

# 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

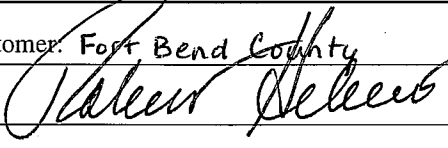
Accepted: Physio-Control, Inc.

By: 

Title: Associate Contract Analyst

Date: 10/30/2013

Customer: Fort Bend County

By: 

Print: Robert E. Hebert

Title: County Judge

Date: November 5, 2013

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: 10/30/2013

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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.**  
**DATA MANAGEMENT SUPPORT AND UPGRADE SERVICE TERMS AND CONDITIONS**

**SUPPORT SERVICES**

"Support Services" means the following rights and obligations: material Program Errors. Physio-Control will use reasonable commercial efforts to promptly remedy by repair or replacement any error in the operation of the Covered Software which Customer identifies to Physio-Control ("Program Errors"). Correction of Program Errors may require that the Customer install Revisions which Physio-Control will provide as part of these Support Services.

**REVISIONS**

Physio-Control may develop improvements to the Covered Software or any of its features ("Revisions"). Revisions will generally be intended to include fixes to discovered problems and minor enhancements to current function. At Physio-Control's discretion Revisions may contain new product features or functionality. Physio-Control will provide Customer with any Revision that it makes generally available during the term of this Agreement. Installation of Revisions may require that Customer install revised or upgraded versions of the operating system on which the Covered Software operates. Nothing in this Agreement prohibits Physio-Control from developing new or successor software products that contain some or all of the code, features and/or functions of the Covered Software. Such new or successor software products are not considered to be Revisions and Physio-Control may market them at such prices as it determines.

**TELEPHONE SUPPORT LINE**

Physio-Control will provide a toll free telephone number for reporting any Program Errors or problems with the operation or use of the Covered Software. Such telephone number will be staffed at a reasonable level as determined by Physio-Control during the period 6:00 A.M. to 4:00 P.M., Pacific time, except for weekends and holidays.

**COVERED SOFTWARE**

"Covered Software" means the software listed on Schedule A. Support Services are for the exclusive benefit of the Covered Software. Customer shall not use nor permit the use of the Support Services for the benefit of other software, including any additional copies of the Covered Software which may be in the possession or control of Customer.

**TERM**

Support Services begin at the later of (a) 90 days following shipment of the Covered Software to Customer or (b) the mutual execution of this Agreement. The term shall be for one year. During any renewal term the fee for Support Services will be 15% of the then current list price for the Covered Software. Physio-Control may charge a reinstatement fee before providing Support Services for software that has not been continuously covered by a Data Management Support and Upgrade Service Agreement. Either party may terminate this agreement for its convenience upon sixty (60) days written notice.

**CUSTOMER REMEDIES**

If Physio-Control is unable to correct any Program Error after making reasonable efforts, then Customer's sole remedies are to elect to:

- a. Terminate this Agreement by removing the then installed version of the Covered Software from Customer's computer system and continue to use a prior version of the Covered Software. In that case Physio-Control will refund the Support Fee for the year in which the cancellation is effective; or
- b. Terminate this Agreement and the license for the Covered Software by removing the Covered Software from Customer's computer system and returning it with all its documentation to Physio-Control. In such case Physio-Control will refund the Support Fee for the year in which the cancellation is effective and will refund the undepreciated portion of the License Fee paid for the Covered Software. The refund shall be based upon a three (3) year straight line depreciation from the date on which the Covered Software was installed to the date on which it was returned to Physio-Control.

**CUSTOMER'S RESPONSIBILITIES**

Customer shall promptly:

- a. Notify Physio-Control in writing of any claimed Program Errors in the Covered Software; and
- b. Cooperate with Physio-Control, including
  - (1) fully responding to Physio-Control's requests for information on the claimed Program Error,
  - (2) installing such Revisions as Physio-Control determines are necessary to fix any Program Error,
  - (3) permitting access to the Covered Software as installed on Customer's computer at no charge,
  - (4) obtaining reasonable and adequate training for all people who use the Covered Software on behalf of Customer, and
  - (5) designating a principal contact for the resolution of any claimed Program Error.

**MODIFICATIONS TO COVERED SOFTWARE**

Physio-Control is not obligated to provide Support Services for any problem with the Covered Software that is caused by any modification to the Covered Software except for those modifications which have been provided by Physio-Control. Physio-Control has no obligation to maintain any compatibility between any Revisions and any modifications that have been made at Customer's request to the Covered Software by Customer, Physio-Control or any third party.

**LIMITED WARRANTY**

Physio-Control warrants that the services supplied under this Agreement shall be performed in a professional and workmanlike manner, consistent with the standards of the industry.

**NO OTHER WARRANTIES**

THE LIMITED WARRANTY EXPRESSED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION ON DAMAGES**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PHYSIO-CONTROL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES OR PROFITS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF PHYSIO-CONTROL HAS BEEN ADVISED OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

**MAXIMUM LIABILITY**

Physio-Control's maximum liability for any damages arising out of this Agreement or the use of the Covered Software shall be limited to the fees paid by Customer under this Agreement during the year in which such damages occurred regardless of the theory of liability.

**ADDITIONAL FEATURES**

During the term of this Agreement Physio-Control will grant Customer a 25% discount from list price toward the purchase of any additional features which Customer adds to Covered Software. In that case, the annual Support Fee will be increased by 15% of the list price of the additional feature(s) effective 90 days following delivery of the additional feature(s).

**OBSOLESCENCE**

Physio-Control will not terminate offering support for any version of the Covered Software or any of its features which are covered by this Agreement without notifying Customer at least 1 year in advance.

.....  
.....END.....

**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

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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.