



Physio-Control, Inc
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To WILLIAMSON CTY EMS
Attn: Jeff Jarvis, Dept Chair
321 W 8TH ST
GEORGETOWN, TX 78627
254-724-8981

Quote Number 00058755
Revision # 1
Created Date 11/3/2016
Sales Consultant Chad Lewis
(210) 884-0891
FOB Destination
Terms All quotes subject to credit approval and the
following terms and conditions
NET Terms NET 30

Expiration Date 11/25/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11600-000005	PulsePoint Annual Licensing Fee- Tier 1. 1 year commitment. Serving population size <300,000. Ensures performance, reliability and supports future upgrades.	1.00	7,998.00	0.00	7,998.00	7,998.00
11600-000021	PulsePoint Implementation Fee. Includes data source connection, complete testing and validation. AED registry organization. Technical training. Community launch support and digital materials. All managed by dedicated project manager.	1.00	10,000.00	0.00	10,000.00	10,000.00

Subtotal USD 17,998.00
Estimated Tax USD 0.00
Estimated Shipping & Handling USD 0.00

Grand Total USD 17,998.00

Pricing Summary Totals

List Price Total USD 17,998.00
Total Contract Discounts Amount USD 0.00
Total Discount USD 0.00
Trade In Discounts USD 0.00
Tax + S&H USD 0.00

GRAND TOTAL FOR THIS QUOTE
USD 17,998.00

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

LEFT BLANK INTENTIONALLY SIGNATURES ARE IN THE NEXT PAGE

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number BV/19773001/115635

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") 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. Prices do not include 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. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate 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 Physio. Unless otherwise specified by Physio 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.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio 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. Physio 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, and Physio's inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO 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, Physio 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, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio 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.

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, Physio will grant to Buyer the licenses to the software and/or software-as-service ordered by Buyer according to the applicable End User License Agreement or Software-As-Service Agreement. The duration of each license is the term of the subscription purchased by Buyer.

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 Physio 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. Physio has contracted with an outside data services provider for the provision of services on behalf of Buyer. Physio 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. **PHYSIO DOES NOT GUARANTEE SECURITY, UNINTERRUPTED DATA SERVICES, THE ACCURACY OF GEOLOCATION SERVICES, NETWORK TRANSMISSION CAPACITY, COVERAGE OR THE INTEGRITY OF THE DATA TRANSMITTED.** Physio 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 Software Implementation Services.

In addition to the General Terms above, the following terms apply to all purchases of Software Implementation Services from Physio:

Physio's Duties. Physio agrees to make commercially reasonable efforts to: (i) commence implementation of all applicable software in accordance with a mutually agreed upon schedule; (ii) diligently perform the implementation process in a professional and workmanlike manner; (iii) provide the training associated with purchased subscriptions, components and/or software; and (iv) provide access to technical support.

Buyer's Duties. Buyer agrees to make commercially reasonable efforts to: (i) cooperate with and reasonably assist Physio in the implementation process; (ii) have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed upon schedule.

Completion of Implementation. Implementation is complete when Buyer is able to transmit/receive data through the implemented software.

Fees and Billing. Upon Implementation, Physio shall provide Buyer with an invoice setting forth the amount due. If implementation is delayed by more than six (6) months, solely due to Buyer's delay, Physio reserves the right to invoice prior to implementation. Payment is due thirty (30) days after receipt of invoice.

Confidential Information. In the course of performing Implementation Services, each party may receive, be exposed to or acquire confidential and/or proprietary information of the other party ("Confidential Information"). All Confidential Information disclosed by a party will bear a legend "Confidential," "Proprietary" or words of similar import. All Confidential Information disclosed by a party in any manner other than in writing will be preceded by an oral statement indicating that the information is Confidential Information. Each party agrees to take reasonable steps to protect the other party's Confidential Information, including not disclosing it to third parties except as otherwise permitted. The restrictions and obligations upon the parties concerning confidentiality shall not apply to any portion of the Confidential Information of either party which: (a) is or becomes publicly available to the receiving party through no fault of such receiving party; or (b) can be reasonably demonstrated to have been known to or hereafter developed by the receiving party in dependency of any disclosure of Confidential Information by the disclosing party; or (c) is disclosed to the receiving party by a third party who, to the best of the receiving party's knowledge, is lawfully in possession of the same and has the right to make such disclosure.

Warranties. Physio represents and warrants that it will provide the Services in a professional and workmanlike manner consistent with good industry standards and practices. Physio warrants that the Service will perform in all material respects for a period of three (3) months after implementation. As Buyer's sole and exclusive remedy and Physio's entire liability for any breach of the foregoing warranty, Physio will re-perform the Services, or, if Physio is unable to do so, return the fees paid to Physio for such deficient Services. Except as specifically set forth herein, Physio expressly disclaims any and all warranties with respect to the services, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Physio does not warrant that the services will be uninterrupted or error-free.

Exclusions and Limitations of Liability. In no event shall Physio be liable to Buyer or other employee, contractor or agent for any indirect, incidental, special, or consequential damages arising in connection with this agreement (whether in warranty, contract or tort, including negligence, and even if Physio has been advised of the possibility thereof), including without limitation medical expenses, loss of revenue or profits, or damages resulting from interruptions in or unavailability of telecommunications or Internet connections to the service, or from the impact of the services on any Buyer system.

PHYSIO'S TOTAL LIABILITY TO BUYER FOR DAMAGES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND OTHERWISE ARISING UNDER THIS AGREEMENT REGARDLESS OF THE BASIS UNDER WHICH BUYER IS ENTITLED TO CLAIM DAMAGES (INCLUDING BREACH, NEGLIGENCE, OR ANY OTHER CONTRACT OR TORT CLAIM) SHALL NOT EXCEED THE FEES DUE HEREUNDER. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

Quote Number: 00058755

Additional Terms and Conditions:

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Right to Audit: Company agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, excluding any proprietary or confidential information. Company agrees that Williamson County shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space, if available, in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Company reasonable advance notice of intended audits. Williamson County acknowledges that Audit shall be at their own cost.

PHYSIO-CONTROL, INC

CUSTOMER

By: 

By: _____

Name: Alexandra Carvalho

Name: _____

Title: Contract Analyst

Title: _____

Date: 12/06/2016

Date: _____