

Order Form

Order No.: **Q-07633**

THIS ORDER FORM (this "Order") is made as of the date on which both parties have signed below (the "Effective Date") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021., accountsreceivable@zoll.com ("ZOLL") and Williamson County, TX (EMS) (the "Customer").

Bill To: Williamson County, TX (EMS) 303 Martin Luther King Street Georgetown, TX 78626 Email for Notices: djohns@wilco.org	Ship To: Williamson County, TX (EMS) 100 Wilco Way Georgetown, TX 78626
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Territory Manager: Kevin Stanhope **Offer Expires:** 07/31/2020

ASP Services								
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Annual Fees or One Time Charge	Monthly Fees
EMSC-AO	HL	emsCharts - Access Only	1	\$99.00		\$99.00	\$1,188.00	\$99.00

Comments: *MONTHLY FEES: \$99.00
*ANNUAL FEES: \$1,188.00
ANNUAL FEES FOR INITIAL TERM: \$3,564.00

TOTAL FEES FOR INITIAL TERM: \$3,564.00

ASP Services Payment Terms: ZOLL will invoice Customer on the Effective Date (the "Monthly Fees Commencement Date") and at the beginning of each calendar month during the Term for the amount of the Monthly Fees for each of the ASP Services listed above (i) prorated to account for any partial month, (ii) increased or decreased as set forth in the Adjustments to Fees section below and (iii) if such Monthly Fees are based on the quantity of Concurrent Users, increased by an amount equal to \$10 per month for any Registered User in excess of 200% of the Concurrent Users Cap. Additionally, ZOLL will invoice Customer on the Monthly Fees Commencement Date for any One-Time Fees listed above.

Monthly Fees are payable in advance for each month of ASP Services ("Monthly Service Period"), except for the first Monthly Service Period. Accordingly, the first invoice for Monthly Fees shall be for the amount of the Monthly Fee for the first Monthly Service Period and the Monthly Fee for the second Monthly Service Period. Each subsequent invoice shall be for the amount of the Monthly Fee.

Term. Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Effective Date and continue for 36 months after the Monthly Fees Commencement Date (the "Initial Term") and (ii) after the Initial Term, this Order automatically shall continue on a month-to-month basis until so terminated.

Early Termination Fee. Notwithstanding the Agreement, if this Order is terminated prior to the expiration of the Initial Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal the amount of (i) the Annual Fees for the Initial Term minus (ii) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of termination for the ASP Services or Software set forth in this Order.

*** Adjustments to Fees:** Fees are subject to adjustment based on quantity as set forth in the attached Adjustment-to-Fees Addendum, including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

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THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT <https://www.zolldata.com/legal>, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original.

ZOLL Data Systems, Inc.

Authorized Signature:

DocuSigned by:
Sandy King
D1D2A604C6944D5...

Williamson County, TX (EMS)

Authorized Signature:

Name: Sandy King
Title: Director of Operational Accounting
Date: 6/8/2020 | 09:52 PDT

Name: _____
Title: _____
Date: _____

Adjustments-to-Fees Addendum

Order No.: Q-07633

* **Adjustments to Fees:** Fees in the Order Form to which this addendum is attached (the “**Order**”), and of which it is a part, are subject to adjustment based on quantity as specified below (“**Qty**”), including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

Product	Basis for Adjustment
Billing Pro	Qty of transports (the “ Transport Volume ”) listed in the line item in the Order. ZOLL may conduct an audit of Transport Volume following the 12 th month after the Monthly Fees Commencement Date for Billing Pro and each anniversary of such date (a “ Transport Audit ”). Should actual Transport Volume (the “ Actual Transport Volume ”) for the preceding 12-month period (the “ Transport Audit Period ”) exceed 110% of the quantity of transports that was the basis for Monthly Fees in the Transport Audit Period multiplied by 12 (the “ Estimated Transport Volume ”), then ZOLL will invoice Customer for such excess multiplied by the per-transport price listed in the Order (the “ Per-Transport Price ”). Should the Actual Transport Volume be less than the Estimated Transport Volume by more than 10% during the Transport Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Transport Volume multiplied by the Per-Transport Price. Future billings of the Monthly Fee will be adjusted based on the Actual Transport Volume as determined by the Transport Audit; <i>provided, that</i> the Monthly Fee shall not decrease by more than 10%.
emsCharts Air	Qty of PCRs (the “ PCR Volume ”) listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12 th month after the Monthly Fees Commencement Date for emsCharts Air and each anniversary of such date (a “ PCR Audit ”). Should actual PCR Volume (the “ Actual PCR Volume ”) for the preceding 12-month period (the “ PCR Audit Period ”) exceed the tier set forth at the end of this addendum (the “ Tier ”) that was the basis for Monthly Fees in the PCR Audit Period (the “ Estimated PCR Volume ”), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual PCR Volume as determined by the PCR Audit, discounted with respect to emsCharts Air as provided in the Order for the Initial Term. Monthly Fees for modules and interfaces for emsCharts Air (descriptions of which are preceded by “emsCharts Air –” in the Order) shall be adjusted after each PCR Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Air resulting from the PCR Audit for such Audit Period.
emsCharts Ground	Qty of PCRs (the “ PCR Volume ”) listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12 th month after the Monthly Fees Commencement Date for emsCharts Ground and each anniversary of such date (a “ PCR Audit ”). Should actual PCR Volume (the “ Actual PCR Volume ”) for the preceding 12-month period (the “ PCR Audit Period ”) exceed the tier set forth at the end of this addendum (the “ Tier ”) that was the basis for Monthly Fees in the PCR Audit Period (the “ Estimated PCR Volume ”), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual PCR Volume as determined by the PCR Audit, discounted with respect to emsCharts Ground as provided in the Order for the Initial Term. Monthly Fees for modules and interfaces for emsCharts Ground (the descriptions of which are preceded by “emsCharts Ground –” in the Order) shall be adjusted after each PCR Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Ground resulting from the PCR Audit for such Audit Period.
emsCharts Fire Reports	Qty of Fire Reports (the “ Fire Report Volume ”) listed in the line item in the Order. ZOLL may conduct an audit of Fire Report Volume following the 12 th month after the Monthly Fees Commencement Date for emsCharts Fire and each anniversary of such date (a “ Fire Report Audit ”). Should actual Fire Report Volume (the “ Actual Fire Report Volume ”) for the preceding 12-month period (the “ Fire Report Audit Period ”) exceed the tier set forth at the end of this addendum (the “ Tier ”) that was the basis for Monthly Fees in the Fire Report Audit Period (the “ Estimated Fire Report Volume ”), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual Fire Report Volume as determined by the Fire Report Audit, discounted with respect to emsCharts Fire as provided in the Order for the Initial Term. Monthly Fees for modules and interfaces for emsCharts Fire (the descriptions of which are preceded by “emsCharts Fire –” in the Order) shall be adjusted after each Fire Report Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Fire resulting from the Fire Report Audit for such Audit Period.
EMS Mobile Health	Qty of the tier based on number of visits. Following six months from the Monthly Fees Commencement Date and every six months thereafter, ZOLL will conduct an audit of the number of monthly visits (the “ Visit Volume ”). Should the monthly Visit Volume for any six month period exceed 110% of the maximum monthly visits for the current tier, then commencing the first month after the completion of the audit, ZOLL will invoice Customer based on the new Visit Volume as determined by the audit and based on the following tiers: (i) \$750.00 for 1-150 visits per month; (ii) \$1,250.00 for 151-300 visits per month; (iii) \$2,000.00 for 301-600 visits per month; and (iv) as quoted by ZOLL more than 600 visits per month.
Packaged Services	Qty of trips (the “ Trip Volume ”) listed in the line item in the Order; <i>provided, that</i> should actual Trip Volume for any month exceed the quantity of trips listed in the line item in the Order, then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Packaged Services– Overage line item in the Order.
Packaged Services Premium	Qty of trips (the “ Trip Volume ”) listed in the line item in the Order; <i>provided, that</i> should actual Trip Volume for any month exceed the quantity of trips listed in the line item in the Order, then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Packaged Services Premium – Overage line item in the Order.
RescueNet® Billing	Qty of Concurrent Users.
RescueNet Dispatch	Qty of Concurrent Users.
RescueNet Eligibility	Qty of trips.
RescueNet FireRMS	Qty of stations.
RescueNet Navigator	Qty of Customer vehicles.
RescueNet @Work	Qty of Customer vehicles estimated in Order.
RescueNet® ePCR	Qty of PCRs (the “ PCR Volume ”) listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12 th month after the Monthly Fees Commencement Date for RescueNet ePCR and each anniversary of such date (a “ PCR Audit ”). Should actual PCR Volume (the “ Actual PCR Volume ”) for the preceding 12-month period (the “ PCR Audit Period ”) exceed 110% of the quantity of PCRs that was the basis for Monthly Fees in the PCR Audit Period multiplied by 12 (the “ Estimated PCR Volume ”), then ZOLL will invoice Customer for such excess multiplied by the per-PCR price listed in the Order (the “ Per-PCR Price ”). Should the Actual PCR Volume be less than the Estimated PCR Volume by more than 10% during the PCR Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated PCR Volume multiplied by the Per-PCR Price. Future billings of the Monthly Fee will be adjusted based on the Actual PCR Volume as determined by the PCR Audit; <i>provided, that</i> the Monthly Fee shall not decrease by more than 10%.
Mobile Care Connect Variable Fee	Qty of trips. Should actual usage during any calendar month be less than 300 trips (the “ Floor ”), the Monthly Fee for such month will be \$300.00. Should actual usage during any calendar month exceed 1,800 trips (the “ Ceiling ”), the Monthly Fee for such month will be \$1,800.00. Should actual usage during any calendar month be more trips than the Floor but less trips than the Ceiling, the Monthly Fee for such month will be the per-trip fee indicated in the Order multiplied by the number of trips during such month.

Adjustments-to-Fees Addendum

Order No.: Q-07633

Product	Basis for Adjustment
ZOLL Billing	Qty of claims (the " Claim Volume ") listed in the line item in the Order. ZOLL may conduct an audit of Claim Volume following the 12th month after the Monthly Fees Commencement Date for ZOLL Billing and each anniversary of such date (a " Claim Audit "). Should actual Claim Volume (the " Actual Claim Volume ") for the preceding 12-month period (the " Claim Audit Period ") exceed 110% of the quantity of claims that was the basis for Monthly Fees in the Claim Audit Period multiplied by 12 (the " Estimated Claim Volume "), then ZOLL will invoice Customer for such excess multiplied by the following applicable per-claim price, determined as if such excess were the final claims in Actual Claim Volume, less any discounts specified in the Order: (i) \$4.25 per claim for 25,000 or fewer claims per year; (ii) \$4.05 per claim for 25,001 to 100,000 claims each year; or (iii) \$3.85 per claim for greater than 100,000 claims per year (the " Per-Claim Price "). Future billings of the Monthly Fee will be adjusted based on the Actual Claim Volume as determined by the Claim Audit; <i>provided, that</i> the Monthly Fee shall not decrease by more than 10%.
ZOLL Respond	Qty of trips (the " Trip Volume ") listed in the line item in the Order. ZOLL may conduct an audit of Trip Volume following the 12th month after the Monthly Fees Commencement Date for ZOLL Respond and each anniversary of such date (a " Trip Audit "). Should actual Trip Volume (the " Actual Trip Volume ") for the preceding 12-month period (the " Trip Audit Period ") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the " Estimated Trip Volume "), then ZOLL will invoice Customer for such excess multiplied by \$.80 per trip (the " Per-Trip Price "). Future billings of the Monthly Fee will be adjusted based on the Actual Trip Volume as determined by the Trip Audit; <i>provided, that</i> the Monthly Fee shall not decrease by more than 10%. Actual Trip Volume includes only trips that have entered transporting status.

Tiers: The following Tiers apply to emsCharts Air and emsCharts Ground based on the Qty of PCRs and to emsCharts Fire based on the Qty of Fire Reports:

Monthly Fees				Monthly Fees				Monthly Fees			
Qty	Air	Ground	Fire	Qty	Air	Ground	Fire	Qty	Air	Ground	Fire
1-1,000	\$603.00	\$120.00	\$120.00	25,001-30,000	\$6,416.00	\$1,275.00	\$1,275.00	65,001-70,000	\$12,558.00	\$2,496.00	\$2,496.00
1,001-3,000	\$1,316.00	\$262.00	\$262.00	30,001-35,000	\$7,184.00	\$1,428.00	\$1,428.00	70,001-75,000	\$13,326.00	\$2,649.00	\$2,649.00
3,001-5,000	\$2,029.00	\$403.00	\$403.00	35,001-40,000	\$7,952.00	\$1,580.00	\$1,580.00	75,001-80,000	\$14,094.00	\$2,801.00	\$2,801.00
5,001-8,000	\$2,742.00	\$545.00	\$545.00	40,001-45,000	\$8,719.00	\$1,733.00	\$1,733.00	80,001-85,000	\$14,861.00	\$2,954.00	\$2,954.00
8,001-12,000	\$3,455.00	\$687.00	\$687.00	45,001-50,000	\$9,487.00	\$1,886.00	\$1,886.00	85,001-90,000	\$15,629.00	\$3,106.00	\$3,106.00
12,001-16,000	\$4,168.00	\$828.00	\$828.00	50,001-55,000	\$10,255.00	\$2,038.00	\$2,038.00	90,001-95,000	\$16,397.00	\$3,259.00	\$3,259.00
16,001-20,000	\$4,881.00	\$970.00	\$970.00	55,001-60,000	\$11,023.00	\$2,191.00	\$2,191.00	95,001-100,000	\$17,165.00	\$3,412.00	\$3,412.00
20,001-25,000	\$5,648.00	\$1,123.00	\$1,123.00	60,001-65,000	\$11,790.00	\$2,343.00	\$2,343.00	-	-	-	-