

THIRD ADDENDUM TO SOFTWARE MAINTENANCE AGREEMENT

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

WHEREAS, the parties have previously executed the "Second Addendum To Software Maintenance Agreement" with an effective date of December 30, 2015; "Addendum To Software Maintenance Agreement," with an effective date of October 27, 2015; and "Software Maintenance Agreement," with an effective date of October 6, 2015 to provide maintenance services to County for specified software which also incorporates a "Master Software License Agreement" entered into between the parties as of October 7, 2002 (collectively referred to as the "Agreement" and attached hereto and incorporated by reference as "Exhibit A");

WHEREAS, County desires to purchase maintenance services from Zoll as indicated in Exhibit B;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree to the terms described in Exhibit B. All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Third Addendum and the Agreement, the provisions of this Third Addendum shall prevail with regard to the conflict.

FORT BEND COUNTY

Robert Hebert

Robert Hebert, County Judge

February 7, 2017

Date

ZOLL DATA SYSTEMS, INC.

Sandy King

Authorized Agent - Signature

Sandy King

Authorized Agent- Printed Name

Accounting Operations Manager

Title

1/19/17

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

33,595.00 *REL 2/16/17*

I hereby certify that funds in the amount of \$ ~~20,400.00~~ *20,400.00* are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A

#1341560-124689

STATE OF TEXAS §
COUNTY OF FORT BEND §

**SECOND ADDENDUM TO SOFTWARE MAINTENANCE AGREEMENT
ZOLL DATA SYSTEMS FY 2016**

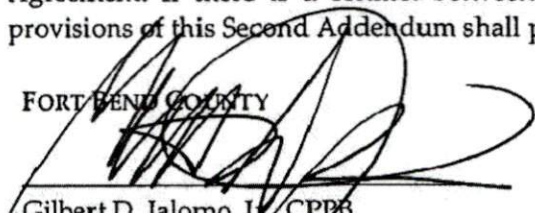
THIS SECOND ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Zoll Data Systems, Inc., (hereinafter "ZOLL"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have previously executed and entered into an "Addendum To Software Maintenance Agreement," with an effective date of October 27, 2015 and "Software Maintenance Agreement," with an effective date of October 6, 2015 to provide maintenance services to County for specified software which also incorporates a "Master Software License Agreement" entered into between the parties as of October 7, 2002 (collectively referred to as the "Agreement" and attached hereto and incorporated by reference as "Attachment A");

WHEREAS, County desires to purchase 2 additional subscription licenses, which are valid for a period of six (6) months from the effective date of this Second Addendum, as described in the Order Form Addendum ("Attachment B").

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree to the terms described in Attachment B. All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Second Addendum and the Agreement, the provisions of this Second Addendum shall prevail with regard to the conflict.

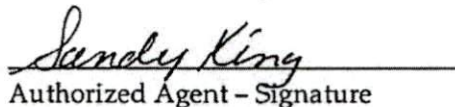
FORT BEND COUNTY



Gilbert D. Jalomo, Jr., CPPB
Purchasing Agent

12.30.15
Date

ZOLL DATA SYSTEMS, INC.


Authorized Agent - Signature

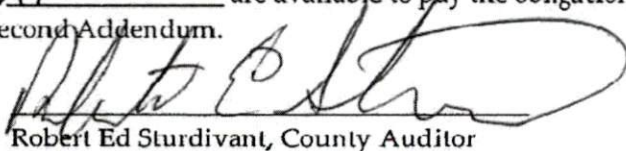
Sandy King
Authorized Agent- Printed Name

Accounting Operations Manager
Title

12/29/15
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 6100.00 are available to pay the obligation of Fort Bend County within the foregoing Second Addendum.


Robert Ed Sturdivant, County Auditor

Attachment A

132097

STATE OF TEXAS

COUNTY OF FORT BEND

**ADDENDUM TO
SOFTWARE MAINTENANCE AGREEMENT
ZOLL DATA SYSTEMS FY 2016**

THIS ADDENDUM is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter called "County," and ZOLL DATA SYSTEMS, authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have entered into a "Software Maintenance Agreement," with an effective date of October 6, 2015 to provide maintenance services to County for specified software which also incorporates a "Master Software License Agreement" entered into between the parties as of October 7, 2002 (collectively 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 as if fully set forth verbatim herein:

1. **Term.** This Agreement is effective October 6, 2015 and shall expire October 30, 2016. This Agreement shall not automatically renew.
2. **Payment.** Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$33,470.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. Payment shall be made by County within thirty (30) days of receipt of invoice.
3. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **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.
5. **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

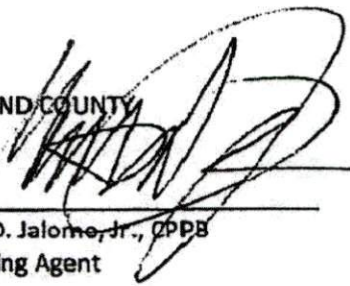
confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

6. **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.
7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
8. **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. County does not agree to any limitations on the right to bring a claim other than limits that exist by law.
9. **Amendments.** The parties may not waive or amend any term or condition of this Agreement, except by a written agreement executed by both parties.
10. **Software Assurance.** Contractor represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Software") furnished by Contractor to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Contractor will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of the Contractor's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the Contractor's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
11. **Conflict.** In the event of a conflict, the contents of this Addendum shall prevail over the contents of Exhibit A with regard to the conflict.

Remainder left blank

Execution page follows

FORT BEND COUNTY


Gilbert D. Jalome, Jr., PPPB
Purchasing Agent

10-27-15
Date

ZOLL DATA SYSTEMS

Sandy King
Authorized Agent- Signature

Sandy King
Authorized Agent- Printed Name

Accounting Operations Manager
Title

10/23/15
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 33,170.00⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

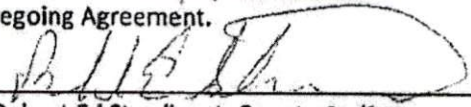

Robert Ed Sturdivant, County Auditor

Exhibit A: Software Maintenance Agreement," with an effective date of October 6, 2015 and "Master Software License Agreement" entered into between the parties as of October 7, 2002

STATE OF TEXAS

COUNTY OF FORT BEND

**ADDENDUM TO
SOFTWARE MAINTENANCE AGREEMENT
ZOLL DATA SYSTEMS**

THIS ADDENDUM is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter called "County," and **ZOLL DATA SYSTEMS**, authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have entered into a "Software Maintenance Agreement," with an effective date of August 11, 2014 to provide maintenance services to County for specified software, as attached hereto as Exhibit A and incorporated by reference; and

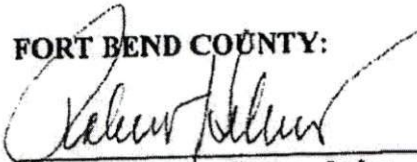
THAT, WHEREAS, the "Software Maintenance Agreement" with an effective date of August 11, 2014 incorporated a prior agreement between the parties as specified and contained in Exhibit B which is hereby incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the "Software Maintenance Agreement," incorporated by reference in the same as if fully set forth verbatim herein:

1. Zoll Data systems shall render maintenance services to County for the software identified in, and in accordance with, the attached Exhibit A.
2. The "Software Maintenance Agreement," which includes this Addendum, is effective upon signature of both parties and terminates on September 30, 2015. This Agreement shall not automatically renew.
3. Fort Bend County will pay Zoll Data Systems a total inclusive sum not-to-exceed Thirty Three Thousand, Four-Hundred and Seventy Dollars and 04/100 (\$33,470.04) as more specifically detailed in Exhibit A to this Addendum.
4. The funding provision of the Agreement is contained in paragraph 3 of this Addendum; therefore, all references in any other Agreement of any kind to any remedial payments or any additional charges, including but not limited to all references wherever found to transportation, cables, site-specific installation materials, installation charges, additional labor and rigging, service charges, and travel charges are hereby deleted.
5. Zoll Data Systems shall invoice County for services performed and County will pay Zoll Data Systems within thirty (30) days of receipt of approved invoices.
6. Zoll Data Systems shall perform no custom work without prior written authorization from Fort Bend County.
7. The Parties affirm and agree that this Agreement may be modified by a subsequently dated written amendment signed by the authorized representative of each party. Any statement that a document signed by both parties is not applicable to this Agreement is hereby deleted.
8. Fort Bend County, Texas, 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.

9. Pursuant to § 2251.021, Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to § 2251.025, Texas Government Code, an overdue payment bears interest set by that law. Therefore, all provisions to the contrary are hereby deleted.
10. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Any provision to the contrary is hereby deleted.
11. The parties agree that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an Agreement whereby Fort Bend County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
12. Zoll Data Systems warrants to Fort Bend County that the equipment installed at the premises will be maintained in accordance with the professional standards and in accordance with industry standards.
13. Zoll Data System's warranties provided in this Addendum are in addition to and not in lieu of any other warranties provided in the Agreement. All warranties provided for in this shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
14. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code '552.001 et seq., as amended (the "Public Information Act"), that provision is of no force and effect. Furthermore, it is expressly understood and agreed that Fort Bend County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Fort Bend County whether or not the same are available to the public. It is further understood that Fort Bend County, its officers, and employees retains the right to rely on the advice, decisions and opinions of the Attorney General, and that Fort Bend County, its officers and employees has no liability or obligations to Zoll Data Systems for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Fort Bend County by Zoll Data Systems in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.
15. All terms and conditions not modified herein shall remain in full force and effect and for the term of this Agreement. If there is a conflict between this Addendum and any other previously executed Agreement, the provisions of this Addendum shall prevail.

FORT BEND COUNTY:


Robert E. Hebert, County Judge

Date: 10-28-2014

ATTEST:


Dianne Wilson, County Clerk



ZOLL DATA SYSTEMS

By: Sandy King
Authorized Agent - Signature

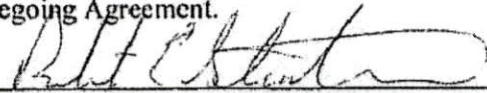
Sandy King
Authorized Agent - Printed Name

Title: Accounting Operations Manager

Date: 10/8/14

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 33,470.04 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

Exhibits attached:

Exhibit A

'Software Maintenance Agreement,' with an effective date of August 11, 2014

Exhibit B:

General Terms and Conditions" from "Software License Agreement" (MLSA) with an order date of October 7, 2002

I/MTR/Agreements/Addenda/Zoll 6.13.2012

Exhibit A

**‘Software Maintenance Agreement,’
with an effective date of August 11, 2014**

SOFTWARE MAINTENANCE AGREEMENT

This SOFTWARE MAINTENANCE AGREEMENT ("Maintenance Agreement") is entered into between ZOLL DATA SYSTEMS, INC. ("ZDS") and the entity listed below ("Customer") as of the Effective Date set forth below. Any capitalized terms in this Maintenance Agreement will have the meanings given to them in this Maintenance Agreement and in the Master Software License Agreement entered into between ZDS and Customer as of ___October 7, 2002___ ("MSLA").

Sales Order #:	N/A
Effective Date:	August 11, 2014
Customer:	Fort Bend County

Customer desires to receive Maintenance Services under this Maintenance Agreement for the following Software licensed by Customer under the MSLA (each, a "Supported Program"):

PRODUCT	QUANTITY	UNIT LIST PRICE AT TIME OF PRODUCT PURCHASE	MAINTENANCE UNIT PRICE	MAINTENANCE EXTENDED PRICE
TabletPCR Network Licenses	6	\$3,000.00	\$800.00	\$3,600.00
TabletPCR Mobile Licenses	20	\$3,000.00	\$500.00	\$12,000.00
Fax Server	1	\$3,500.00	\$700.00	\$700.00
Modtronic LifeNet SDK	1	\$4,500.00	\$900.00	\$900.00
Billing Users	7	\$7,800.00	\$1,560.00	\$10,920.00
Professional Reports Package	1	\$6,250.00	\$1,250.00	\$1,250.00
Security Module	1	\$4,500.00	\$900.00	\$900.00
Custom Interface	1	\$16,000.00	\$3,200.00	\$3,200.00
			TOTAL:	\$33,470.00

This Maintenance Agreement consists of, and all references to this "Maintenance Agreement" will include, this page and the attached Terms and Conditions, each of which is incorporated into and made a part of this Maintenance Agreement. This Maintenance Agreement will apply and supersede the terms of the MSLA with respect to all Maintenance Services provided under the MSLA. This Maintenance Agreement and portions of the MSLA referenced herein constitute the entire agreement between the parties regarding the subject hereof and together supersede all prior agreements, understandings, and communication, whether written or oral. This Maintenance Agreement will not be modified except by a subsequently dated written amendment signed by authorized representatives of each party. Under no circumstances will the preprinted terms of any purchase order, confirmation or other document (whether or not signed by the parties) apply to this Maintenance Agreement.

All notices, consents and approvals under this Maintenance Agreement must be delivered in writing by courier, facsimile (fax), or certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth on this page, 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.

This Maintenance Agreement may be executed in counterparts (including by facsimile), each of which will be deemed to be an original and such counterparts together will constitute one and the same agreement.

By signing below Customer accepts and agrees to be legally bound by the terms of this Maintenance Agreement as of the Effective Date.

FOR ZDS: ZOLL Data Systems, Inc.
Signature: <u>Debbie Mihaltan</u>
Name: <u>Debbie Mihaltan</u>
Title: <u>Contract Administration Manager</u>
Date: <u>8/12/14</u>

FOR CUSTOMER: Fort Bend County
Signature: _____
Name: _____
Title: _____
Date: _____

TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms used in this Maintenance Agreement will have the meanings set forth in this Section 1. Capitalized terms not defined in this Section 1 will have the meanings set forth in the MSLA. All other capitalized terms will be as defined in this Maintenance Agreement.

1.1. "Critical Error" means any Error that prevents Customer from accessing and using the Supported Program for a purpose for which the Customer has a then-immediate need and for which there is no reasonable workaround. By way of example, a Critical Error would include a situation in which all users are unable to login to the RescueNet Dispatch system, but not a situation in which only certain users are unable to login to the RescueNet Dispatch system and there is an acceptable workaround available by logging in under an unaffected user account.

1.2. "Designated Interface" means the contact person or group designated by Customer and agreed to by ZDS who will coordinate all Maintenance Services requested by Customer.

1.3. "Error" means 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.

1.4. "Major Update" means any Update designated by a change in the numeral in the version number of the Software immediately to the right of the decimal point (e.g., 4.0, 4.1, 4.2) or immediately to the left of the decimal point (e.g., 4.0, 5.0, 6.0).

1.5. "Resolution" means a modification, correction, release or workaround to a Supported Program (or the Documentation for a Supported Program), or other information provided by ZDS to Customer intended to resolve an Error.

1.6. "Emergency Hours" means 24 hours a day, 7 days a week.

1.7. "Business Hours" means 6 am to 6 pm (Mountain Time), Monday through Friday, excluding ZDS holidays.

1.8. "Supported Environment" means a hardware, software and telecommunications operating environment designated by ZDS for use with the Supported Program.

1.9. "Telephone Support" means the following, provided by ZDS via a telephone number designated by ZDS for Maintenance Services: (a) clarification of functions and features of the Supported Program; (b) clarification of the Documentation for the Supported Program; (c) guidance in operation of the Supported Program; (d) assistance in identifying and verifying the causes of suspected Errors in the Supported Program; and (e) advice (if reasonably possible) on bypassing identified Errors in the Supported Program.

1.10. "Update" means a subsequent release of the Software which ZDS makes generally available at no additional fee to customers that have purchased Maintenance Services for the Software. An Update does not include any release, upgrade, option future, functionality or product which ZDS provides at an additional fee or separately from the Software.

2. **MAINTENANCE SERVICES.** The Maintenance Services provided under this Maintenance Agreement will include the following:

2.1. **Updates.** From time to time, ZDS may make Updates available to Customer for purposes of providing patches, bug fixes, new functionality or addressing other issues regarding the Software. Customer agrees to promptly install all Updates received from ZDS. 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 ZDS. If ZDS agrees to install any Updates on behalf of Customer, ZDS will invoice Customer, and Customer will pay ZDS, for all such work performed at ZDS's then-current professional services rates.

2.2. **Technical Support.** ...

(a) **Critical Errors.** Subject to the terms of this Maintenance Agreement, ZDS will provide Telephone Support to the Designated Interface during Emergency Hours to address all Critical Errors reported to ZDS by the Designated Interface and use commercially reasonable efforts to provide a Resolution to all such Critical Errors through Telephone Support.

(b) **Other Errors.** Subject to the terms of this Maintenance Agreement, ZDS will provide Telephone Support to the Designated Interface during Business Hours to address all other Errors relating to the Supported Program reported to ZDS by the Designated Interface and use commercially reasonable efforts to provide a Resolution to all such other Errors through Telephone Support.

(c) **Tracking.** Customer will use the service request number provided by ZDS in connection with each Error in all correspondence and communications with ZDS relating to that Error.

3. **CUSTOMER RESPONSIBILITIES.**

3.1. **Designated Interface.** Customer will name a Designated Interface for all Maintenance Services. Only customer employees who have been suitably trained with respect to the Supported Programs may serve as the Designated Interface for Maintenance Services. ZDS may, in its sole discretion, require that the Designated Interface be changed if ZDS believes the Designated Interface does not have suitable skill and experience with respect to the Supported Programs. In such event, Company will promptly designate a suitable replacement Designated Interface.

3.2. **Access and Assistance.** Customer will provide ZDS with reasonable assistance in resolving any Error, including providing ZDS with sufficient access to and information regarding Customer's hardware, software or telecommunications environment to enable ZDS to diagnose and duplicate the Error and (as applicable) to provide a Resolution to the Error and verify that the Error has been resolved. Customer will maintain at its own expense all appropriate equipment and software necessary to provide ZDS with remote access to Customer's computer systems allowing ZDS the same level of access to all applicable computer systems as Customer's employees having the highest level of privilege or clearance (and in all cases in accordance with any ZDS remote access specifications).

3.3. **Additional Requests.** Customer will comply with all additional reasonable requests of ZDS in connection with the provision of the Maintenance Services, including taking all steps necessary to implement Resolutions and other procedures provided by ZDS within a reasonable time after receiving such Resolutions and procedures from ZDS.

4. **EXCEPTIONS.** ZDS will have no obligation to provide any Maintenance Services under this Maintenance Agreement if: (a) Customer is in breach of this Maintenance Agreement or the MSLA; (b) the MSLA is terminated or expires; (c) the Software is not installed on or operated in a Supported Environment; (d) the software, hardware or equipment comprising the Supported Environment is not operated in accordance with the applicable manufacturer's documentation or specifications; or (e) the Software is not being operated in accordance with ZDS's applicable Documentation or specifications. In addition, ZDS will have no obligation for any error that: (i) cannot be reasonably remedied due to the operational characteristics of Customer's hardware, software or telecommunications environment; (ii) is due to any third party products,

hardware equipment, software, or data or the use or combination of the Software with any third party products, hardware, equipment, software, or data (including, as applicable, the Supported Environment); (iii) is due to any Software other than the Supported Programs; (iv) is due to any modifications to the Software not provided by ZDS; (v) is caused by Customer's negligence, accident, abuse, neglect, misapplication or misuse of the Software; or (vi) otherwise results from causes other than ordinary use of the Software. ZDS will have no liability for any changes required by Customer's hardware, software or telecommunications environment which may be necessary to use any Software due to the implementation of a Resolution. ZDS will be required to provide the Maintenance Services only for the most current release and the two immediately preceding Major Updates of a Supported Program. ZDS may modify the Supported Environment at any time upon 8 months notice to Customer. If Customer requests and ZDS agrees to remedy any errors or problems not covered by the terms of this Maintenance Agreement, ZDS will invoice Customer, and Customer will pay ZDS, for all such work performed at ZDS's then-current professional services rates.

5. SOFTWARE LICENSE. All Updates, Resolutions and any other software, data, information or materials provided under this Maintenance Agreement and all worldwide Intellectual Property Rights therein and related thereto: (1) are and will remain the exclusive property of ZDS and its suppliers; and (2) are licensed to Customer by ZDS for use as "Software" in accordance with the MSLA. All rights in and to such Updates, Resolutions and other software, data, information or materials not expressly granted to Customer in this Maintenance Agreement are reserved by ZDS and its suppliers.

6. TERM AND TERMINATION.

6.1. Term. The term of this Maintenance Agreement will begin on the Effective Date and will automatically renew annually, unless earlier terminated in accordance with Section 6.2.

6.2. Termination. Either party may terminate this Maintenance Agreement if the other party materially breaches any provision of this Maintenance Agreement and does not cure such breach within 30 days after receiving notice thereof. In addition, (a) Customer may terminate this Maintenance Agreement by providing notice to ZDS at least 30 days prior notice; (b) ZDS may terminate this Maintenance Agreement effective upon notice to Customer if ZDS ceases to make any of the Maintenance Services offered under this Maintenance Agreement generally available to its other customers; or (c) ZDS may terminate this Maintenance Agreement for convenience at any time upon 30 days notice to Customer.

6.3. Reinstatement. If this Maintenance Agreement is terminated for any reason and Customer later elects to reinstate Maintenance Services for the Supported Programs, provided that ZDS still makes such Maintenance Services generally available to its other customers at the time of such election and upon agreement by ZDS, ZDS will reinstate Maintenance Services for the Supported Programs under this Maintenance Agreement upon payment by Customer of the applicable Maintenance Fees which would have accrued during all such periods in which Maintenance Services for the Supported Programs were not maintained by Customer.

6.4. Effect of Termination. Upon any termination of this Maintenance Agreement: (a) ZDS may immediately cease performing all Maintenance Services provided under this Maintenance Agreement; (b) Customer will pay to ZDS any Maintenance Fees or other Fees owed to ZDS under this Maintenance Agreement; (c) Customer will promptly return to ZDS, or at the request of ZDS destroy, all property and equipment of ZDS (including any Confidential Information) in its possession or control, including all copies thereof; and (d) upon the request of ZDS, Customer will certify in writing to its compliance with this Section 6.4. Following completion of the foregoing obligations of Customer, ZDS will refund to Customer any Maintenance Fees prepaid by Customer but unused as of the effective date of such termination. Sections 1 (Definitions), 6.4 (Effect of Termination), 8.2 (Disclaimer), 9 (Limitation of Liability) and 10 (Additional Terms) will survive any termination of this Maintenance Agreement for any reason.

7. FEES AND EXPENSES; PAYMENT.

7.1. Fees. As of the Effective Date, the Annual Maintenance Fees due under this Maintenance Agreement are as set forth on the initial page of this Maintenance Agreement. During the term of this Annual Maintenance Agreement, the Maintenance Fees will be equal to 20% of ZDS's then-current list price (excluding any discounts) for all Software included in the Covered Programs and the total combined Services Fees due under the MSLA for any customization of the Software included in the Covered Programs performed by ZDS.

7.2. Expenses. Maintenance Services may be provided on-site at Customer's location, as determined in ZDS's sole discretion. If ZDS is required to perform any Maintenance Services on-site at a location of Customer, Customer will reimburse ZDS for any reasonable out-of-pocket costs and expenses incurred by ZDS relating to supplies, travel, meals and lodging, as well as and any other costs and expenses incurred by ZDS in performing such Maintenance Services which are not of the sort normally provided or covered by ZDS.

7.3. Payment. On or before the Effective Date, Customer will pay ZDS the Maintenance Fee for the Initial Maintenance Period indicated on the initial page of this Maintenance Agreement. Thereafter, ZDS will invoice all Maintenance Fees on a quarterly basis at the Quarterly Fee indicated on the initial page of this Maintenance Agreement (as adjusted per Section 7.1). Customer will pay ZDS all amounts shown on such invoices within 30 days after the date of the applicable invoice. All payments must be made in U.S. dollars, unless otherwise agreed by the parties. ZDS will be under no obligation to provide any Maintenance Services until all Maintenance Fees for the Initial Maintenance Period have been paid by Customer and ZDS may thereafter suspend Maintenance Services to Customer if any invoice is past due. In addition, any amounts not paid when due will accrue interest at the lesser of 1 1/4% per month or the maximum rate permitted by applicable law from the due date until paid, together with collection costs, including attorneys' fees, incurred by ZDS in enforcing this Maintenance Agreement. Any amounts not paid when due may result in the forfeiture of any discounts offered on the Effective Date. Except as may be provided in this Maintenance Agreement, all Maintenance Fees are non-refundable once paid to ZDS.

7.4. Taxes. Maintenance Fees exclude, and Customer is responsible for the payment of, any applicable sales, use, value added and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on ZDS's net income) due with respect to the Maintenance Fees or the Maintenance Services. When applicable, ZDS may include any such taxes that it is required to collect as a separate line item on invoices to Customers. Customer will be responsible for, and will indemnify and hold harmless ZDS from, payment of all such taxes and any other fees, duties and charges, and any related penalties and interest, arising from the payment of the Maintenance Fees or from the Maintenance Services.

8. LIMITED WARRANTY AND DISCLAIMER.

8.1. Limited Warranty. ZDS warrants that any Maintenance Services provided to Customer under this Maintenance Agreement will be performed with due care in a professional and workmanlike manner. ZDS shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 8, use commercially reasonable efforts to re-perform the Maintenance Services which gave rise to the breach or, at ZDS's option, refund the Maintenance Fees paid by Customer for the Maintenance Services which gave rise to the

breach: provided that Customer notifies ZDS of the breach in reasonable detail within 30 days following performance of the defective Maintenance Services, specifying the breach in reasonable detail. The Updates, Resolutions and other software, data, information or materials provided under this Maintenance Agreement will in no way extend or alter the scope or duration of any warranty for the Software provided under the MSLA.

8.2. Disclaimer. THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION 8 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIS MAINTENANCE AGREEMENT AND THE MAINTENANCE SERVICES AND SOFTWARE PROVIDED HEREUNDER, AND ZDS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND COVENANTS, 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 IN THIS SECTION 8 AND THAT NO WARRANTIES ARE MADE BY ZDS OR ZDS'S SUPPLIERS.

9. Limitation of Liability. The total liability of ZDS for all claims of any kind, whether in contract, tort (including negligence), strict liability or otherwise, arising out of, connected with, or resulting from the performance or breach of this Maintenance Agreement or the Maintenance Services provided hereunder during any 3 month period will in no event exceed the total Maintenance Fees paid by Customer under this Maintenance Agreement during such period. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL ZDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE, EVEN IF ZDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, CLAIMS OF CUSTOMER, LOSS OF USE OF ANY EQUIPMENT OR SOFTWARE, SYSTEMS, FACILITIES, LOSS OF DATA OR INFORMATION, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SOFTWARE, SYSTEMS OR SERVICES, COST OF PURCHASED OR DOWNTIME COSTS.

10. ADDITIONAL TERMS.

10.1. No Assignment. Customer may not assign, delegate or transfer, by operation of law or otherwise, this Maintenance Agreement or any of its rights or obligations under this Maintenance Agreement to any third party without ZDS's prior written consent. Any attempted assignment, delegation or transfer in violation of the foregoing will be null and void. ZDS shall have the right to assign or transfer this Maintenance Agreement, provided that ZDS's successor agrees to assume all of ZDS's obligations and responsibilities under this Maintenance Agreement.

10.2. Independent Contractors. The relationship of the parties under this Maintenance Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

10.3. Governing Law and Venue. This Maintenance Agreement 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 Maintenance Agreement shall be brought in a federal or state court in Denver, Colorado (or otherwise having jurisdiction of matters occurring in Denver, Colorado), and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The United Nations Convention on the Sale of Goods shall not be applicable to this Maintenance Agreement.

10.4. 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.

10.5. U.S. Government End Users. The Covered Programs and all software provided under this Maintenance Agreement is a "commercial item" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth in this Maintenance Agreement, and do not acquire any other right, title or interest, express, implied or otherwise, in or to the Software.

10.6. Waiver. Any waiver of the provisions of this Maintenance Agreement or of a party's rights or remedies under this Maintenance Agreement must be in writing to be effective. Failure or delay by a party to enforce the provisions of this Maintenance Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Maintenance Agreement and will not in any way affect the validity of the whole or any part of this Maintenance Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Maintenance Agreement, no exercise or enforcement by either party of any right or remedy under this Maintenance Agreement will preclude the enforcement by such party of any other right or remedy under this Maintenance Agreement or that such party is entitled by law to enforce.

10.7. Severability. If any term, condition, or provision in this Maintenance Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Maintenance Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

Exhibit B:

**General Terms and Conditions” from
“Software License Agreement” (MLSA)
with an order date of October 7, 2002**

Attachment B

ZOLL Data Systems, Inc.
Order Form Addendum

Order No: 00014601

This Order Form is entered into as of December 16, 2015 (the "Effective Date"), executed subject to and made a part of that certain Master Software License Agreement between ZOLL Data Systems, Inc. ("ZOLL") and Fort Bend County EMS ("Customer") (the "MSLA") previously executed. Unless explicitly stated otherwise in this Order Form, any capitalized terms shall have the meaning given to them in the MSLA.

Bill To: Fort Bend County EMS 301 Jackson, Suite 533 Richmond, TX 77469	Ship To: Fort Bend County EMS Attn: Philip Akonom, philip.akonom@fortbendcountytexas.gov 301 Jackson Suite 533 Richmond, TX 77469 Shipping:
--	---

Territory Manager: Nick Sortin

Expires: December 31, 2015

Billing								
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Semi-Annual Cost or One Time Charge	Monthly Cost
HSBPR	SUB	Subscription RescueNet Billing Premium (Per Concurrent User)	2	\$475.00	10%	\$427.50	\$5,130.00	\$855.00

Comments: THIS IS A SIX (6) MONTH COMMITMENT ONLY.

SEMI-ANNUAL FEES: \$5,130.00
 MONTHLY FEES: \$855.00
 PROFESSIONAL SERVICES:

THIS AGREEMENT CAN BE RENEWED AT THE COMPLETION OF THE ORIGINAL SIX (6) MONTH PERIOD IF REQUIRED.

Payment Terms: The first invoice issued under this agreement will be issued upon completion of the implementation services and will be for the sum of any PROFESSIONAL SERVICES fees and any ONE TIME FEES listed above if applicable. In addition, ZOLL will invoice Customer at the end of each calendar month during the Term for the amount of the Monthly Fees listed above. Monthly Fees resulting from a purchase of additional licenses or an upgrade to a higher level model will be added to the next monthly invoice. Otherwise, the invoice for the first Monthly Fees hereunder will be issued 90 days after the Effective Date, or upon completion of the implementation, whichever is earlier, with the exception of the Eligibility Module which will start billing on the date agreed upon (and noted in the comment section above) at the time of contract signing, which will in no case be more than 120 days from contract signing. All amounts are due within 30 days after the date of the invoice. The Total Professional Services fees, the One Time Fees and the Monthly Fees are hereinafter referred to collectively as the 'Software Fees'.

Maintenance Fees: Maintenance Fees are included in the Monthly Fees. For purposes of this Agreement, all references to Maintenance Fees shall mean Monthly Fees. Maintenance Fees for third party software are set by the software vendor.

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 the attached License Description Addendum.

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.

* **Semi-Annual Fee:** The Semi-Annual Fees shown above are for the six-month Term (beginning on the Effective Date), which will be invoiced and paid as the Monthly Fees as shown above.

* **Monthly Fee (Subject to Adjustment):** The Monthly Fees shown are based on the following options, determined by product: The quantity (Qty) of concurrent users for Dispatch, CommCAD, and Billing; the Qty of Stations for FireRMS; the Qty of Customer Vehicles for Navigator and @Work; the Qty of Facilities for NetTransit; the Qty of employee resources for Crew Scheduler; the Qty of the tier (based on number of visits) for EMS Mobile Health; and for ePCR, the Qty of PCRs listed in the line item above (the PCR Volume). In the case of ePCR, following 12 months of service (from the completion of implementation), ZOLL will conduct an annual audit of PCR Volume. Should PCR volume exceed 110% of quantity for the 12 month period, ZOLL will invoice customer for the excess above quantity at the per PCR price listed in the line item above. Should a shortage greater than 10% of PCR Volume exist for the 12 month period, ZOLL will issue a credit in the amount of 10% of the Annual Fee. Future billings for ePCR will be adjusted based on the new PCR Volume as determined by the audit for the following 12 month period. For EMS Mobile Health, adjustments to the pricing are outlined in Exhibit E. For NetTransit, @Work, and Crew Scheduler ASP, Monthly Fees will be determined by the previous month's actual usage. For the other products, adjustments to the Qty will be handled through an additional ASPA.

ZOLL Data Systems, Inc.
Order Form Addendum for Fort Bend County EMS

Order No: 00014601

The person signing below represents and warrants that she or he has the authority to bind Customer to the terms of this Order Form. By signing below, the parties agree to the terms and conditions of this Order Form. Once signed, any reproduction of this Order Form, 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 Order Form will be subject to it.

ZOLL Data Systems, Inc.

Fort Bend County EMS

Signature:

Signature:

Sandy King

Name: Sandy King

Name: _____

Title: Accounting Operations Manager

Title: _____

Date: 12/29/15

Date: _____

ZOLL Data Systems, Inc.
Order Form Addendum for Fort Bend County EMS

Amended Terms and Conditions

The following sections supersede or are in addition to sections in the existing MSLA.

1.1 "Annual Fee" for "SUB" Type licenses. Means the amount of Monthly Fees that Customer is required to pay under this MSLA in each twelve-month period during the Term beginning on the date identified in the Initial Order.

1.11 "Monthly Fees" for "SUB" Type licenses. Means ZOLL's then current standard recurring monthly fees for the license of Software set forth in the Initial Order or any subsequent Order Form. Monthly Fees are part of the Software Fees.

6.2 Maintenance Fees. For "SUB" Type licenses, Maintenance Fees are included in the Monthly Fees. For all other software, 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.

6.6 Audit Rights. During the Term and for a period of six (6) months following the termination or expiration of this MSLA, ZOLL will have the right, during normal business hours, to inspect (through remote access to Customer servers, reports, etc. or onsite if determined necessary), or 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, including with any limitation on the number of servers, personal computers and/or other portable devices on which Customer may install the Software hereunder and/or the number of Customer users that may use the Software hereunder, and/or the number of PCRs generated through the software hereunder. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds 5% for products other than ePCR Monthly Fees that are subject to adjustment as described on page 1. 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.

11.4 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, including, in the event of termination of this MSLA (i) by ZOLL under "Section 11.2" or (ii) by Customer under "Section 11.3", a termination fee ("Early Termination Fee" equal to the amount, if any, of (x) the initial Annual Fee minus (y) the sum of Monthly Fees (as defined in the Initial Order) paid by Customer to ZOLL hereunder prior to the date of termination during the initial twelve-month period; (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. Upon ZOLL's request, Customer will provide a written certification (in the form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 11.3.

12.9 Access to Insight Analytics. Provided the Customer is current on payments of Maintenance Fees hereunder, Customer may subscribe, at no additional charge, to ZOLL's website www.ZOLLonline.com ("ZOLL Online") by agreeing to the terms of the Application Service Provider Agreement available on ZOLL Online ("The ASP Agreement"), pursuant to which Customer shall receive access, at no additional charge, to Insight Analytics product of ZOLL, subject to the terms of the ASP Agreement.

12.10 Entire Agreement. This MSLA, together with all exhibits hereto and the ASP Agreement, if any, 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.

**ZOLL Data Systems, Inc.
Order Form Addendum**

Order No:00014547

This Order Form is entered into as of December 7, 2015 (the "Effective Date"), executed subject to and made a part of that certain Master Software License Agreement between ZOLL Data Systems, Inc. ("ZOLL") and Fort Bend County EMS ("Customer") (the "MSLA") previously executed. Unless explicitly stated otherwise in this Order Form, any capitalized terms shall have the meaning given to them in the MSLA.

Bill To: Fort Bend County EMS 301 Jackson, Suite 533 Richmond, TX 77469	Ship To: Fort Bend County EMS Attn: Ed Sturdivant, ed.sturdivant@fortbendcountytexas.gov 301 Jackson Suite 533 Shipping: Richmond, TX 77469
--	---

Territory Manager: Nick Sortin

Expires: December 31,2015

Professional Services:

Item	License	Description	Qty	List Price	Disc.	Adj. Price	Ext. Price	Annual Maint.
ARC	---	A/R Consulting Day (Excludes T&E)	3	\$1,500.00		\$1,500.00	\$4,500.00	\$0.00

Miscellaneous:

Item	License	Description	Qty	List Price	Disc.	Adj. Price	Ext. Price	Annual Maint.
T&E	---	Travel Expenses (Not to exceed)	1	\$1,600.00		\$1,600.00	\$1,600.00	\$0.00

Comments:

SUBTOTAL SOFTWARE:	
SUBTOTAL PROFESSIONAL SERVICES:	\$6,100.00
TOTAL:	\$6,100.00
ANNUAL MAINTENANCE:	\$0.00

Payment Terms: The TOTAL amount specified above in this Order Form is due within 30 Days from completion of services.

Maintenance Fees: Maintenance Fees specified in this Order Form will be prorated up to the next maintenance billing cycle and included as a line item in the invoice issued in connection with this Order Form.

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 the attached License Description Addendum.

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.


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: **Sandy King**

Name: _____

Title: **Accounting Operations Manager**

Title: _____

Date: **12/29/15**

Date: _____

ZOLL Data Systems, Inc.
Order Form Addendum for Fort Bend County EMS

Amended Terms and Conditions

The following sections supersede or are in addition to sections in the existing MSLA.

1.1 "Annual Fee" for "SUB" Type licenses. Means the amount of Monthly Fees that Customer is required to pay under this MSLA in each twelve-month period during the Term beginning on the date identified in the Initial Order.

1.11 "Monthly Fees" for "SUB" Type licenses. Means ZOLL's then current standard recurring monthly fees for the license of Software set forth in the Initial Order or any subsequent Order Form. Monthly Fees are part of the Software Fees.

6.2 Maintenance Fees. For "SUB" Type licenses, Maintenance Fees are included in the Monthly Fees. For all other software, 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.

6.6 Audit Rights. During the Term and for a period of six (6) months following the termination or expiration of this MSLA, ZOLL will have the right, during normal business hours, to inspect (through remote access to Customer servers, reports, etc. or onsite if determined necessary), or 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, including with any limitation on the number of servers, personal computers and/or other portable devices on which Customer may install the Software hereunder and/or the number of Customer users that may use the Software hereunder, and/or the number of PCRs generated through the software hereunder. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds 5% for products other than ePCR Monthly Fees that are subject to adjustment as described on page 1. 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.

11.4 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, including, in the event of termination of this MSLA (i) by ZOLL under "Section 11.2" or (ii) by Customer under "Section 11.3", a termination fee ("Early Termination Fee" equal to the amount, if any, of (x) the initial Annual Fee minus (y) the sum of Monthly Fees (as defined in the Initial Order) paid by Customer to ZOLL hereunder prior to the date of termination during the initial twelve-month period; (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. Upon ZOLL's request, Customer will provide a written certification (in the form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 11.3.

12.9 Access to Insight Analytics. Provided the Customer is current on payments of Maintenance Fees hereunder, Customer may subscribe, at no additional charge, to ZOLL's website www.ZOLLonline.com ("ZOLL Online") by agreeing to the terms of the Application Service Provider Agreement available on ZOLL Online ("The ASP Agreement"), pursuant to which Customer shall receive access, at no additional charge, to Insight Analytics product of ZOLL, subject to the terms of the ASP Agreement.

12.10 Entire Agreement. This MSLA, together with all exhibits hereto and the ASP Agreement, if any, 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.

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas Contract rate (not the government rate) and be prepared to provide the County's agency #: C0790. Traveler must verify confirmed rate matches the negotiated**

contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and be able to provide documentation of the group rate.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable. The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

Day trips: Meals will not be reimbursed for trips that do not require an overnight stay.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. You will need to make your reservations at least 14 days in advance and provide the County's agency #: C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip.

Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

- Optional Customer, Coupon or Corporate number is **TXC0790**
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

Avis:

- Avis Worldwide Discount (AWD) Number or Rate Code **F930790**
- You cannot use the wizard option if you have an account with Avis, the wizard will override the state rate and normally the State rates are less.

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are not reimbursable for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30

days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

Exhibit B



11802 Ridge Parkway Suite 400
 Broomfield, CO 80021

MAINTENANCE DETAILS
 THIS IS NOT AN INVOICE

Invoice	Customer No.	Inv Date	Contract No.	Terms	Due Date	PO Number
9029755	147191	01-SEP-16	183627	NET 30 DAYS	01-OCT-16	

BILL TO:	Fort Bend County 301 Jackson, Suite 533 RICHMOND TX 77469	SHIP TO:	Fort Bend County 4336 Hwy 36 ROSENBERG TX 77471
-----------------	--	-----------------	--

Description	List Price	Qty	Unit Price	Extd Price
TABLETPCR MEDTRONIC LIFENET SDK (PHYSIO INTERFACE)	4,500.00	1	900.00	900.00
FAX SERVER UTILITY	3,500.00	1	700.00	700.00
TABLETPCR MOBILE UNIT LICENSE	3,000.00	3	600.00	1,800.00
TABLETPCR MOBILE UNIT LICENSE	3,000.00	8	600.00	4,800.00
TABLETPCR MOBILE UNIT LICENSE	3,000.00	9	600.00	5,400.00
RESCUENET EPCR NETWORK USER / WEBPCR LICENSE	3,000.00	5	600.00	3,000.00
CUSTOM INTERFACE (TIME & MATERIALS)	16,000.00	1	3,200.00	3,200.00
RESCUENET EPCR NETWORK USER / WEBPCR LICENSE	3,000.00	1	600.00	600.00

Annual Total: 20,400.00

ZOLL®

11802 Ridge Parkway Suite 400
Broomfield, CO 80021

INVOICE

Invoice	Customer No.	Inv Date	S.O. No.	Terms	Due Date	PO Number
9029755	147191	01-SEP-16	183627	NET 30 DAYS	01-OCT-16	

BILL TO:	SHIP TO:
Fort Bend County 301 Jackson, Suite 533 RICHMOND TX 77469 ZCO*Fort Bend County*Rosenberg*TX	Fort Bend County 4336 Hwy 36 ROSENBERG TX 77471

Item	Description	Qty	List Price	Unit Price	Amount
RNM	RESCUENET MAINTENANCE:01-OCT-16:30-SEP-17	1	20,400.00	20,400.00	20,400.00

We now take Visa, MC and AMEX. Please call 303-801-1856 or email AR@ZOLL.com to pay with credit card, or with any questions on your account.	Sub-Total:	20,400.00
	Tax Total:	0.00
	Invoice Total:	20,400.00
	Payments & Credits:	0.00
	Revised Total Due:	20,400.00

Please tell us how we are doing by taking this quick 3 question survey at <http://zfs.fin.sgizmo.com/s3/>. Your feedback is valuable to us and will assist us in our efforts to improve our invoicing and customer service processes.



11802 Ridge Parkway Suite 400
 Broomfield, CO 80021

INVOICE

Invoice	Customer No.	Inv Date	S.O. No.	Terms	Due Date	PO Number
9029780	147191	01-SEP-16	183624	NET 30 DAYS	01-OCT-16	

BILL TO:	Fort Bend County 301 Jackson, Suite 533 RICHMOND TX 77469 ZCO*Fort Bend County*Rosenberg*TX	SHIP TO:	Fort Bend County 4336 Hwy 36 ROSENBERG TX 77471
-----------------	---	-----------------	--

Item	Description	Qty	List Price	Unit Price	Amount
RNM	RESCUENET MAINTENANCE:01-OCT-16:30-SEP-17	1	13,195.00	13,195.00	13,195.00

<p>We now take Visa, MC and AMEX. Please call 303-801-1856 or email AR@ZOLL.com to pay with credit card, or with any questions on your account.</p>	Sub-Total:	13,195.00
	Tax Total:	0.00
	Invoice Total:	13,195.00
	Payments & Credits:	0.00
	Revised Total Due:	13,195.00

Please tell us how we are doing by taking this quick 3 question survey at <http://zfs.fin.sgizmo.com/s3/>. Your feedback is valuable to us and will assist us in our efforts to improve our invoicing and customer service processes.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Zoll Data
 Broomfield, CO United States

Certificate Number:
 2017-158196

Date Filed:
 01/25/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:

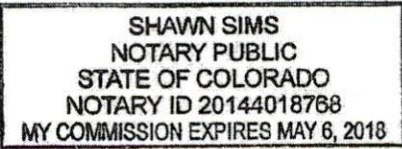
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 13175
 Rescuenet Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Sandy King
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Shawn Sims, this the 26 day of January, 2017, to certify which, witness my hand and seal of office.

Shawn Sims Signature of officer administering oath
Shawn Sims Printed name of officer administering oath
Notary Public Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Zoll Data
Broomfield, CO United States

Certificate Number:
2017-158196

Date Filed:
01/25/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:
02/07/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
13175
Rescuenet Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath