

ADDENDUM TO STRYKER SALES, LLC'S AGREEMENT

THIS ADDENDUM ("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 Stryker Sales, LLC, acting through its Medical Division, (hereinafter "Stryker"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Stryker's Quote Number: 10467752; Emergency Care – Capital Purchase Terms and Conditions, Medical (Acute Care) Capital Purchase Terms & Conditions; and Terms and Conditions (General Terms for all Products, Services and Software Subscriptions), (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of specified medical goods and services (the "Product"); and

WHEREAS, County desires that Stryker provide Product as will be more specifically described in this Agreement; and

WHEREAS, Stryker represents that it is qualified and desires to provide Product;

WHEREAS, the Texas County Purchasing Act, §262.024 (2) of the Texas Local Govt. Code, exempts from competitive bidding contracts that are necessary to preserve or protect the public health or safety of the residents of the county; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is one for public health and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Scope of Services.** Subject to this Addendum, Stryker will render Product to County as described in Exhibit A.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. 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. 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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

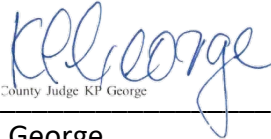
3. **Limit of Appropriation.** Stryker clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of three hundred fifty-eight thousand four hundred eight dollars and thirty cents (\$358,408.30), specifically allocated to fully discharge any and all liabilities County may incur. Stryker does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Stryker may become entitled to and the total maximum sum that County may become liable to pay to Stryker shall not under any conditions, circumstances, or interpretations thereof exceed three hundred fifty-eight thousand four hundred eight dollars and thirty cents (\$358,408.30). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
4. **Public Information Act.** Stryker 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 Stryker 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.
5. **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 Stryker for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** 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 submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Stryker in any way associated with the Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Stryker verifies that if Stryker employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Stryker does not boycott Israel and will not boycott Israel during the term of this Agreement.

- b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Stryker represents pursuant to § 2252.152 of the Texas Government Code, that Stryker is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
8. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear in this Addendum and Exhibit A.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, STRYKER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Use of Customer Name.** Stryker may use County's name without County's prior written consent only in any of Stryker's customer lists, any other use must be approved in advance by County.
11. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
12. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
13. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
14. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
15. **Compliance with Laws.** Stryker shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Stryker shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

16. **Ownership.** Upon payment of invoice, County shall own the Product. Therefore, any restriction on resale to third parties is hereby deleted.
17. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties.


FORT BEND COUNTY


County Judge KP George

KP George
County Judge

February 1, 2022
Date

Attest:


Laura Richard
County Clerk



**STRYKER SALES, LLC, ACTING THROUGH ITS MEDICAL
DIVISION**


Authorized Agent – Signature

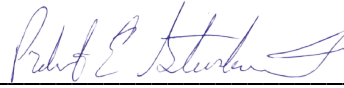
Kimberly Plested
Authorized Agent- Printed Name
Associate Manager, Contracts & Pricing

Title

1/31/2022
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 358,408.30 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Stryker's Quote Number: 10467752; Emergency Care – Capital Purchase Terms and Conditions, Medical (Acute Care) Capital Purchase Terms & Conditions; and Terms and Conditions (General Terms for all Products, Services and Software Subscriptions)

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Exhibit A



PowerPro XT Stretcher, PowerLoads, Stair Chairs, LUCAS

Quote Number: 10467752

Remit to:

Stryker Medical

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: FORT BEND COUNTY EMS

Rep:

Tim Garza

Attn:

Email:

tim.garza@stryker.com

Phone Number:

Quote Date: 01/25/2022

Expiration Date: 04/25/2022

Please note that pricing for this quote is only valid until January 28, 2022 (the last day we can enter the order for the month). We will have a significant price increase of 7% on February 1, 2022.

Delivery Address

End User - Shipping - Billing

Bill To Account

Name: FORT BEND COUNTY EMS

Name: FORT BEND COUNTY EMS

Name: FORT BEND COUNTY CLERK

Account #: 1273335

Account #: 1273335

Account #: 1243031

Address: 4332 HIGHWAY 36 S

Address: 4332 HIGHWAY 36 S

Address: 301 JACKSON ST

ROSENBERG

ROSENBERG

RICHMOND

Texas 77471

Texas 77471

Texas 77469-3108

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	10	\$16,072.55	\$160,725.50
2.0	639005550001	MTS POWER LOAD	7	\$20,500.24	\$143,501.68
5.0	6252000000	Stair-PRO Model 6252	2	\$3,319.58	\$6,639.16
5.1	7777881660	1 year parts, labor & travel			
5.2	6252009001	Stair-Pro Operations Manual			
5.3	6250001162	In-Service Video (DVD)			
5.4	6252026000	Common Components			
5.5	6250021000	2 Piece ABS Panel Seat			
5.6	6250160000	Polypropylene Restraint Set(Plastic Buckles)			
5.7	6252022000	Main Frame Assy Option			
5.8	6250024000	Standard Length Lower LiftHandles			
5.9	6252027000	Footrest Option			
5.10	6252024000	No IV Clip Option			
6.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	3	\$13,275.80	\$39,827.40
7.0	11576-000060	LUCAS Desk-Top Battery Charger	3	\$1,012.70	\$3,038.10



PowerPro XT Stretcher, PowerLoads, Stair Chairs, LUCAS

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Rep:

Tim Garza

Email:

tim.garza@stryker.com

Phone Number:

Quote Date: 01/25/2022

Expiration Date: 04/25/2022

#	Product	Description	Qty	Sell Price	Total
8.0	11576-000071	LUCAS External Power Supply	3	\$320.62	\$961.86
9.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	6	\$619.10	\$3,714.60
Equipment Total:					\$358,408.30

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PPXT	TRADE-IN-STRYKER POWER COT TOWARDS PURCHASE OF POWERPRO XT	7	-\$0.00	\$0.00
TR-SMCOT-PPXT	TRADE-IN-STRYKER MANUAL COT TOWARDS PURCHASE OF POWERPRO XT	1	-\$0.00	\$0.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$358,408.30

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

PENDING APPROVAL

EMERGENCY CARE – CAPITAL PURCHASE TERMS AND CONDITIONS (& Other Terms)

General Terms for all Products, Services and Software Subscriptions.

Stryker Sales, LLC, acting through its Medical Division ("Seller") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Pricing for the products and/or services is as set forth in Seller's quote. Unless otherwise indicated on Seller's invoice, prices do not include, and Buyer is responsible to pay, freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. All applicable sales, use, value added, excise and all other federal, state, local or foreign taxes will be invoiced in addition to the price of the goods and services unless Seller receives a copy of a valid exemption certificate from Buyer prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Seller. Unless otherwise specified by Seller in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Limitation of Interest. Through the purchase of Seller products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Seller 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 an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, or Seller's inability to obtain goods from its usual sources.

Warranty Seller warrants its products and services in accordance with the terms of the limited warranties located at https://www.strykeremergencycare.com/globalassets/assets/general-documents/device_warranty_statement.pdf.

The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Seller 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 SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Seller shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, together with such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Seller.

No Debarment. Each party represents and warrants that neither it nor any of its directors, officers, and employees: (a) are currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (b) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (c) are not under investigation which may result in such party being excluded from participation in such programs.

Choice of Law. The rights and obligations of Seller and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Proper Reporting.

Buyer will comply with all applicable laws and regulations relating to the accounting and application of discounts, including but not limited to all Federal and State laws and regulations regarding reimbursement and proper reporting of discounting and pricing, such as the requirements of the discount "safe harbor" located at 42 C.F.R. 1001.952(h). Pricing under this Agreement may constitute discounts on the purchase of Products, and must be properly reported and appropriately reflected as required by law or contract, including on all applicable Medicare, Medicaid and state agency cost reports.

Insurance.

Seller will maintain adequate general liability insurance, including coverage for Products and completed operations, and workers compensation and employer's liability insurance against any claim or claims, which might arise out of Seller's performance of its obligations hereunder. Seller has the right to self-insure to comply with this requirement. When requested by Buyer, Seller will furnish an insurance certificate signed by an authorized agent evidencing such insurance coverages.

Confidential Information.

The parties hereto shall hold in strictest confidence any information and materials that are related to the business of the other party hereto or are designated by any such party as proprietary and confidential, herein or otherwise ("Confidential Information"). The parties hereby covenant that they shall not disclose such Confidential Information to any third party without prior written authorization of the party to whom such information relates. The parties agree that any breach or threatened breach of this clause would cause irreparable harm to the other party, that a remedy at law may be inadequate to remedy such a breach or threatened breach, and that this clause may be enforced by way of a restraining order or injunction in addition to any other available legal remedies.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Seller:

Delivery. Unless otherwise specified by Seller in writing, delivery shall be FOB Seller's point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Seller will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Seller of any claim for product damage or nonconformity. Seller, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <https://www.strykeremergencycare.com/return-policy/>. Payment of Seller's invoice is not contingent on immediate correction of nonconformities. Buyer agrees that 30 days following receipt of shipment is a reasonable time frame within which to diligently inspect the products received and provide notice to Seller, and Buyer waives any right to reject the shipment or revoke acceptance thereafter.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of ProCare Services.

Service Plans. Seller shall provide services according to the applicable Service Plan purchased by Buyer and described at <https://www.strykeremergencycare.com/service--support-overview/service-hospitals-emis/> for the length of the subscription purchased and for the devices specified as covered by the Service Plan. In addition to the General Terms above, the terms and conditions located at <https://techweb.stryker.com> apply to all ProCare Service Plans.

Additional Terms Regarding Wireless-Enabled Devices.

In addition to the General Terms above, the data services provided by a third party are pursuant to the following terms:

Payments. Payments to Seller are non-refundable as they are incorporating into the pricing of the connected devices.

Geolocation. Buyer is responsible for maintaining the actual location of the devices within their facilities, property or buildings.

Not Wireless Provider. Seller has contracted with an outside data services provider for the provision of services on behalf of Buyer. Seller is not a telecommunications services company nor does it possess any telecommunications personal property.

Security. Buyer has the sole responsibility for ensuring the security of its network and data. Buyer will take reasonable measures to protect against unauthorized access.

No Guarantee. SELLER DOES NOT GUARANTEE SECURITY, UNINTERRUPTED DATA SERVICES, THE ACCURACY OF GEOLOCATION SERVICES, NETWORK TRANSMISSION CAPACITY, COVERAGE OR THE INTEGRITY OF THE DATA TRANSMITTED. Seller is not responsible for any consequential damages caused in any way by Buyer's hardware, software, network or other Buyer responsibilities.

Additional Terms for Purchase and Sale of LIFELINKcentralSM.

In addition to the General Terms above, the following terms apply to purchases of Seller's LIFELINKcentral AED Program Manager:

LIFELINKcentral Services. Seller shall provide services according to the applicable LIFELINKcentral AED Program Manager purchased by Buyer and described at <http://www.strykeremergencycare.com/service--support-overview/lifelink-central/> for the length of the subscription purchased.

Buyer's Duties. Buyer shall:

- Take reasonable steps to notify building occupants and guests of its emergency response program and how to access it including initial and periodic email reminders, signage and visible placement of AED devices in facilities.
- Use AEDs and/or other medical equipment in accordance with the standing orders, protocols or other instructions as may be provided by Seller whether in written form or otherwise (e.g. instructions from a licensed physician) and assure that AEDs are used and maintained according to the applicable manufacturer's labeling and instructions.
- Notify Seller within 24 hours after an AED is connected to a person— even if a shock is not delivered (an “Event”) and keep records of the Event for one year. Buyer shall assist Seller in its review of all Events, and provide Seller with information it reasonably requests regarding such Event.
- Notify Seller immediately when an AED is in need of service.
- Provide Seller with all information that Seller reasonably requests in connection with Seller's performance of medical authorization and direction services for Buyer.
- Notify Seller as soon as possible after a material change in the information submitted to Seller as part of this Agreement.

Training Requirements. Buyer understands that Seller recommends potential users of AEDs participate in a nationally recognized AED training session. Buyer understands that such training may be required by the state in which the AED is located in order to receive limited immunity from civil liability under Good Samaritan laws. Seller can provide names of nationally recognized training organizations.

Good Samaritan Laws. Good Samaritan protection varies from state to state. Under certain situations, Good Samaritan Laws protect individuals from liability where they render first aid in good faith to persons in need without compensation. Seller makes no representation or warranty that Good Samaritan Laws will protect Buyer and/or its employees or agents. It is up to Buyer to make this assessment.

Additional Terms for Purchase and Sale of Software Licenses and Software-as-Service.

In addition to the General Terms above, software and software-as-service is licensed (not sold) pursuant to the following terms:

Licenses. Upon full payment, Seller will grant to Buyer the licenses to the software and/or software-as-service ordered by Buyer according to the Software and Hosting Terms & Conditions and applicable Product Addendums located at <https://www.strykeremergencycare.com/software-hosting>. The duration of each license is the term of the subscription purchased by Buyer.

Term. Customer's subscription shall commence on the date that Stryker accepts Customer's order (“Commencement Date”) and remains in effect for term of the subscription that is specified in the applicable Ordering Document. Customer may terminate this Agreement at any time after the one-year anniversary of the Commencement Date by providing ninety (90) days' prior written notice. In the event of such early termination by Customer, Stryker shall refund the remaining portion of the subscription fee, less an administration fee of 10% of such remaining portion. The remaining portion shall be determined by allocating the subscription fee based on the number of full calendar months remaining until expiration of the term specified in the Ordering Document.

Automatic Renewal. This Agreement will automatically renew upon its expiration for a period equal to the Term set forth in the applicable Ordering Document unless it is terminated in writing thirty (30) days prior to the end of the Term. Pricing for automatic renewals shall be based on current list price, less any percentage discount Customer received on its initial order.

Suspension & Termination of Service. Stryker may suspend access to Stryker Software if Customer's invoices become thirty (30) days past due. Stryker may terminate this Agreement if Customer's invoices become sixty (60) days past due.

Availability of Stryker Software. Stryker will take commercially reasonable steps to ensure that the Stryker Software is available twenty-four (24) hours a day except for scheduled maintenance and backups. Backups will be scheduled at times to provide minimal impact to Customer's business activity. Stryker will take commercially reasonable steps to maintain data integrity in any backup. However, Stryker will not be responsible for loss of data or data integrity so long as Stryker has performed the backup in a commercially reasonable manner

Additional Terms for Purchase and Sale of HealthEMS Patient Management System Extensions.

In addition to the General Terms above and the Additional Terms for Purchase and Sale of Software Licenses and Software-as-Service, software and HealthEMS Patient Management System Extensions are licensed (not sold) pursuant to the following terms:

EXTENSIONS. Stryker may make available optional Extensions designed to extend the functionality of Stryker Software. Extensions may include, but not be limited to, RevNet, HealthEMS Fire, myPatientEncounters, XchangeER, SanFax, Data Xport and ConnectX for integration with third parties. Third parties may include, but not be limited to, billing vendors, payers, clearinghouses, CAD (Computer-Aided Dispatch) vendors, medical devices (such as ECG), HIEs, state reporting systems, and hospitals. Customer is responsible for acquiring licenses and paying fees to applicable third parties as required. Extension descriptions are set forth at <https://www.strykeremergencycare.com/products/data-solutions/>

RevNet Extension. RevNet is an optional extension of HealthEMS designed to provide secure, integrated, web-based revenue cycle management functionality for the automated billing and processing of Claims, ERA, Eligibility, Statements and other transactions between HealthEMS and designated payers.

- **Activation Fee.** The RevNet Activation Fee is the one-time fee to allow Customer access and set-up of RevNet.
- **Subscription Fee.** RevNet Subscription Fees are for the use of RevNet Extension functionality and associated customer support. RevNet Subscription Fees are based on Customer projections of Estimated Annual Net Revenue. Customer will be invoiced on the first day of each service month, synchronized to Customer's HealthEMS Subscription. In the event Customer's Actual Annual Net Revenue varies from Estimated Annual Net Revenue, by more than +/- 10%, Stryker reserves the right to make adjustments to the RevNet Subscription Fees provided the Customer is given 45 days prior written notice of such adjustment.
- **Clearinghouse Transaction Fees.** Clearinghouse Transaction Fees are for paper-based transaction services provide as a service by the Clearinghouse. Stryker will invoice Clearinghouse Transaction Fees monthly based on the prior month's actual usage. Stryker has no control over certain government-imposed fees and tariffs (e.g. postal increases or interchange fees) or changes in the rules, regulations or operating procedures of any service supplier or any federal, state or local governmental agency or regulatory authority. Any increase in fees due to these changes are Customer's responsibility. Any such increase shall become effective for Customer on the same day as the increase becomes effective to Stryker, or is otherwise incurred by Stryker.
- The RevNet Extension Term shall coincide with HealthEMS Subscription Agreement Term. Once the Term has commenced, Stryker will invoice Customer RevNet Subscription Fees and Clearinghouse Transaction Fees. Customer may discontinue RevNet Extension service by providing written notification to Stryker at least forty-five (45) days before the desired Termination date.

HealthEMS Fire Extension. The HealthEMS Fire Extension is an optional extension of HealthEMS designed to provide a cloud-based, NFIRS-5 compatible Record Management System (RMS) for capturing incidents and managing Customer's fire department.

- **Activation Fee.** The Activation Fee is the one-time fee to allow Customer access and set-up of the HealthEMS Fire Extension.
- **Subscription Fee.** HealthEMS Fire Subscription Fees are for the use of the HealthEMS Fire Extension functionality and associated customer support. Subscription Fees are based on Customer projections of Estimated Annual Run Volume. Customer will be invoiced on the first day of each service month, synchronized to Customer's HealthEMS Subscription. In the event Customer's Actual Annual Run Volume varies from Estimated Annual Run Volume, by more than +/- 10%, Stryker reserves the right to make adjustments to the Fire Subscription Fees provided the Customer is given 45 days prior written notice of such adjustment.
- The HealthEMS Fire Extension Addendum Term shall coincide with HealthEMS Subscription Agreement Term. Once the Term has commenced, Stryker will begin invoicing Customer HealthEMS Fire Subscription Fees. Customer may discontinue Fire Extension service by providing written notification to Stryker at least forty-five (45) days before the desired Termination date.