



Custom Solutions Group Statement of Work

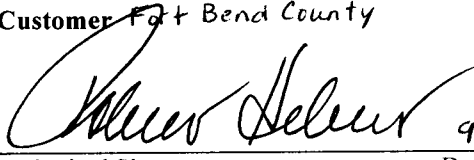
Customer: Fort Bend County 4336 Hwy 36 Rosenberg, TX 77471	Contact: Mike McDill Contact Phone: 281.633.7095 Contact Email: mcdilmic@co.fort-bend.tx.us
---	--

Effective Date:	September 10, 2012
CSG Project:	CSG03195 – CAD to Tablet
Project Objective:	Create an interface between Fort Bend County and RescueNet TabletPCR.
Service Fees:	\$ 16,000.00.
Maintenance Fees (per year):	20% of Service Fees Will be goverend by the MSLA.
Comments:	<ol style="list-style-type: none"> 1. Includes the RescueNet Base Framework. 2. Standard custom work to process the Tiburon data. 3. Functionality of the inerface will be definded in the Functional Defination Document which will be created when the signed Statement of Work is returned. 4. Delivery of the Interface will be within 90 days of when Fort Bend returns the signed Functional Defination Document. Project Completion timeline is based on Fort Bend meeting their milestones of installation and testing.

This Statement of Work ("SOW") is entered into as of the effective date shown above, executed subject to and made part of that certain Master Software License Agreement between ZOLL DATA SYSTEMS, INC. ("ZOLL") and the party identified above (the "Customer") (the "MSLA") previously executed. Unless explicitly stated otherwise in this SOW, any capitalized terms shall have the meaning given to them in the MSLA.

The person(s) signing below represents and warrants that he or she has the authority to bind Customer to the terms of the Statement of Work. By signing below, the parties agree to the SOW terms and conditions that follow. Once signed, any reproduction of the SOW or any attachment or exhibit made by reliable means (for example, photocopy or facsimile) is considered an original and all Software, Services and Maintenance Services ordered and provided under the SOW will be subject to it.

Customer Fort Bend County

 9-25-2012


Authorized Signature Date

Robert E. Hebert

County Judge

(Title)

ZOLL

 9/18/12

Authorized Signature Date

Project Manager / Business Analyst

(Title)

Please return a signed copy. Faxes may be sent to (303) 801-0001.

Statement of Work Terms & Conditions

1. Definitions

1.1 Custom Solutions Group

The Custom Solutions Group (“CSG”) is the ZOLL development team responsible for creating interface Software under this Services engagement.

1.2 Project Objective

The Project Objective describes, in general terms, the expected scope and objective of this engagement. This is meant as a reference for discussion purposes; the specific scope and requirements are described in the FDD.

1.3 Functional Definition Document

The Functional Definition Document (“FDD”) describes the functional requirements of the Software to be created and lists the completion criteria, that, when met, represent completion of this engagement under the terms of this SOW. The requirements described in the FDD represent the whole of the functionality to be delivered under this engagement.

1.4 Acceptance Test Document

The Acceptance Test Document (“ATD”) restates the project completion criteria agreed to in the FDD. Customer signature of the ATD represents acceptance of deliverables provided under this SOW and marks completion of this engagement.

1.5 Change Request

The Change Request document is used to modify the terms of an FDD should new requirements be discovered after the FDD is approved. Requirements and pricing changes described in the Change Request supersede those described in the FDD.

2. Software Development Engagement

2.1 Scope of Engagement

This SOW covers the Services engagement to develop interface Software to meet the Project Objective requested by the Customer. This work includes creation and approval of a specification, development of Software, appropriate quality testing, and project management as necessary to facilitate creation of the Software.

2.2 Functional Definition

The first step in this engagement is to completely document the functional requirements for Software and completion criteria for this engagement before development work begins. Such requirements are described in the Functional Definition Document. Further development work on the project is contingent on the Customer’s signed acceptance of the Functional Definition Document. Creation of the Functional Definition Document is a billable activity under the terms of this SOW.

2.3 Changes in Scope

If new requirements are discovered or a change in scope is warranted after the FDD has been accepted and before Software has been delivered, ZOLL will document such changes along with any associated change in cost in a Change Request document. Customer’s signed acceptance of the Change Request is required to modify the terms of the original FDD.

2.4 Software Delivery

ZOLL will deliver the Software described in the FDD to the Customer when development is complete. Delivery will be made via electronic means, such as e-mail or FTP, or via physical media at ZOLL’s discretion.

2.5 Project Completion

Upon delivery of the Software described in the FDD, ZOLL will conduct acceptance testing with the Customer in order to demonstrate that the required functionality has been delivered and is functional.

Unless explicitly stated otherwise on the SOW, Customer agrees to schedule acceptance testing with ZOLL within five (5) business days of Software delivery to take place within ten (10) business days of Software delivery.

ZOLL and the Customer agree that once the conditions described in the acceptance test have been successfully demonstrated, the Software will be deemed accepted and the engagement will be complete.

If the Customer has not returned a signed copy of the ATD within five (5) business days of the completing the acceptance test, or if the Customer has not conducted the acceptance test within ten (10) business days of delivery, and no material variance from the Software requirements described in the FDD has been reported, the project will be deemed accepted and the engagement will be complete.

3. Service Fees

This SOW represents the only agreement regarding Service Fees for this engagement. In the course of developing the project, ZOLL may provide information regarding estimates of development time or cost for this or similar projects. Such information is not intended to represent or limit the cost of this project.

Reference to this project may be included in the MSLA. Duplication of pricing information between the MSLA and this SOW is not intended to represent distinct, billable projects.

Unless explicitly stated otherwise, Service Fees are calculated on a time and materials basis at the hourly rate indicated and based on actual hours worked by ZOLL personnel under this engagement. Service Fees for a time and materials engagement may be invoiced monthly, or upon completion or cancellation of the engagement. Service Fees for a fixed-price engagement are invoiced upon completion or cancellation of the engagement.

4. Maintenance Fees

Upon completion of this engagement, 20% of total Service Fees incurred under the engagement will be added to the Customer's annual Maintenance Fees in order to provide Maintenance Services for the Software created under this SOW, unless explicitly stated otherwise. Maintenance Services include only the work necessary to ensure that Software continues to work as specified in the FDD and does not include the addition of new functionality or features.

5. Cancellation

The Customer may cancel this engagement at any time by providing a written request to ZOLL. Upon receipt of such a request, ZOLL will stop work on the project and invoice the Customer for any hours worked prior to the cancellation request. If this engagement has a fixed price, the cost of hours billed may not exceed the fixed price shown in this SOW.

6. Payment Terms

Unless otherwise expressly provided in this SOW, payment terms shall be governed by the MSLA.

7. Expiration

This Statement of Work expires if not signed within 90 days of the effective date shown above.

8. Confidentiality Statement

This document, and the information contained herein, is considered Confidential Information under the terms of the MSLA.

[End of Document]

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO ZOLL DATA SYSTEMS
MASTER SOFTWARE LICENSE AGREEMENT**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Zoll Data Systems, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

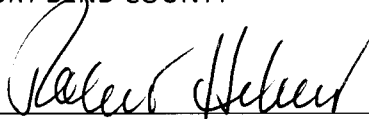
THAT, WHEREAS, the parties have entered into a Master Software License Agreement for software licensing, maintenance, and services, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
3. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
4. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.
5. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.

Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

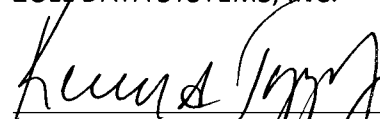
FORT BEND COUNTY



Robert E. Hebert, County Judge

9-25-2012

ZOLL DATA SYSTEMS, INC.



Authorized Agent- Signature

Kevin A. Tapply

Authorized Agent- Printed Name

Vice President - Sales

Title

9/10/12

Date

ATTEST:



Dianne Wilson, County Clerk

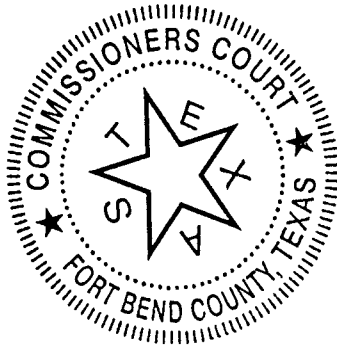


EXHIBIT A

MASTER SOFTWARE LICENSE AGREEMENT

THIS MASTER SOFTWARE LICENSE AGREEMENT ("MSLA") is made as of 09/05/2012 (the "Effective Date"), by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021 ("ZOLL") and the party identified below (the "Customer").

Bill To: Fort Bend County EMS
Attn. To: Robertson, Rick
Address: 4336 Hwy 36
 Rosenberg, TX 77471

Ship To: Fort Bend County EMS
Attn. To: Robertson, Rick
Address: 4336 Hwy 36
 Rosenberg, TX 77471

Sales Rep: Thor, Brent

Ship Via: None

Item	License	Description	Qty	List Price	Adj. Price	Ext. Price
Custom Solutions						

Comments: Please see SOW: CSG03195 - CAD to Tablet Interface

TOTAL SOFTWARE & IMPLEMENTATION (EXCL MAINT): \$0.00

Note: Taxes (if applicable) will be added at the appropriate rate upon invoicing.

MAINTENANCE FEES: \$0.00

Payment Terms: The TOTAL SOFTWARE & IMPLEMENTATION (EXCL MAINT) amount specified above in this Order Form are due within 30 days of ZOLL's invoice for such amounts.

Maintenance Fees: Maintenance fees specified in the SOW CSG03195 will be pro-rated up to the next maintenance billing cycle and included as a line item in the invoice issued for this SOW

Service Fees: Service Fees are specified in each SOW. Customer will also reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL in providing the Services.

Scope of License: Software is licensed based upon the License Type and quantity purchased, as more particularly set forth above and in Exhibit C.

Tax Exempt Status: 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.

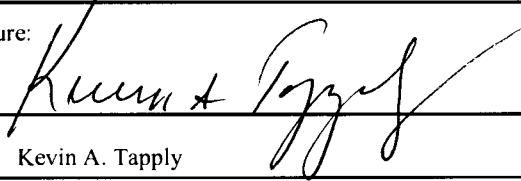
Expiration: Agreement expires if not signed by 10/31/2012

The person signing below represents and warrants that she or he has the authority to bind Customer to the terms of this MSLA. By signing below, the parties agree to the terms and conditions of this MSLA. Once signed, any reproduction of this MSLA, or any attachment or exhibit hereto, made by reliable means (for example, photocopy or facsimile) is considered an original and all Software, Services and Maintenance Services ordered and provided under this MSLA will be subject to it.

ZOLL Data Systems, Inc.

Fort Bend County EMS

Signature:



Signature:

Name: Kevin A. Tapply

Name:

Title: Vice President - Sales

Title:

Date:

9/10/12

Date:

MASTER SOFTWARE LICENSE AGREEMENT**Terms and Conditions**

ZOLL shall provide Software and perform Maintenance Services and Services from time to time pursuant to this MSLA and any SOW executed by both parties. Each SOW executed by the parties will include, and incorporate therein, the applicable terms and conditions of this MSLA. Except for the execution of SOWs for Services, any different or additional terms of a related purchase order, confirmation or similar form signed by the parties after the date hereof shall have no force or effect.

1. DEFINITIONS.

- 1.1 "Deployment Date"** means the date upon which the deployment of the Software is complete and the Software is able to function as described in the Documentation.
- 1.2 "Documentation"** means the user's manuals provided to Customer along with the Software.
- 1.3 "Executable Code"** means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.
- 1.4 "Fees"** means, collectively, the Software Fees, the Maintenance Fees and the Services Fees.
- 1.5 "Initial Order"** means the written, mutually executed document preceding these terms and conditions.
- 1.6 "Intellectual Property Rights"** means all existing and future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.
- 1.7 "License Type"** means the type of a Software license granted hereunder, as identified on the Initial Order and as described herein and in Exhibit C.
- 1.8 "Maintenance Fees"** means ZOLL's then-current standard, annual fees for the Maintenance Services.
- 1.9 "Maintenance Services"** means those maintenance and support services to be provided by ZOLL to Customer with respect to the Software pursuant to **Section 4** below.
- 1.10 "Order Form"** means a written document mutually agreed to and signed by the parties and made a part of this MSLA, setting forth such additional Software and/or user seats to be provided to Customer under the terms of this MSLA during the Term.
- 1.11 "Service Fees"** means the fees for the provision of Services set forth on the applicable SOW executed by the parties.
- 1.12 "Services"** means those installation, professional and other services and assistance to be provided by ZOLL or its subcontractors to Customer as described in this MSLA and any applicable SOW executed by the parties.
- 1.13 "Software"** means the computer software program or programs described in the Initial Order and any Order Form, as well as any modified, updated or enhanced versions of such programs that ZOLL may provide to Customer pursuant to the Services and/or Maintenance Services.
- 1.14 "Software Fees"** means ZOLL's then-current standard fees for the license of Software set forth in the Initial Order or any subsequent Order Form.
- 1.15 "Source Code"** means the human-readable version of a software program that can be compiled into Executable Code.
- 1.16 "SOW"** means the engagement plan for Services to be performed by ZOLL and must be agreed to and signed by both parties before becoming effective.

2. LICENSE GRANT, RESTRICTIONS AND OWNERSHIP.

- 2.1 Software License Grant.** Subject to the terms and conditions of this MSLA, ZOLL grants to Customer a perpetual (subject to **Section 11.2** or a time-sensitive description in the Line Item description itself, if applicable), non-exclusive, non-transferable license to: (a) install and use the Software in Executable Code form only in accordance with the License Type identified on the Initial Order or a subsequent Order Form, only for Licensee's internal business purposes, and subject to any limitations specified on the Initial Order; (b) make 1 copy of the Software solely for backup or archival purposes; and (c) copy and reproduce the Documentation provided to Licensee solely for the purposes of facilitating Licensee's use of the Software.
- 2.2 Restrictions On Use.** Except as expressly permitted by this MSLA, 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, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (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 except as expressly permitted under **Section 2.1**.
- 2.3 Proprietary Rights.** The Software and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of ZOLL and its suppliers. All rights in and to the Software not expressly granted to Customer in this MSLA are reserved by ZOLL and its suppliers.
- 2.4 Order Forms.** During the Term, Customer may add Software and/or other License Types under this MSLA by request to ZOLL. All such additional Software and License Types shall be set forth in an Order Form. No Order Form shall be valid unless it has been mutually agreed to and signed by authorized representatives of both ZOLL and Customer. Neither party shall have any obligation to enter into any Order Form under this MSLA. The terms of this MSLA shall govern any Order Form issued under this MSLA.

3. DELIVERY. ZOLL shall deliver the Software and Documentation FOB ZOLL's shipping point.

4. SERVICES. If Customer has executed a SOW for the performance of Services, then subject to payment by Customer of the Service Fees in accordance with any payment schedule agreed to by the parties, ZOLL will use commercially reasonable efforts to perform the Services in accordance with such SOW and the terms of **Exhibit B**. ZOLL shall only be liable for failure to meet time frames or completion dates if such failure is due solely to ZOLL's negligence, and its liability will be limited to the Service Fees paid for the deficient Services. If Customer fails to schedule installation within 6 months from the Effective Date, or postpones or cancels a scheduled installation with less than 30 days notice, ZOLL may charge, and Customer shall pay, an additional installation fee plus any additional costs incurred as a result. If either party proposes in writing a change to the scope or timing of the 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.

5. MAINTENANCE SERVICES. At its option, Customer may procure Maintenance Services from ZOLL on a quarterly basis. Subject to Customer's payment of all applicable Maintenance Fees, ZOLL shall provide Customer with those Maintenance Services described in **Exhibit A**. ZOLL will provide the Maintenance Services only for the most current release and the two immediately preceding major releases of the Software. ZOLL may elect to cease supporting a platform upon 6 months notice to Customer.

6. FEES AND PAYMENT.

6.1 Software Fees. Customer will pay to ZOLL the Software Fees set forth in the Initial Order and any Order Form in accordance with the terms and conditions specified on the order. Except as expressly provided in this MSLA, all Software Fees are non-refundable.

6.2 Maintenance Fees. If Customer elects to procure Maintenance Services from ZOLL, then 60 days following the Deployment Date, ZOLL will invoice Customer for 1 quarter of Maintenance Services to commence on the date of expiration of the Software Warranty Period (as defined in **Section 7** below). ZOLL will invoice Customer on a quarterly basis thereafter for all further Maintenance Fees unless Customer notifies ZOLL within 30 days of the end of the then-current Maintenance Services period. ZOLL will have no obligation to provide Maintenance Services to Customer if any invoice issued under this **Section 6.2** is past due. If Customer elects to discontinue Maintenance Services at any time, to reinstate Maintenance Services and receive the applicable updates and new releases, Customer must pay the Maintenance Fees for all time periods missed. All Maintenance Fees are non-refundable.

6.3 Service Fees and Expenses. Customer will pay all Service Fees to ZOLL in accordance with the payment schedule and terms set forth in the applicable SOW. Unless otherwise provided in the applicable SOW Customer will reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL in providing the Services.

MASTER SOFTWARE LICENSE AGREEMENT

6.4 Payment Terms. Unless otherwise expressly provided in this MSLA or an applicable SOW, Customer will pay ZOLL all amounts due under this MSLA within 30 days after the date of the invoice. All payments must be made in U.S. dollars, unless otherwise agreed by the parties. Any amounts not paid when due will accrue interest at the lesser of 1½% per month or the maximum rate permitted by applicable law from the due date until paid. Any amounts not paid when due may result in the forfeiture of any discounts offered on the Effective Date.

6.5 Taxes. 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. When applicable, ZOLL may include any taxes that it is required to collect as a separate line item on an invoice. Customer will be responsible for, and will indemnify and hold harmless ZOLL from, payment of all such 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 or license of the Software to Customer.

6.6 Audit Rights. Upon 30 days written notice, ZOLL will have the right, during normal business hours, to have an independent audit firm inspect Customer's records relating to Customer's use of the Software to ensure it is in compliance with the terms of this MSLA. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds 5%. 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 6.4 above. Such audits will be conducted no more than once in any period of 12 consecutive months.

6.7 Third Party Fees. 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 Software, including without limitation, clearinghouse fees.

7. WARRANTIES.

7.1 Performance. Subject to Customer's payment of the Software Fees, for a period of 90 days after the Deployment Date (the "Software Warranty Period"), ZOLL warrants that the 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. ZOLL does not warrant 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.

7.2 Services. ZOLL warrants that any 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 7.2, re-perform the Services which gave rise to the breach or, at ZOLL's option, refund the Services Fees paid by Customer for the Services which gave rise to the breach; provided that Customer notify ZOLL in writing of the breach within 30 days following performance of the defective Services, specifying the breach in reasonable detail.

7.3 Disclaimers. The express warranties in this Section 7 are in lieu of all other warranties, express, implied, or statutory, regarding the Software, Services and Maintenance Services, and ZOLL expressly disclaims all other warranties, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties provided herein and that no warranties are made herein by any of ZOLL's suppliers.

8. INFRINGEMENT CLAIMS. ZOLL will defend at its own expense any action against Customer brought by a third party alleging that the Software infringes any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against Customer 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 action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at ZOLL's request and expense, assisting in such defense. If the Software becomes, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its option and expense, either: (i) procure for Customer the right to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) accept return of the Software, terminate this MSLA, in whole or in part, as appropriate, and refund Customer the Software Fees paid for such Software upon such termination, computed according to a 36 month straight-line amortization schedule beginning on the Effective Date. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8 or otherwise with respect to any infringement claim based upon: (w) any use of the Software not in accordance with this MSLA; (x) any use of the Software in combination with products, equipment, software, or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software or data; (y) any use of any release of the Software other than the most current release made commercially available by ZOLL; or (z) any modification of the Software by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL's entire liability and the Customer's exclusive remedy for any claims of infringement.

9. LIMITATION OF LIABILITY. ZOLL's total cumulative liability in connection with any Software, Services or Maintenance Services provided under this MSLA or any SOW, whether in contract, tort or otherwise, will not exceed the amount of fees paid to ZOLL under this MSLA during the 12 month period preceding the events giving rise to such liability. In no event will ZOLL be liable for any consequential, indirect, exemplary, special, or incidental damages, including without limitation any lost data, lost profits and costs of procurement of substitute goods or services, arising from or relating to the MSLA or any SOW, however caused and under any theory of liability (including negligence), even if ZOLL has been advised of the possibility of such damages. Customer acknowledges that the Fees reflect the allocation of risk between the parties and that ZOLL would not enter into the MSLA or any SOW without these limitations on ZOLL's liability. In addition, ZOLL disclaims all liability of any kind of its suppliers.

10. CONFIDENTIALITY.

10.1 Confidential Information. Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Software, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered ZOLL's Confidential Information. The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by the MSLA, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of the MSLA and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.2 Exceptions. The Recipient's obligations under Section 10.1 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to 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 Recipient to enforce its rights under the MSLA or an SOW in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

10.3 Authority to Disclose Confidential Information. Prior to making any disclosure to ZOLL of private patient information, Customer represents that it has obtained, in accordance with federal, state and local laws relating to the privacy of patient health information, including but not limited to the Health Insurance and Portability and Accountability Act of 1996 and regulations, and guidelines related thereto, a properly executed, written authorization from each of its patient or the patient's authorized representative documenting the patient's express written consent to enable the disclosure by Customer to ZOLL of protected health information.

11. TERM AND TERMINATION.

11.1 Term. The term of this MSLA will begin on the Effective Date and will continue until terminated by either party as provided in Section 11.2 (the "Term"). The term for

MASTER SOFTWARE LICENSE AGREEMENT

each SOW will be set forth in the applicable SOW unless terminated pursuant to **Section 11.2**.

11.2 Termination. Either party may terminate this MSLA and all SOWs or terminate a particular SOW, as applicable, if the other party breaches any material provision of the MSLA or an SOW and does not cure such breach within 30 days after receiving written notice thereof.

11.3 Effects of Termination. Upon termination or expiration of the MSLA for any reason: (a) any amounts owed to ZOLL under this MSLA and all Statements of Work before such termination or expiration will be immediately due and payable; (b) all licensed rights granted in this MSLA will immediately cease to exist; (c) Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer's computers and the computers of its customers, and return to ZOLL or destroy all copies of the Software and Documentation on tangible media in Customer's possession; and (d) each party shall promptly discontinue all use of the other party's Confidential Information, 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. If ZOLL terminates an SOW for cause, such termination will have no effect upon any other SOWs that may be in effect unless ZOLL terminates the MSLA for cause.

11.4 Survival. Sections 1, 2.2, 6.4, 6.5, 6.6, 7.3, 8, 9, 10, 11.3, 11.4 and 12, together with any accrued payment obligations, will survive expiration or termination of the MSLA for any reason.

12. GENERAL.

12.1 Compliance with Laws. Customer will comply with all applicable export and import control laws and regulations in its use of the Software. Customer will defend, indemnify, and hold harmless ZOLL from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

12.2 Assignments. Customer may not assign or transfer, by operation of law or otherwise, (including any connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under the MSLA or any SOW (including its licenses with respect to the Software) 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 MSLA or any SOW to any successor to its business or assets to which this MSLA relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

12.3 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

12.4 U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (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).

12.5 Notices. All notices, consents, and approvals under the MSLA and SOWs must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth on the cover page of this MSLA, and will be effective upon receipt or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party in writing.

12.6 Governing Law and Venue. This MSLA and all SOWs will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its choice of laws rules. Any action or proceeding arising from or relating to this MSLA or any SOW 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.

12.7 Waivers; Severability. All waivers must be in writing. Any waiver or failure to enforce any provision of this MSLA or an SOW on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this MSLA or an SOW is 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 will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that **Section 9** will remain in effect notwithstanding the unenforceability of any provision in **Section 7**.

12.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

12.9 Entire MSLA. This MSLA, together with all exhibits hereto, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This MSLA shall not be modified except by a subsequently dated written amendment signed on behalf of ZOLL and Customer by their duly authorized representatives.

MASTER SOFTWARE LICENSE AGREEMENT

Exhibit A - MAINTENANCE SERVICES

1. Definitions. Capitalized terms used but not defined in the MSLA shall have the meanings set forth in this **Section 1**:

1.1 "Designated Interface" shall mean the contact person or group designated by Customer and agreed to by ZOLL who will coordinate all Maintenance Services requests by Customer.

1.2 "Error" shall mean a reproducible defect in the Supported Program when operated on a Supported Environment, which causes the Supported Program not to operate substantially in accordance with the Documentation.

1.3 "Resolution" shall mean a modification or workaround to the Supported Program and/or Documentation and/or other information provided by ZOLL to Customer intended to resolve an Error.

1.4 "Emergency Support Hours" shall mean 24 hours a day, 7 days a week.

1.5 "Business Hours" shall mean 6 a.m. to 6 p.m., Monday to Friday (Mountain Time).

1.6 "Supported Environment" shall mean any hardware and operating system platform which ZOLL supports for use with the Supported Program.

1.7 "Supported Program" shall mean the current version of the Software, for which Customer has paid the then-current Maintenance Fees.

1.8 "Update" means a subsequent release of the Software which ZOLL generally makes available for Software licensees at no additional license fee other than shipping and handling charges, provided Customer has paid the Maintenance Fees for such licenses for the relevant time period. Update shall not include any release, option or future product which ZOLL licenses separately.

2. Maintenance Services Provided.**2.1 Telephone Support.**

(a) **Emergency Support.** ZOLL will provide telephone support to the Designated Interface during the Emergency Support Hours to address Errors that prevent Customer from using the RescueNet Dispatch program for a purpose for which the user has an immediate need (e.g., all users unable to login to the system constitutes an emergency versus a single user's inability to login, which does not constitute an emergency because there is an acceptable workaround available, logging in under a different account).

(b) **Technical Support.** ZOLL will provide telephone support to the Designated Interface during the Business Hours to address all other Errors relating to software. Such telephone support will include the following:

- (i) Clarification of functions and features of the Supported Program;
- (ii) Clarification of the Documentation;
- (iii) Guidance in operation of the Supported Program;
- (iv) Assistance in identifying and verifying the causes of suspected Errors in the Supported Program; and
- (v) Advice on bypassing identified Errors in the Supported Program, if reasonably possible.

ZOLL shall use commercially reasonable efforts to provide a Resolution to the Supported Program. ZOLL will acknowledge each Customer report of an Error by written acknowledgment, in electronic form, setting forth a Service Request number (SR#) for use by Customer and ZOLL in all correspondence relating to such Error to track the Error until it is resolved.

2.2 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 Program, 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 other expenses. If Customer so requires, ZOLL shall submit written evidence of each expenditure to Customer prior to receiving reimbursement of such costs and expenses.

2.3 Exceptions. ZOLL shall have no responsibility under this MSLA to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Supported Program (in whole or in part), (b) use of the Supported Program 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 Program with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use. 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.

3. Updates. ZOLL will provide Updates for the Supported Programs as and when developed for general release in ZOLL's sole discretion. Each Update will consist of a set of programs and files made available on machine-readable media and will be accompanied by Documentation adequate to inform Customer of the problems resolved and any significant operational differences resulting from installing the Update. Unless otherwise agreed by the parties, Customer will be solely responsible for the installation of any Updates in accordance with the Documentation and the installation instructions provided by ZOLL to Customer. If Customer requests the ZOLL install updates, such Services shall be subject to an SOW executed by the parties.

4. Customer Responsibilities.

4.1 Designated Interface. Only individuals who have been trained with respect to the Supported Programs shall serve as the Designated Interface with ZOLL for the Maintenance Services provided hereunder.

4.2 Access to Personnel and Equipment. Customer shall provide ZOLL with access to Customer's personnel and its equipment during Support Hours. This access must include the ability to remotely access the equipment on which the Supported Programs 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 SOFTWARE LICENSE AGREEMENT

Exhibit B - SERVICES

1. **DEFINITIONS.** Capitalized terms used in this *Exhibit B* but not defined in the MSLA shall have the meanings set forth herein.

2. **SERVICES.**

2.1 **ZOLL Obligations.** ZOLL agrees to provide the Services as more specifically described in, and in accordance with, any SOW executed under the MSLA.

2.2 **Customer's Obligations.**

(a) **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 Services.

(b) **Maintenance of Access Conditions.** Customer is responsible for maintaining the conditions of access specified in clause 2.2(a) above and the 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.

(c) **Other Obligations.** 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 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 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 that is due to negligence of ZOLL.

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 or timing of the 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.

3.3 **Notification.** Where in ZOLL's reasonable opinion there is likely to be a delay in the provision of 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 details of 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. **THIS SECTION INTENTIONALLY LEFT BLANK**

5. **OWNERSHIP AND LICENSE.**

5.1 **Ownership.** ZOLL shall retain all right, title and interest in and to: (a)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 Services; (b)all enhancements, modifications, improvements and derivative works of the Software and of each and any of the foregoing; and (c)all Intellectual Property Rights related to each and any of the foregoing (collectively, the "ZOLL Property").

5.2 **License.** Provided that Customer is not in breach of any material term of the MSLA 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 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 MSLA remain in effect.

MASTER SOFTWARE LICENSE AGREEMENT

Exhibit C
DESCRIPTION OF LICENSE TYPES

The license to install and use the Software shall be in accordance with the following license options. The Software may contain a software license management tool (a "License Manager") that regulates Customer's use of the Software. If so, all of the licensed activity described below must be subject to the control of the License Manager, and 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.

'PL' - Principal License. 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") as part of the Customer's RescueNet System. Employees may not distribute the Software to persons and/or entities who are not Employees.

'NL' - Node License. Node License grants Customer the right to install the Software on an unlimited number of compatible personal computers/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 will not be able to have another license assigned to it for a defined period of time. When a Node drops a license because no contact has been made, that license becomes available to be assigned to a different Node by the local system administrator. 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 number of licenses purchased.

'CUL' - Concurrent User License. Concurrent User License grants Customer 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.