

Physio-Control, Inc. | Lifesaving starts here™

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 867 4000
TOLL-FREE
800 442 1142

www.physio-control.com

October 4, 2013

Deputy Chief Michael McDill
Fort Bend County EMS
4336 Hwy 36
Rosenberg, TX 77471

Dear Deputy Chief McDill:

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider in your marketplace for:

- New LIFEPAK® devices
- Our factory refurbished line of RELI devices
- LIFENET® Data Management Solutions
- The LUCAS® Chest Compression System
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections, and repairs

Physio-Control does not utilize the services of any authorized resellers in the sale of these products and services in your marketplace.

Best regards,



Elizabeth Frazier
Associate Contract Analyst
Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003



Physio-Control, Inc.
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723 U.S.A
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To: Deputy Chief Michael McDill
Clinical
Fort Bend County EMS
4336 Hwy 36
Rosenberg, TX 77471
Phone: (281) 633-7095
Fax: (281) 633-7065
mcdilmic@co.fort-bend.tx.us

Quote#: 1-269271732
Rev#: 2
Quote Date: 10/04/2013
Sales Consultant: Carlos Graubard
800-442-1142 x 72311
FOB: Redmond, WA

Terms: All quotes subject to credit approval and
the following terms & conditions

Contract: None

Exp Date: 01/02/2014

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99576-000024 - LUCAS 2, 2.1 Chest Compression System Includes LUCAS 2 unit with Back Plate, Carrying Bag, Two (2) Patient Straps, Stabilization Strap, 3 Suction Cups, 1 Rechargeable Battery and Instructions for Use. One year warranty.	9	\$14,495.00	\$1,652.33	\$0.00	\$12,842.67	\$115,584.03
2	11576-000060 - LUCAS 2 BATTERY CHARGER,MAINS PLUG,US-CAN-JP	9	\$1,034.00	\$103.40	\$0.00	\$930.60	\$8,375.40
3	11576-000039 - LUCAS 2 BATTERY	2	\$652.00	\$65.20	\$0.00	\$586.80	\$1,173.60
4	11576-000040 - LUCAS 2 BATTERY 4-PACK	4	\$2,343.00	\$0.00	\$0.00	\$2,343.00	\$9,372.00
5	11576-000055 - LUCAS 2 POWER SUPPLY WITH CORD,REDEL,US	9	\$329.00	\$32.90	\$0.00	\$296.10	\$2,664.90
6	11576-000037 - LUCAS STABILIZATION STRAP YELLOW 4-PACK	3	\$329.00	\$32.91	\$0.00	\$296.09	\$888.27

SUB TOTAL	\$138,058.20
ESTIMATED TAX	\$0.00
ESTIMATED SHIPPING & HANDLING	\$185.00
GRAND TOTAL	\$138,243.20

Pricing Summary Totals	
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List Price:	\$154,385.00
Cash Discounts:	- \$16,326.80
Tax + S&H:	+ \$185.00

GRAND TOTAL FOR THIS QUOTE	\$138,243.20
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**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)	
NAME	
TITLE	
DATE	

Ref. Code: SS/03909801/1-49ZT1D

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

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Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



Physio-Control, Inc.
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723 U.S.A
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To: Mary Jackson
Fort Bend County EMS
4336 Hwy 36
Rosenberg, TX 77471
Phone: (281) 633-7088
mary.jackson@co.fort-bend.tx.us

Quote#: 1-269291667

Rev#: 1

Quote Date: 10/07/2013

Sales Consultant: Carlos Graubard
800-442-1142 x 72311

FOB: Redmond, WA

Terms: All quotes subject to credit approval and
the following terms & conditions

Contract: None

Exp Date: 01/05/2014

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total								
1	11140-000072 - LP15 AC Power Supply	1	\$1,480.00	\$222.00	\$0.00	\$1,258.00	\$1,258.00								
2	11140-000080 - CABLE-EXTERNAL POWER, EXTENSION	1	\$266.00	\$39.90	\$0.00	\$226.10	\$226.10								
	CABLE-EXTERNAL POWER, EXTENSION														
3	11140-000015 - AC POWER CORD	1	\$71.00	\$10.65	\$0.00	\$60.35	\$60.35								
4	11130-000061 - LIFEPAK 15 HARD PADDLES	1	\$650.00	\$97.50	\$0.00	\$552.50	\$552.50								
5	11113-000004 - QUIK-COMBO THERAPY CABLE	1	\$334.00	\$50.10	\$0.00	\$283.90	\$283.90								
	FOR USE WITH LIFEPAK 15 MONITOR/DEFIBRILLATOR														
6	21300-007299 - NIBP TUBING - 9 FOOT	1	\$52.00	\$7.80	\$0.00	\$44.20	\$44.20								
	FOR USE WITH LIFEPAK 15 MONITOR/DEFIBRILLATOR														
SUB TOTAL							\$2,425.05								
ESTIMATED TAX							\$0.00								
ESTIMATED SHIPPING & HANDLING							\$65.00								
GRAND TOTAL							\$2,490.05								
<table><tr><th colspan="2">Pricing Summary Totals</th></tr><tr><td>List Price:</td><td>\$2,853.00</td></tr><tr><td>Cash Discounts:</td><td>- \$427.95</td></tr><tr><td>Tax + S&H:</td><td>+ \$65.00</td></tr></table>								Pricing Summary Totals		List Price:	\$2,853.00	Cash Discounts:	- \$427.95	Tax + S&H:	+ \$65.00
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Tax + S&H:	+ \$65.00														
GRAND TOTAL FOR THIS QUOTE							\$2,490.05								

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CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)	
NAME	
TITLE	
DATE	

Ref. Code: SP/03909801/1-4GBURX

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Pricing

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Delays

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Service Terms

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Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



Physio-Control, Inc.
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723 U.S.A
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To: Deputy Chief Michael McDill
Clinical
Fort Bend County EMS
4336 Hwy 36
Rosenberg, TX 77471
Phone: (281) 633-7095
Fax: (281) 633-7065
mcdilmic@co.fort-bend.tx.us

Quote#: 1-258651869

Rev#: 5

Quote Date: 10/23/2013

Sales Consultant: Carlos Graubard
800-442-1142 x 72311

FOB: Redmond, WA

Terms: All quotes subject to credit approval and
the following terms & conditions

Contract: None

Exp Date: 01/21/2014

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-001255 - LP15 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2, 12L GL, NIBP, CO2, Trend, BT THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 21300-008084 (one per order) and ShipKit- 41577-000138. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	5	\$29,995.00	\$3,370.30	\$3,500.00	\$23,124.70	\$115,623.50
2	11577-000004 - STATION BATTERY CHARGER AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS	5	\$1,633.00	\$163.30	\$0.00	\$1,469.70	\$7,348.50
3	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	20	\$412.00	\$41.20	\$0.00	\$370.80	\$7,416.00
4	11996-000323 - MASIMO SET RED LNCS PATIENT CABLE - 4 FEET RED LNC-04,PATIENT CABLE,4FT,REF 2055	5	\$196.00	\$19.60	\$0.00	\$176.40	\$882.00
5	11577-000002 - LIFEPAK 15 Basic Carry Case w/ right & left pouches Includes shoulder strap 11577-000001	5	\$276.00	\$27.60	\$0.00	\$248.40	\$1,242.00
6	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	5	\$49.00	\$4.90	\$0.00	\$44.10	\$220.50
7	11260-000039 - LP15 Rear Pouch for carrying case	5	\$71.00	\$7.10	\$0.00	\$63.90	\$319.50

Quote#: 1-258651869
 Rev#: 5
 Quote Date: 10/23/2013

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
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SUB TOTAL \$133,052.00
 ESTIMATED TAX \$0.00
 ESTIMATED SHIPPING & HANDLING \$185.00
GRAND TOTAL \$133,237.00

Trade-in Detail			
Product	Qty	Unit Value	Total Value
Pricing Summary Totals			
List Price:			\$169,340.00
Trade-ins:			- \$17,500.00
Cash Discounts:			- \$18,788.00
Tax + S&H:			+ \$185.00

GRAND TOTAL FOR THIS QUOTE \$133,237.00

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 # 800-732-0956, ATTN: REP SUPPORT**

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CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

 NAME

 TITLE

 DATE

Ref. Code: SP/03909801/1-49ZT1D

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**Serial numbers for 5 LIFEPAK 12 biphasic trade in devices:
13361194,13361195,13361196,13361197 and 13361198**

Trade-in values are a function of the market value and the condition of the device at the time of trade in, thus values may be subject to change. Please note that device serial numbers are required at time of order.

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Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 03909801
FORT BEND CTY EMS
4332 HWY 36
ROSENBERG, TX 77471

Bill To # 03909801
FORT BEND CTY EMS
4332 HWY 36
ROSENBERG, TX 77471

This Technical Service Support Agreement begins on 10/1/2013 and expires on 9/30/2016.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$61,212.00 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

Customer:

By:

By:

Title:

Print:

Date:

Title:

Date:

Purchase Order Number:

Territory Rep: WECC57
Michael Flowers
Phone:
FAX: 800-772-3340

Customer Contact:
Rita Graeber
Phone: 281-344-3007
FAX:

Reference Number: C57-1998
Printed: 10/25/2013

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PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature or purchase order referencing this Technical Service Support Agreement are required prior to Physio-Control's acceptance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The services provided under this Agreement are set forth on Schedule A. Physio-Control strives to return service calls within two (2) hours, and strives to resolve service issues within twenty-four (24) hours. Following service, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following services are available:

"Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions.

"Inspection Only Service" means inspections of Covered Equipment to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with National Fire Protection Association (NFPA) guidelines and labor, subject to Exclusions.

"Repair and Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of:

- (i) Battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or
- (ii) The end of the useful life of the battery as set forth in the applicable Operating Instructions

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery, Customer will be charged at the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

"24-hour On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location at any time, except on the holidays listed above. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

"Ship-In Service" means that service will be performed at Physio-Control's designated service facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated service facility for repair.

If Covered Equipment is not available as scheduled or Customer requests services or goods not covered by this Agreement or outside of designated service frequency or hours, Physio-Control will charge Customer at Physio-Control's standard labor rates less 10% (including overtime, if appropriate) and applicable travel costs. Parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, this Agreement does not include:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, use of batteries or other products not distributed by Physio-Control, operator errors, or acts of God
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal and recycling

LOANERS. If Covered Equipment must be removed from service to complete repairs, Physio-Control will provide Customer with a loaner device, if one is available, until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Repair and Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% less than the then-current list price. Updates installed on Covered Equipment designated as Repair Only Service, Inspect Only Service, or at a time other than regularly scheduled Repair and Inspect Service will be billed on a separate invoice at the then-current list price less 20%.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. Upgrades must be purchased separately, and are not provided under this Agreement. Upgrades are available at a rate of 17% less than the then-current list price.

PRICING. Pricing is set forth on the front page of this Agreement. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term. Discounts will not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants services performed under this Agreement and replacement parts provided in performing such services against defects in material and workmanship for ninety (90) days from the date a service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

TERM. The initial Term is set forth on the front page of this Agreement. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the cost of any services rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement.

MISCELLANEOUS. (a) Customer agrees to not employ or offer employment to anyone performing services on Physio-Control's behalf during the Term of this Agreement or for one (1) year following its expiration without Physio-Control's prior written consent; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the service is provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Michael Flowers, WECC57

District: SOUTHWEST

Phone:

FAX: 800-772-3340

Equipment Location: FORT BEND CTY EMS, 03909801
 4332 HWY 36
 ROSENBERG, TX 77471

Scope Of Service LPCR/Express Onsite Gold Plan

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® CR PLUS	3200731-009	41221985	21	10/1/2013	9/30/2016	3
LIFEPAK® CR PLUS	U3200731-009	35082428	22	10/1/2013	9/30/2016	3
LIFEPAK® CR PLUS	3200731-009	40810656	23	10/1/2013	9/30/2016	3
LIFEPAK® CR PLUS	3200731-009	40810655	24	10/1/2013	9/30/2016	3
LIFEPAK® CR PLUS	U3200731-009	35166940	25	10/1/2013	9/30/2016	3

Scope Of Service AED 1 On Site Inspection per Year with 1 Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-001129	30712708	8	10/1/2013	9/30/2016	3
LIFEPAK® 500	3011790-001129	30773718	9	10/1/2013	9/30/2016	3
LIFEPAK® 500	3011790-001129	30773723	10	10/1/2013	9/30/2016	3

Scope Of Service On Site Repair and 1 On Site Inspection per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-005985	32997079	16	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-005985	34990581	17	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-007228	37143539	18	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-007228	36574574	19	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-007228	38154323	20	10/1/2013	9/30/2016	3

Scope Of Service Renewal POS On Site Repair - 1 On Site Inspection per Year

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-002191	13415334	1	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-002191	13415335	2	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-002191	13361197	3	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-002191	13361196	4	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-002191	13361195	5	10/1/2013	9/30/2016	3

Reference Number: C57-1998

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LIFEPAK® 12	VLP12-02-002191	13361194	6	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-002191	13415336	7	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-002982	30773902	11	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-002982	30773903	12	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-002982	30843080	13	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-002982	31319097	14	10/1/2013	9/30/2016	3
LIFEPAK® 12	VLP12-02-002982	31734489	15	10/1/2013	9/30/2016	3

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 12 Defibrillator/Monitor Repair Service includes:

- Standard detachable hard paddle repairs.
- Power Adapter repair/replacement.
- Replacement of failed internal coin cell batteries.
- Preventative replacement of internal coin cell batteries up to the number of coin cell batteries listed in the Additional Items section of Schedule A according to Physio-Control service specifications.
- Battery Coverage
- Replacement of four (4) Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery every two years, or upon battery failure;

OR

- Replacement of three (3) LIFEPAK Li-ion Batteries every two years, or upon battery failure.

LIFEPAK® 500 AED Inspection-Only with Battery Replacement Service includes:

- Periodic inspections as set forth on Schedule A.
- Updates installed at no additional cost provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 50% less than the then-current list price. Updates installed at a time other than regularly scheduled service will be billed on a separate invoice at the then-current list price less 20%.
- Battery Coverage
- o Replacement of up to two (2) LIFEPAK 500 SLA Battery Paks every two (2) years, or upon battery failure;

OR

- o Replacement of up to one (1) LIFEPAK 500 Li-ion Battery Pak every five (5) years for each LIFEPAK 500 AED listed on Schedule A, or upon battery failure.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK CR® Plus AED Inspection-Only with EventCheck™ and Battery Replacement Service includes:

- Periodic inspections as set forth on Schedule A.
- 15% discount off the then-current list price for the purchase of a new LIFEPAK CR Plus AED if the Covered Equipment is damaged and cannot be repaired.
- 15% discount off the then-current list price for the purchase of CR Plus CHARGE-PAK™ Battery Charger and QUIK-PAK™ Electrode Packets.
- Replacement of up to one (1) CR Plus CHARGE-PAK Battery Charger and (2) QUIK-PAK Electrodes every time scheduled service is performed, or upon battery failure.
- If Customer uses the LIFEPAK CR Plus AED, Physio-Control will assist Customer in downloading the device data for clinical review, will provide device data in hard copy format; and will replenish one (1) CHARGE-PAK battery charger and two (2) QUIK-PAK electrodes. Data downloaded from the device shall be provided to the Customer and will not be retained, stored or used in any way by Physio-Control.
- EventCheck Inspection Procedure to ensure the CR Plus AED is operating according to original specifications.
- If annual inspections are listed on Schedule A, Customer is entitled to one (1) EventCheck service call each year; if biennial inspections are listed on Schedule A, Customer is entitled to one (1) EventCheck service call every two years.
- Additional EventCheck service calls will be billed at a rate of 20% off the then-current list price per call.

Physio-Control, Inc. | Lifesaving starts here™

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 867 4000
TOLL-FREE
800 442 1142

www.physio-control.com

October 4, 2013

Deputy Chief Michael McDill
Fort Bend County EMS
4336 Hwy 36
Rosenberg, TX 77471

Dear Deputy Chief McDill:

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider in your marketplace for:

- New LIFEPAK® devices
- Our factory refurbished line of RELI devices
- LIFENET® Data Management Solutions
- The LUCAS® Chest Compression System
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections, and repairs

Physio-Control does not utilize the services of any authorized resellers in the sale of these products and services in your marketplace.

Best regards,



Elizabeth Frazier
Associate Contract Analyst
Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003