

AMENDMENT

THIS AMENDMENT (this "Amendment"), effective as of the date on which both parties have signed below, is by and between ZOLL Data Systems, Inc. ("ZOLL") and Fort Bend County (the "Customer").

RECITALS

WHEREAS, the parties entered into a ZOLL Master Agreement that was fully executed on October 8, 2019 (the "Agreement"), and incorporated by reference, under which Customer ordered emsCharts and associated modules and interfaces ("emsCharts") and ZOLL Billing;

WHEREAS, the parties desire to amend the Agreement to replace emsCharts with Hosted *RescueNet* ePCR Premium; and

WHEREAS, the amendment contemplated by the parties must be contained in a written amendment signed by an authorized representative of each party.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Amendment.** The Agreement is hereby amended as follows:

1.1. **Order Form.** Exhibit A to the Agreement, *Order Form*, is hereby deleted and replaced in its entirety with Exhibit A attached to this Amendment.

1.2. **Statement of Work.** Exhibit B to the Agreement, *Statement of Work for emsCharts System Architecture and Environments*, is hereby deleted in its entirety.

2. **Miscellaneous.** Capitalized terms used but not defined in this Amendment have the meanings given such terms in the Agreement. This Amendment is governed by, and construed in accordance with, the laws that govern the Agreement. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment. This Amendment constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect, and are hereby ratified and confirmed by the parties. By acceptance of Amendment, ZOLL acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws. After the Initial Term, this Agreement shall not automatically continue month-to-month unless agreed to in writing by both parties.

IN WITNESS WHEREOF, each party has executed this Amendment on the date that appears below such party's name.

ZOLL Data Systems, Inc.

Authorized Signature:

DocuSigned by:
Sandy King

D1D2A604C6844D5
Name: Sandy King

Title: Director of Operational Accounting

Date: 2/22/2021 | 10:04 PST

Fort Bend County

Authorized Signature:

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

Title: _____

Auditor's Certificate

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Amendment.

Robert Ed Sturdivant, County Auditor

Exhibit A - Order Form

Order No.: Q-04283

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

Bill To: Fort Bend County 301 Jackson Richmond, TX 77469	Ship To: Fort Bend County EMS 301 Jackson Suite 533 Richmond, TX 77469 Email for Notices: jason.albert@fortbendcountvtx.gov
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Territory Manager: Nick Sortin

Offer Expires: 09/30/2020

ASP Services						
Item	Lic. Type	Description	Qty	Term in Months	Annual Fees	Monthly Fees
ZOBILL	HL	ZOLL Billing includes: Electronic Claims Processing, Eligibility, Clearinghouse submission, technical support, 1-day on-site implementation setup and training (Excludes T&E) and up to 5 Electronic Clearinghouse Statements.	17,000 per Year	36	\$72,250.00	\$6,020.83

ASP Services								
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Annual Fees	Monthly Fees
HEPCRPR	HL	Hosted RescueNet ePCR Premium (Per PDR/Month) Includes: TabletPCR app, WebPCR app, iOS PCR app, Security Reporting, NEMESIS Extract, 3 OTS Extracts, Fax Service, BatchPDF Extract, 3 rd Party Monitor SDK, 3 rd Party CAD Base Framework, HL7 Interface and Crystal Reports License.	2,917	\$2.08	44.004%	\$1.16	\$40,769.88	\$3,397.49

Professional Services								
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Annual Fees or One-Time Charge	Monthly Fees
RND	---	Hosted RescueNet Billing Implementation Day	5	\$1,500.00		\$1,500.00	\$7,500.00	\$0.00
PSD	---	Professional Services Accommodation	1	(\$7,500.00)		(\$7,500.00)	(\$7,500.00)	\$0.00
HEPCRMS	---	Hosted ePCR Managed Services (Per Month) Managed Services for Hosted ePCR	1	\$350.00		\$350.00	\$4,200.00	\$350.00

Comments:

*MONTHLY FEES: \$9,768.32
 *ANNUAL FEES: \$117,219.94
 ANNUAL FEES FOR INITIAL TERM: \$351,659.81
 PROFESSIONAL SERVICES FEES: \$7,500.00
 PROFESSIONAL SERVICES ACCOMMODATION (\$7,500.00)
TOTAL FEES FOR INITIAL TERM: \$351,659.81

ASP Services Payment Terms: ZOLL will invoice Customer 30 days after the Effective Date (the "Monthly Fees Commencement Date") and at the beginning of each calendar month during the Term for the amount of the Monthly Fees for each of the ASP Services listed above (i) prorated to account for any partial month and (ii) increased or decreased as set forth in the Adjustments to Fees section below. Monthly Fees are payable in advance for each month of ASP Services ("Monthly Service Period"), except for the first Monthly Service Period. Accordingly, the first invoice for Monthly Fees shall be for the amount of the Monthly Fee for the first Monthly Service Period and the Monthly Fee for the second Monthly Service Period. Each subsequent invoice shall be for the amount of the Monthly Fee.

Term. Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Effective Date and continue for 36 months after the Monthly Fees Commencement Date (the "Initial Term") and (ii) after the Initial Term, this Order automatically shall continue on a month-to-month basis until so terminated.

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

***Adjustments to Fees:** Fees are subject to adjustment based on quantity as specified below ("Qty"):

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

for such excess multiplied by the per-PCR price listed above (the "Per-PCR Price"). Should the Actual PCR Volume be less than the Estimated PCR Volume by more than 10% during the PCR Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated PCR Volume multiplied by the Per-PCR Price. Future billings of the Monthly Fee will be adjusted based on the Actual PCR Volume as determined by the PCR Audit; *provided, that* the Monthly Fee shall not decrease by more than 10%

Hosted Test Server. ZOLL during the Initial Term shall (i) install and set up a server at the ZOLL Site solely for internal upgrading and testing of, and not a production environment for, the Hosted RescueNet ePCR Premium that ZOLL makes available to Customer pursuant to, and in the same Qty of PCRs as provided in, this Order ("Hosted Test Server"); (ii) at Customer's request no more than two (2) times each year, upload to the Hosted Test Server a backup of Customer Content from the production environment for such Hosted RescueNet ePCR Premium (the "Production Database Upload"); and (iii) following the Production Database Upload, upgrade the Hosted Test Server to the same version of such Hosted RescueNet ePCR Premium. ZOLL's obligations with respect to the Hosted Test Server shall be solely as set forth in this section. If Customer desires training, customer reports or other additional professional services relating to the Hosted Test Server, additional fees shall be payable for such training, reports or services as provided in a supplementary Order Form to which the parties agree.

Existing Products. Upon the Deployment Date, (i) Customer's existing licenses for *RescueNet* Billing and *RescueNet* ePCR (the "Existing Licenses"), shall terminate and (ii) if the Deployment Date is before the end of a quarter, then Customer shall be entitled to a credit from ZOLL for the amount of prepaid Maintenance Fees attributable to the Existing Licenses for the period beginning on the Deployment Date and ending on the last day of such quarter.

Non-Appropriation. Customer's obligations for the performance hereunder during any of Customer's future fiscal years is subject to the appropriation of funds for this Order in Customer's budget for such years by the legal entity responsible for such appropriation. In the event that such funds are not appropriated, then Customer shall have the right to terminate this Order as of the end of the last fiscal year for which funds were appropriated by providing notice thereof to ZOLL at least thirty (30) days in advance with reasonably sufficient documentation of such non-appropriation. Customer shall use reasonable efforts to ensure appropriated funds are available for this Order.

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

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

ZOLL Data Systems, Inc.

Authorized Signature:

Fort Bend County

Authorized Signature:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

ZOLL | DATA SYSTEMS

11802 Ridge Parkway
Suite 400
Broomfield, CO 80021-5059

303.801.0000 (*main*)
303.801.0001 (*fax*)
www.zolldata.com

February 25, 2021

Fort Bend County EMS
301 Jackson
EMS PAS
Richmond, TX 77469

Ladies and Gentlemen:

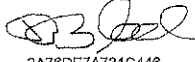
We are pleased to inform you that ZOLL Data Systems, Inc. and its subsidiaries are the sole source of:


- RescueNet ePCR
- ZOLL Billing

If you have any questions or need additional information, please feel free to contact Brian Bleile at BBleile@zoll.com.

Best regards,

ZOLL DATA SYSTEMS, INC.

DocuSigned by:


By: 
Name: Brian Bleile
Title: Vice President Customer Success and
Operations