission-critical communications with confidence.

Selecting a Harris radio system represents a major commitment, for both the customer and Harris, and means establishing a long-term partnership. While the partnership will continue relatively unchanged, technology will continue to evolve. Customers want and need to continuously follow these technology improvements. Software FX provides the mechanism to meet this objective.

LATEST SOFTWARE APPLICATIONS

For subscribers, Software FX provides periodic software updates. These updates provide the capability to take advantage of new features and functions and enable new technology platforms. To take full advantage of these enhancements, hardware may need to be modified, replaced, or added. For example, all of our Management Systems have transitioned to Windows® 7, Windows 2003, or Windows Server® 2008 operating systems. This change largely reflects the transition in the computer industry to today's current operating systems. This transition allows Harris customers to ride the technology wave. Their only investment is to replace computer hardware.

COST EFFECTIVE

Software FX provides a cost-effective alternative to premature system replacement. Software FX allows gradual migration of system operation, giving customers the capability to incorporate the latest features, functions, and options without the disruption of complete system swap out.

HARRIS®
assuredcommunications®

harris.com

SUBSCRIPTION OPTIONS

Software FX subscriptions can be purchased on either an annual basis or through discounted multi-year plans. The subscription fees are based upon the size and complexity of the customer's system.

YEARLY SUBSCRIPTION

This single-year commitment is paid annually. The plan allows the first-time buyer to discover the investment value of Software FX without making a long-term commitment.

MULTI-YEAR SINGLE INSTALLMENT

This plan offers a significant discount for a one-time payment covering several years of Software FX.

MULTI-YEAR ANNUAL PAYMENT

This plan establishes a fixed annual fee for a multi-year commitment. The option complements long-term planning with a fixed cost over the term of the contract.



Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, VA 24501 USA

1-800-528-7711 (+1-434-385-2400)

www.pspc.harris.com

SOFTWARE FX KEEPS SYSTEMS CURRENT

FEATURES

The Software FX product is designed to provide software update services to participating customers. Subscribers receive the following:

- > Periodic software releases for system, radio, and programming software components
- > Software release notes and features summary with each release
- > System configuration audit with initial subscription
- > Configuration audit kept current with software releases as shipped
- > Current release provided upon enrollment
- > Software installation support from the Technical Assistance Center
- > Support Services account on the Tech-Link web page
- > Software replacement services if media are corrupted or damaged
- > Enhancements for existing features
- > New features built upon earlier generations of software capability to enable new licensed features

SOFTWARE RELEASE NOTES

Each software update includes Software Release Notes. These technical documents detail the following:

- > Enhancements or new features included within the software release
- > Installation instructions
- > Software and hardware compatibility information, where applicable

TELEPHONE SUPPORT

The Technical Assistance Center (TAC) in Lynchburg, Virginia provides telephone support for installation from 8 a.m. to 5 p.m. (Eastern Time), Monday through Friday, excluding holidays.

Telephone: 1-800-528-7711 in the U.S. and Canada
+1-434-385-2400 Worldwide

Technical specifications are subject to change without notice. Product sales are subject to applicable U.S. export control laws.

harris.com

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SUMS

SECURITY UPDATE MANAGEMENT SERVICE ENHANCES SECURITY

SUMS

- > Builds upon Harris' continuing customer commitment as a valued enhancement to the Software FX™ program and is only offered with a Software FX subscription.
- > Combined with Software FX, provides a cost-effective means of keeping Harris' critical communications systems up to date and secure. Software FX and SUMS permit customers to incorporate the latest system features, functions, options, and security updates to protect their mission-critical communications with confidence.

With software and the threats against that software constantly evolving, organizations need an effective way to assess, deploy, and manage a constant flow of patches for the myriad operating systems and applications in their heterogeneous environments. For system administrators responsible for potentially tens or hundreds of thousands of endpoints running various operating systems and software applications, patch management can easily overwhelm already strained budgets and staff. SUMS balances the need for fast deployment and high availability with an automated, simplified patching process that is administered from a single console.

SECURITY ENHANCEMENTS

SUMS automates the complete patch management process and enhances security while saving money, time, and effort.

VALIDATED AND VERIFIED

SUMS acquires, tests, packages, and distributes many patch policies directly for customers, removing considerable patch management overhead. This largely automated process provides a consistent, high-quality patch in a timely manner.

The SUMS automation agent continuously monitors and reports endpoint state, including patch levels, to a management server. This agent also compares endpoint compliance against defined policies, such as mandatory patch levels.

Organizations can quickly create a report showing which endpoints need updates and then distribute those updates to the endpoints within minutes. IT administrators can safely and rapidly patch Windows®, Linux®, and UNIX® operating systems with no domain-specific knowledge or expertise.

CONFIRMATION

Once a patch is deployed, SUMS automatically reassesses the endpoint status to confirm successful installation and immediately updates the management server in real time. This step is critical in supporting compliance requirements, which require definitive proof of patch installation. With this solution, operators can watch the patch deployment process in real time via a centralized management console to receive installation confirmation within minutes of initiating the patch process. By closing the loop on patch times, organizations can ensure patch compliance in a way that is smarter and faster.

HARRIS®
assuredcommunications®

harris.com

SUBSCRIPTION OPTIONS

SUMS subscriptions are an optional enhancement to Software FX. Subscriptions can be purchased on an annual basis or through discounted multi-year plans. The subscription fees are based upon the size and complexity of the customer's system.

YEARLY SUBSCRIPTION

This single-year commitment is paid annually. This plan allows the first-time buyer to discover the investment value of Software FX and SUMS without making a long-term commitment.

MULTI-YEAR SINGLE INSTALLMENT

This plan offers a significant discount for a one-time payment covering several years of Software FX and SUMS.

MULTI-YEAR ANNUAL PAYMENT

This plan establishes a fixed annual fee for a multi-year commitment. The option complements long-term planning with a fixed cost over the term of the contract.



Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, VA 24501 USA

1-800-528-7711 (+1-434-385-2400)

www.pspc.harris.com

SUMS PROVIDES PERIODIC UPDATES

FEATURES

SUMS is available as an optional purchased service for Software FX customers. SUMS is designed to provide and automatically apply periodic security updates to participating customers.

- > Automatically manage patches for multiple operating systems and applications across hundreds of thousands of endpoints regardless of location, connection type, or status
- > Reduce security and compliance risk by slashing remediation cycles from weeks to days or hours
- > Gain greater visibility into patch compliance with flexible, real-time monitoring and reporting
- > Provide up-to-date visibility and control from a single management console

SECURITY RELEASE NOTES

Each security update includes Security Release Notes. These technical documents detail the following:

- > Product Vulnerability Alert (PVA) resolution or mitigation information
- > Software and hardware compatibility information, where applicable

TELEPHONE SUPPORT

The Technical Assistance Center (TAC) in Lynchburg, Virginia provides telephone support for installation from 8 a.m. to 5 p.m. (Eastern Time), Monday through Friday, excluding holidays.

Telephone: 1-800-528-7711 in the U.S. and Canada
+1-434-385-2400 Worldwide

Technical specifications are subject to change without notice. Product sales are subject to applicable U.S. export control laws.

harris.com

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**Entity Master Service Interlocal Contract
Between Harris County Department of Education
& Montgomery County Hospital District**

This Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and MCHD ("Entity"), located in Conroe, Texas Texas, for the purpose of providing services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Purpose.** Entity agrees to retain HCDE and HCDE agrees to provide requested programs, services, labor, and resources to Entity. The services provided by HCDE are those selected by Entity and made available from HCDE's separate programs and services as mentioned in section 15 of this Contract. HCDE shall perform such contractual services and responsibilities with reasonable care, skill, judgment, experience, and in a professional business-like manner.
2. **Term.** This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 14, below.
3. **Agreement.** The terms of this Contract shall apply and will be considered a part of any Addenda for programs and services delivered by HCDE. This Contract and the attached and incorporated Addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

4. Scope of Work.

A. HCDE agrees to:

- Provide Entity with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
- Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
- Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.

B. Entity agrees to:

- Participate in any or all of the services that HCDE has to offer.
- Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
- Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.
- Assign the appropriate person to act as representative to each respective program delivered.

5. Payment. Notwithstanding anything to the contrary, this Contract is contingent upon HCDE receiving sufficient payments. In the event HCDE does not receive sufficient payments, HCDE may terminate this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Payment requirements will be described in each of the separate purchase orders to this Contract.

6. Confidentiality. HCDE agrees that all knowledge and information that HCDE may receive from Entity and its employees, or by virtue of the performance of services under and pursuant to this Contract; and all information provided by HCDE to Entity in reports of work done, together with any other information acquired or gained by HCDE, shall for all time and for all purposes be regarded by HCDE as strictly confidential and shall be held by HCDE in confidence, and solely for the benefit and use of Entity, and shall not be used by HCDE directly or indirectly except with written permission from Entity.

7. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

8. Conflict of Interest. During the Term of HCDE's service to Entity; Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

9. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

10. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: John E. Sawyer, Ed.D.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

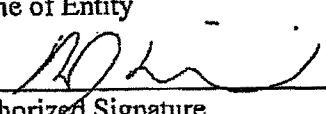
Entity Name Montgomery County Hospital Distr
Attn: Michael J. Nicknish
Title: CFO
Address 1: 200 River Pointe, Suite 200
Address 2: Conroe, Texas 73304
Phone: 936-523-1138
Email: mnicknish@mchd-tx.org

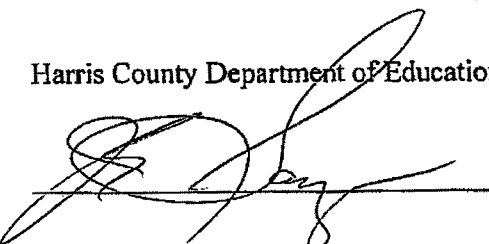
11. Relation of Parties. It is the intention of the parties that Entity be independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Entity or HCDE and any of Entity's agents.
12. Hold Harmless. Entity shall protect and hold harmless HCDE from any and all, loss, claims, assessments, and suits in law or in equity, expenses, and attorney's fees, and damages arising from Entity's actual or alleged infringement of any United States or foreign patent, trademark or copyright in connection with this Contract to the extent permitted by law.
13. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
14. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
- By Entity upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
15. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE: Choice Facility Partners (CFP), Gulf Coast Food Cooperative, Purchasing Cooperative, Drug Testing Services, Fuel Cooperative, plus any new non-fee based programs and services in the future.

The Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addenda to the approved Master Interlocal Contract. The specific terms and conditions of the addenda will govern that individual contract. In the case of a conflict between the Master Contract and any addenda, the provisions of the addenda will govern.

16. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
17. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
18. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
19. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
20. Funding. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 2.
Term above:

Montgomery County Hospital District
Name of Entity

Authorized Signature
Michael J. Nicknish
Printed Name
CFO
Title
March 18, 2009
Date

Harris County Department of Education

John E. Sawyer, Ed.D.
County School Superintendent
4/24/09
Date

Interlocal Agreement
between Harris County Department of Education
& MONTGOMERY COUNTY HOSPITAL DISTRICT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and MONTGOMERY COUNTY HOSPITAL DISTRICT, a local governmental entity and/or political subdivision ("LGE"), located in CONROE (city), TEXAS (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.
- LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.
6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

MONTGOMERY COUNTY HOSPITAL DISTRICT ("LGE")
Attn: RANDY JOHNSON
Title: CHIEF EXECUTIVE OFFICE
Address: 1400 SOUTH LOOP 336 WEST
City, State, Zip: CONROE, TEXAS 77304
Phone: 9365235113
Email: REJOHNSON@MCHD-TX.ORG

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

MONTGOMERY COUNTY HOSPITAL DISTRICT

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

RANDY JOHNSON

Printed Name

CHIEF EXECUTIVE OFFICER

Title

James Colbert, Jr.

County School Superintendent

Date

Date

Type of Local Governmental Entity (*select one*):

- | | |
|--|--|
| <input type="checkbox"/> School District | <input type="checkbox"/> Charter School |
| <input type="checkbox"/> County | <input type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University | <input type="checkbox"/> College |
| <input type="checkbox"/> State Entity | |

☒ Governmental entity/other: HOSPITAL DISTRICT

Phone System Replacement

New System Benefits

- Redundant switches
- Billing/HCAP call center application
- New voicemail system
- New VOIP phones district wide
- In building notification application
- Kari's Law compliant
- Advanced call management and reporting
- VOIP Phones in all ambulances

Micro Integrations

- Founded in 1993
- Have been installing IP phone systems since 1999
- Installed over 50,000 VOIP Phones for over 100 different customers
- Over 300 customers in the Greater Houston area
- Office located in The Woodlands
- Current vendor for cameras and access control

Micro Integrations

- Current Customers
 - Conroe ISD
 - Willis ISD
 - Magnolia ISD
 - New Caney ISD
 - Humble ISD
 - Lamar ISD

MCHD Cost and Savings

Budgeted Amount	\$250,000.00
Retail Cost	\$475,651.00
MCHD/Co-Op cost	\$249,817.43
MCHD Savings	\$225,833.57

**INTERLOCAL AGREEMENT FOR USE OF
PUBLIC SAFETY RADIO SYSTEM TALKGROUPS**

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This **INTERLOCAL AGREEMENT FOR USE OF PUBLIC SAFETY RADIO SYSTEM TALKGROUPS** ("Agreement") is made on the date countersigned by the HISD ("Effective Date"), by and between the **HOUSTON INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, acting by and through its Board of Directors (hereinafter referred to as "HISD"), and **MONTGOMERY COUNTY HOSPITAL DISTRICT, TEXAS**, a political subdivision of the State of Texas, acting by and through its Board of Directors (hereinafter referred to as "Hospital District").

WITNESSETH:

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Section 791.011 of the TEXAS GOVERNMENT CODE; and

WHEREAS, The HISD and Hospital District desire to enhance public safety operations by improving interoperability between public safety and critical infrastructure agencies/utilities in severe weather incidents and other regional emergency events and interoperability use; and

WHEREAS, HISD and Hospital District have determined it would be in the best interests of the citizens of both HISD and Hospital District to cooperate and coordinate efforts to reduce the likelihood of public radio system interference within the region.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

- A. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by HISD and Hospital District.
- B. "HISD" is defined in the preamble of this Agreement and includes its successors and assigns.
- C. "HISD Talkgroups" means the specific public safety radio system talkgroups listed in Article IV, Section A, or as modified during the term of this Agreement with the written approval from an authorized representative of each system owner.

- D. "Effective Date" means the date shown as the date this Agreement is countersigned by the HISD on the signature page.
- E. "Hospital District" is defined in the preamble of this Agreement and includes its successors and assigns.
- F. "Hospital District Talkgroups" means the specific public safety radio system talkgroups listed in Article III, Section A or as modified during the term of this Agreement with the written approval from an authorized representative of each system owner.
- G. "Party" or "Parties" means Hospital District and the HISD, individually or collectively.
- H. "Talkgroup" or "Talkgroups" means the HISD's and Hospital District's Talkgroups individually or collectively. A talkgroup is an identification of an electronic location where authorized participants may communicate with each other.

ARTICLE II TERM

- A. The term of this Agreement is one year ("Annual Term") and shall commence on the Effective Date. Thereafter, this Agreement will automatically renew for 10 successive one-year terms, subject to termination as provided herein.

ARTICLE III OBLIGATIONS AND RIGHTS OF HOSPITAL DISTRICT

- A. Hospital District grants to HISD the right to program the specific public safety radio system talkgroups listed below (known collectively as "Hospital District Talkgroups") which are licensed to Hospital District:

Description	Display
HISD Talkgroup 1	HISD 1
HISD Talkgroup 2	HISD 2
HISD Talkgroup 3	HISD 3
HISD Talkgroup 4	HISD 4
HISD Talkgroup 5	HISD 5

- B. HISD shall utilize Hospital District Talkgroups in a way that enhances regional radio interoperability.
- C. Hospital District is not assigning or conveying rights to any license for Hospital District Talkgroups hereunder and Hospital District shall remain the licensee for Hospital District Talkgroups.

ARTICLE IV OBLIGATIONS AND RIGHTS OF HISD

- A. HISD grants to Hospital District the right to program the specific public safety radio system talkgroups listed below (known collectively as "HISD's Talkgroups") which are licensed to the HISD:

Description	Display
MCHD EMS 1	EMS 1
MCHD EMS 2	EMS 2
MCHD EMS 3	EMS 3
MCHD EMS 4	EMS 4
MCHD EMS TALK	EMS TALK

- B. Hospital District shall utilize HISD Talkgroups in a way that enhances regional radio interoperability.
- C. HISD is not assigning or conveying rights to any license for HISD Talkgroups hereunder and HISD shall remain the licensee for HISD Talkgroups.

ARTICLE V ISSI CONNECTION

- A. In addition to the foregoing, Hospital District and HISD agree to maintain an Inter RF Subsystem Interface (ISSI) interconnection with one another during the term of this Agreement for purposes of enhanced interoperability of their respective communications systems consistent with the purposes outlined in the recitals and terms of this Agreement. Each party shall bear the cost and expense for maintaining its end of the ISSI interconnection, including any necessary hardware, software or other equipment.

ARTICLE VI FUNDING AND COMPENSATION

- A. The Parties agree that each Party will pay for its own performance of governmental functions or services that it performs in furtherance of this Agreement. The Party shall make those payments only from current revenues legally available to the paying party at the time the payment becomes due. In the event a Party does not appropriate or allocate funds for the purpose of this Agreement, the sole remedy of the other Party is to terminate this Agreement.
- B. Hospital District and HISD shall not charge each other any fees for use of the Talkgroups. Hospital District and HISD agrees that enhanced interoperability of the regional public safety radio system is adequate consideration for the usage rights granted to each other hereunder.

- C. The HISD's duty to pay money to Hospital District under this Agreement is limited in its entirety by the provisions of this Section. Hospital District recognizes that under certain provisions of Texas law, the HISD may not obligate itself by contract to an extent in excess of an amount therefor appropriated by the HISD Board of Directors and further recognizes that no funds have been appropriated by the HISD Board of Directors. The Hospital District's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the HISD and no right to damages of any kind.
- D. Hospital District's duty to pay money to HISD under this Agreement is limited in its entirety by the provisions of this Section. HISD recognizes that under certain provisions of District's enabling legislation, Hospital District may not obligate itself by contract to an extent in excess of an amount therefor appropriated by the Board of Directors and further recognizes that no funds have been appropriated by the Hospital District's Board of Directors. The HISD's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the Hospital District and no right to damages of any kind.

ARTICLE VII DEFAULT AND TERMINATION

- A. If, at any time during the term of this Agreement or during any renewal term, either Party defaults under any provision of this Agreement, the non-defaulting Party will provide the defaulting Party written notice of such default, specifying the nature of the default. The defaulting Party will have 30 days after receipt of the written notice to commence cure of the default. In the event the defaulting Party fails to commence cure of the default within the 30 day period, or to thereafter reasonably prosecute the cure to completion, the non-defaulting Party shall have the right to immediately terminate this Agreement and shall also have the right to pursue any and all other available legal or equitable remedies.
- B. In addition to termination as provided in Article VI, Section A herein, this Agreement shall also terminate:
 - 1) Immediately as to any of the Talkgroup covered by this Agreement if the license(s) or authorization(s) for Hospital District's or HISD's use of a Talkgroup is revoked by the Federal Communications Commission ("FCC") or other proper licensing authority; or
 - 2) Upon either Party giving the other Party 60 day's prior written notice of its intent to terminate this Agreement.
- C. Upon termination of this Agreement with respect to any of the Talkgroups identified in Article III, Section A, and Article IV, Section A, of this Agreement, all usage rights for the Talkgroup(s) for which usage rights are terminated shall immediately revert to the Hospital District or HISD, respectively, if consistent with FCC licensure.

**ARTICLE VIII
NONDISCLOSURE AGREEMENT**

- A. The parties agree to maintain confidentiality of all communications and technical information that is shared under this Agreement. In addition, on or before the effective date of this Agreement the parties shall execute the non-disclosure agreement appended hereto.

**ARTICLE IX
NOTICES**

- A. All notices and communications under this Agreement shall be sent by certified mail, return receipt requested, postage pre-paid, and properly addressed as follows:

If to HISD, to the following address:

Houston Independent School District
Wanda Adams, Board President
4400 West 18th Street
Houston, TX 77092

with duplicate Copy to:

Houston Independent School District
Elneita Hutchins-Taylor
4400 West 18th Street
Houston, TX 77092

If to Hospital District, to the following address: with duplicate Copy to:

Montgomery County Hospital District
Randy Johnson, CEO
P.O. Box 478
Conroe, Texas 77304

Greg Hudson
Hudson & O'Leary LLP
1010 MoPac Circle, Suite 201
Austin, Texas 78746

- B. All notices and communications under this Agreement shall be effective when actually received by the Party to whom such notice is given. Any Party may change its address or authorized agent by giving written notice to other Party.

**ARTICLE X
NO PERSONAL LIABILITY AND NO THIRD PARTY BENEFICIARY**

- A. **NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY PUBLIC BODY THAT MAY BE A PARTY TO THIS AGREEMENT AND THE PARTIES EXPRESSLY AGREE THAT THE EXECUTION OF THIS AGREEMENT DOES NOT CREATE ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF HISD OR HOSPITAL DISTRICT.**

IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY PARTY INDIVIDUALLY UNDER TEXAS LAW. EACH PARTY SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

- B. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XI GENERAL PROVISIONS

- A. **Modifications to HISD Talkgroups or Hospital District Talkgroups.** During the term of this Agreement, the Parties may agree in writing to modify the HISD Talkgroups or the Hospital District Talkgroups with approval from each system owner. Such modifications shall be memorialized in writing and approved by an authorized representative of each Party.
- B. **Authorization.** The Parties will obtain appropriate approvals or authorizations from their governing bodies as required by law.
- C. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, or of a partnership, or employer-employee, or of joint venture between Hospital District and HISD, it being understood and agreed that no provision contained in this Agreement, nor any acts of Hospital District or HISD, shall be deemed to create any relationship between Hospital District and HISD other than the contractual relationship established under this Agreement.
- D. **Compliance with Law.** Both Parties agree to observe and abide by all applicable Federal, State, and local statutes, laws, rules, and regulations, including but not limited to those of the FCC. The Parties acknowledge and agree that should any of the applicable statutes, rules, regulations or administrative rules change during this Agreement, and if the changes necessitate the amendment of this Agreement, then the Parties will reasonably cooperate with each other in making any necessary amendments.

- E. **Captions.** The captions used in this Agreement are for convenience only and do not limit or amplify any provisions contained in this Agreement.
- F. **Venue.** This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Montgomery County, Texas. Venue for any litigation arising out of or related to this Agreement shall lie solely in a court of appropriate jurisdiction located in Montgomery County, Texas.
- G. **Assignment.** This Agreement shall not be assignable, in whole or in part, without first obtaining the written consent of the other Party. Parties shall not convey any right to use any Talkgroup(s) to a third party without the prior written consent of the other Party.
- H. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- I. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior written or oral agreement.
- J. **Amendment of Agreement.** Hospital District and HISD may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both Parties.

(The rest of this page has been intentionally left blank).

The Parties have executed this Agreement in multiple copies, each of which is an original.

**MONTGOMERY COUNTY
HOSPITAL DISTRICT**

**HOUSTON INDEPENDENT
SCHOOL DISTRICT**

Randy Johnson
Chief Executive Officer

Wanda Adams
Board President

Donna Daniel
Secretary

Rhonda Skillern-Jones
Board Secretary

Richard A. Carranza
Superintendent of Schools

**APPROVED AS TO FUNDING /
BUSINESS TERMS**

Rene Barajas
Chief Financial Officer

APPROVED AS TO FORM

Elneita Hutchins-Taylor
General Counsel

Hans P. Graff
Deputy General Counsel

MCHD Surplus/Salvage
December 2017

[illegible]

AGENDA ITEM # 32

Board Mtg.: 12/05/17

Montgomery County Hospital District

Proceeds from Sale of Assets

10/01/2016 - 10/31/2017

Account Name	Description	Sale Date	Sale of Surplus
Vehicles	2010 Dodge Ram 3500 - 237,850 miles	2/7/2017	6,170.00
Vehicles	2014 Chevy Tahoe - 29,839 miles	3/28/2017	3,460.00
Vehicles	2010 Dodge Ram 3500 - 223,323 miles	4/4/2017	7,600.00
Vehicles	2010 Dodge Ram 3500 - 222,539 miles	5/16/2017	6,165.00
Vehicles	2010 Dodge Ram 3500 - 195,972 miles	7/18/2017	8,210.00
Vehicles	2009 Chevy Tahoe - 184,392 miles	9/12/2017	4,655.00
Vehicles	2002 Ford Taurus LX - 142,839 miles	9/12/2017	850.00
Vehicles	2010 Dodge Ram 3500 - 191,085 miles	9/26/2017	7,510.00
Vehicles	2009 Chevy Tahoe - 177,806 miles	9/26/2017	5,149.00
Vehicles Total			<u>49,769.00</u>
Total Proceeds			<u><u>49,769.00</u></u>