

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO ZOLL MASTER AGREEMENT BETWEEN
FORT BEND COUNTY AND ZOLL DATA SYSTEMS, INC.**

THIS THIRD AMENDMENT (“Third Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and ZOLL Data Systems, Inc. (“ZOLL”), a Delaware corporation duly authorized to conduct business in the state of Texas. County and ZOLL are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into the ZOLL Master Agreement (“Master Agreement”), on or about October 8, 2019, as amended by the first amendment to the Master Agreement dated March 2, 2021, and as amended by the second amendment to the Master Agreement dated March 22, 2022. The Master Agreement and subsequent amendments are hereinafter collectively referred to as the “Agreement.” The Agreement is incorporated fully by reference as if set-forth verbatim below; and

WHEREAS, the Parties desire to amend the Agreement by execution of this Third Amendment to the Agreement as set forth below:

AMENDMENTS

1. **Scope of Services.** ZOLL shall continue to provide product and/or services as described in the Agreement and as provided in Exhibit “A” attached hereto and incorporated by reference for all intents and purposes. The Agreement is modified to update the ZOLL Billing line item quantity by an additional \$20,617.76 for payment of ZOLL’s subscription services in accordance with the Agreement and Exhibit “A.”
2. **Term.** The term of the Agreement shall not renew and expires no later than September 30, 2022, unless sooner terminated in accordance with the Agreement. Additionally, the Agreement may only renewed or extended upon written agreement by the Parties.
3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been otherwise modified or amended.
4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Third Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Third Amendment. This Third Amendment, although drawn by one Party,

shall be construed fairly and reasonably and not more strictly against the drafting Party than the nondrafting Party.

6. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

FORT BEND COUNTY, TEXAS

ZOLL DATA SYSTEMS, INC.

KP George,
County Judge

Sandy King

Authorized Agent – Signature

Date: _____

Sandy King

Authorized Agent – Printed Name

ATTEST:

Date: 9/16/2022

Laura Richard,
County Clerk

REVIEWED:

Robyn Doughtie

Robyn Doughtie, Director
Fort Bend County Information Technology

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

EXHIBIT A

(Follows Behind)

ZOLL | DATA SYSTEMS

11802 Ridge Parkway Suite 400
Broomfield, CO 80021

NEW REMIT TO ADDRESS – Effective 7/1/2022
DEPT# 42374
PO Box 650823
Dallas, TX 75265-0823

INVOICE

BILL TO:	Fort Bend County Robyn Doughtie 301 Jackson, Suite 533 Richmond, TX 77469	SOLD TO:	Fort Bend County 500 Liberty St Richmond, TX 77469-3500
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Invoice Number	Customer Number	Invoice Date	Contract Number	PO Number	Payment Terms	Invoice Due Date
INV00119908	147191	07/01/2022	A-S00007973	210603	Net 30	07/31/2022

Charge Description	Service Period	Qty	Unit Price	Total
Hosted ePCR Premium (Per PCR/Month)	08/01/2022 - 08/31/2022	2,917	1.16	3,397.49
Hosted ePCR Managed Services (Per Month)	08/01/2022 - 08/31/2022	1	350.00	350.00
ZOLL Billing	08/01/2022 - 08/31/2022	1,893	4.25	8,045.25
Subtotal:				11,792.74
Discount:				0.00
Tax:				0.00
Gross Amount:				11,792.74
Invoice Balance:				11,792.74

PLEASE NOTE NEW REMIT TO ADDRESS ABOVE

Please remit to address above
If you have any questions on this invoice, or need information on your account in general, please email Accountsreceivable@zoll.com, or call 303-801-1856.
We appreciate your business and look forward to assisting with any questions or concerns.