



Medmastery Subscription Agreement COVER SHEET

This **Medmastery Subscription Agreement** (hereinafter "Agreement") is entered into this

01 day of July 2021 by and between Williamson County, Texas ("Customer"),

and Medmastery GmbH, Dr.-Petter-Straße 20, 5020 Salzburg, Austria ("Medmastery"), (each a "Party" and collectively "Parties").

1. General Provisions

Medmastery provides online training solutions by way of the Medmastery.com website. Customer desires to enter into a subscription agreement with Medmastery for the Services identified in the Order Form(s) upon the terms and conditions of this Subscription Agreement.

2. FORMAT

This Subscription Agreement comprises:

- This Cover Sheet (**to be SIGNED by the Parties**)
- Medmastery.com General Terms and Conditions
- Exhibit A - Medmastery Order Form(s) (**to be SIGNED by Parties**)
- Medmastery Privacy Policy at <https://www.medmastery.com/privacy-policy>

By signing below, Customer and Medmastery each confirm that they read and understood the provisions set out in the Medmastery Subscription Agreement, and that they agree to said provisions.

Medmastery:		Customer:	
by		by	
Name:	Christoph Schreinlechner 	Name:	Matt Biasatti
Title:	CFOO	Title:	Captain, Clinical Practice
Date:	July 1, 2021	Date:	



Medmastery GmbH General Terms and Conditions "Enterprise"

1. Definitions

- 1.1 **"Authorized User"**
means the Customer-designated individuals who may access and use the Services in accordance with this Agreement and as may be more fully defined in the Order Form. Except as otherwise defined in the Order Form, each Authorized User must have a unique identifier comprised either of the Customer email address or a permanent and unambiguous ID for such Authorized User. The Authorized User identifier may not be of a generic nature (e.g. john.doe@company.com is a unique identifier; whereas support@company.com, user1@university.edu, trainer@company.org, etc., are examples of generic user identifiers.)
- 1.2 **"Customer"**
means the contracting entity identified in the opening paragraph of this Agreement and its designated Authorized Users.
- 1.3 **"Designated Access"**
means the authentication method as stated in the Order Form.
- 1.4 **"Effective Date"**
means the lattermost date reflected in the Agreement signature block.
- 1.5 **"Indemnifiable Claim"**
means any claim, suit or proceeding brought against a Customer based on an allegation that the Services, or any part thereof, as used by Customer in accordance with this Agreement, infringes upon any patent, copyright, trademark or violates any trade secret rights of any third-party.
- 1.6 **"Group Administrator"**
means the administrator designated by Customer, and specified in the Order Form, who has reporting access and Authorized User management tools as determined by the Designated Access.
- 1.7 **"Medmastery Course Library" or "MMCL"**
means the subscription-based database of content in the languages defined in the Order Form that is available to Customer on the Site.
- 1.8 **"Order Form"**
means one or more documents attached to and incorporated into this Agreement which contain Customer's specific subscription information pertaining to the Services pursuant to this Agreement.
- 1.9 **"Renewal Order Form"**
means that document which may be attached to this Agreement which contains information pertaining to the renewal or extension of this Agreement. For the purposes of this Agreement, references to Order Form shall include Renewal Order Forms as well.
- 1.10 **"Services"**
means the MMCL offering specified in an Order Form as subscribed to by Customer.
- 1.11 **"Site"**
refers to the website maintained on the World Wide Web by Medmastery, available at <http://www.medmastery.com> and includes the Services.
- 1.12 **"Subscription Commitment Term"**
shall be the initial commitment term for the Services as set forth in the Order Form which will state the Subscription Start Date and the Subscription End Date.
- 1.13 **"Subscription Fee"**
means the agreed upon subscription fee for the Services as stated in the Order Form.

2. Subscription Rights

Medmastery hereby grants to Customer a limited-time, world-wide subscription and right to use the Services in accordance with this Agreement. Customer hereby acknowledges and agrees that it may only access the Services through the Designated Access identified in the Order Form, and only to the extent defined there. Only Authorized Users may use the Services. If Customer's subscription under an Order Form terminates, Customer's Authorized Users shall no longer have access to the Services under such Order Form. Customer has the sole discretion to



determine its Authorized Users.

3. **Fees and Payment, Taxes**

The Customer shall pay the Subscription Fees stated in the Order Form in accordance with the Authorized Users as described therein. All fees are non-refundable other than as expressly provided in Section 11 ("Term and Termination"). Fees shall be paid in USD, on or before the payment date stated in the Order Form. Customer shall be responsible for all applicable taxes (withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST) etc.) and/or duties imposed by any government entity or collecting agency based on the Services EXCEPT those taxes based on the net income of Medmastery. In the event Customer fails to satisfy its tax and/or duty obligations herein, Customer agrees to reimburse Medmastery upon demand for any taxes and/or duties paid on behalf of Customer.

4. **Proprietary Rights**

- 4.1 Medmastery shall retain all worldwide rights in the intellectual property in and on the Site, the "look and feel" of the Site, its color combinations, layout, and all other graphical elements, and the copyrights and rights of usage in and to its original content. The Site is copyrighted, trademarked, or otherwise protected, and owned or licensed by Medmastery. Except as expressly stated in or on the Site, this Agreement and/or the Order Form, nothing contained on or within the Site may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed without the prior written consent of Medmastery. Nothing in this Agreement grants Customer or any Authorized User an express or implied right to use any Medmastery intellectual property except as set forth in Section 2, above.
- 4.2 Medmastery may, at its sole discretion, change, modify, upgrade or discontinue any aspect or feature of the Site in whole or in part, including, without limitation, the offered content. Such changes, upgrades, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes to the Site. Notwithstanding the foregoing, in the event Medmastery modifies or discontinues any content or feature of the Site which results in reduction of functionality or degradation in the content or Site, Medmastery shall provide comparable functionality and/or content.
- 4.3 Medmastery reserves the right to monitor use of the Site and reserves the right to revoke or deny access to the Services to any Customer or Customer's Authorized User(s) Medmastery reasonably suspects is in violation of Section 5, "Customer's and Authorized Users Obligations and Restrictions". Access of the Services beyond that of normal patterns of use or that suggests abuse of the Services may result in revocation or denial of access to the Services at Medmastery's sole discretion following notice to Customer in accordance with Section 11.

5. **Customer's and Authorized Users Obligations and Restrictions**

- 5.1 Customer and Authorized Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site and Services.
- 5.2 Except to the extent permitted by applicable law, neither Customer, nor Authorized User may copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site beyond the contractually agreed extent, except as may be reasonably necessary in the ordinary course of business operations for back-up, testing and archival purposes.
- 5.3 Neither Customer nor Authorized User shall access and/or engage in any use of the Services (i) in a manner that abuses, materially disrupts or otherwise interferes with the networks, security systems, subscriber access, MMCL and/or website(s) of Medmastery, and/or (ii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise unlawful.
- 5.4 **Illegal Purposes**
The Services and Site shall not be used or accessed by Customer or Authorized User for fraudulent or illegal purposes, including, but not limited to any violation of copyright laws or other applicable laws worldwide.
- 5.5 **No Resale or Unauthorized Access**
Neither Customer nor Authorized User shall market, offer to sell, sell and/or otherwise resell the Services to any third-party or provide any commercial hosting service with access to the Site. Furthermore, Authorized Users shall not permit or provide unauthorized users Access to the MMCL using any Customer authentication code, user name, password, or any other authentication method.



6. Marketing

Customer agrees that Medmastery may identify Customer as a subscriber. Medmastery may use Customer's name in its marketing materials. Medmastery may also use Customer's logo (the "Marks") in marketing materials, providing Medmastery has first obtained Customer's consent.

Upon receipt of Customer's consent, Medmastery may use the Marks only in compliance with this Agreement and shall: (i) mark its use of the Marks with the symbol "TM", ®, or as appropriate; (ii) include the appropriate trademark attribution in reasonably close proximity to its first use of the Marks in any document or on a screen display; (iii) use the Marks so that each mark creates an impression which is separate and distinct from any other mark; (iv) not alter the Marks in any way, including, but not limited to, skewing, changing the color, rotating, separating logo elements or changing a typeface; (v) not use the Marks in any way that would disparage or injure Customer or its reputation; and (vi) in compliance with Customer's trademark policy, if any. Any other uses of the Marks by Medmastery not described or contemplated herein shall require Customer's additional written consent.

7. Privacy, Confidentiality and Data Protection

7.1 Privacy

Medmastery respects and pledges to protect Customer's data consistent with the Medmastery Privacy Policy, set out at <https://www.medmastery.com/privacy-policy> and incorporated as though fully set forth herein.

7.2 Confidentiality

"Confidential Information" means any non-public information and/or materials provided by a Party under this Agreement to the other Party and reasonably understood to be confidential. Unless expressly authorized in writing by the other Party, neither Party shall disclose to any third-party Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that (i) is publicly disclosed through no fault of the receiving Party; (ii) is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party; (iii) becomes known to the receiving Party from a third-party having an apparent bona fide right to disclose the information; or (iv) is confidential information that the receiving Party is required to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving Party supplies disclosing Party with timely notice of such court order or subpoena.

Either Party may, at its sole discretion, elect at any time, by written notice to the other Party, terminate that Party's further use of Confidential Information for any purpose. Upon receipt of notice such Party will promptly cease all further use of Confidential Information, return to the other Party all physical materials containing Confidential Information, whether the materials were originally provided by the disclosing Party or copied or otherwise prepared by the receiving Party, and erase or otherwise destroy any Confidential Information kept by either Party in electronic or other non-physical form.

The Parties acknowledge that the receiving Party shall not be required to return to disclosing Party or destroy those copies of Confidential Information residing on receiving Party's backup or disaster recovery systems or which must be maintained for regulatory or policy purposes. Such termination by either Party will not affect each Party's continuing obligations under this Section. Furthermore, Customer will keep in confidence all passwords and/or other access information related to the Services.

7.3 Data Protection

Customer represents and warrants to Medmastery that the Customer shall provide to Medmastery the minimum amount of personally identifiable information for each such Authorized User to enable such Authorized User to enjoy the benefit of this Agreement.

Customer also represents and warrants to Medmastery that it is entitled to transfer relevant personal data to Medmastery so that Medmastery can lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf. The Customer acknowledges that the Medmastery is reliant on the Customer for direction as to the extent to which Medmastery is entitled to use and process the personal data.

Consequently, Medmastery will not be liable for any claim brought by an Authorized User arising from any action or omission by Medmastery, to the extent that such action or omission resulted from the Customer's instructions.

8. Warranties

A handwritten signature in dark ink, appearing to be a stylized 'M' or similar character, located in the bottom right corner of the page.



8.1 Warranty

Each Party hereby warrants to the other Party that it has all necessary authority to enter into and perform its obligations under this Agreement. Medmastery warrants that (i) any services provided hereunder will be performed in a professional manner in accordance with prevailing industry standards; (ii) the Services will perform substantially in accordance with any applicable Medmastery documentation under normal use and circumstances; and (iii) the functionality of the services will not be materially decreased during the term. If the Customer is not a consumer, his or her exclusive remedy for any breach of these warranties shall be to terminate the Agreement in accordance with Section 11 ("Term and Termination").

8.2 Medmastery Disclaimer of Warranties

Medmastery does not pre-screen links to third-party websites, materials on sites external to Medmastery and the MMCL, or third-party material posted on the Medmastery site ("External Material"). External Material may also include, but is not limited to, offline and online content in blogs, forums, social media sites/sharing features, print, and instructor references found in the MMCL to third-party links or references.

Medmastery does not assume any responsibility for any External Material, is not liable for any claims related to External Material and provides External Material solely for reference and supplemental purposes for the convenience of Customer and its Authorized Users. Medmastery does not endorse or otherwise recommend any External Material, such third-party websites, references, or the products, services, or information there offered. Medmastery reserves the right to disable any hyperlink to the Site. Medmastery makes no warranty, either expressed or implied, for the accuracy, merchantability, fitness for a particular purpose, or non-infringement of the information provided by third parties. This includes, but is not limited to, any information found on a link located on this site that allows users to access information found on another site. Additionally, Medmastery does not warrant the existence or functionality of any website which can be accessed through a link located on this Site.

If the Customer is not a consumer, Medmastery hereby disclaims any and all warranties except those expressly set out under Section 8.1.

9. Indemnification

9.1 Defense or Settlement of Claims

Subject to Sections 9.2 and 9.3 below, Medmastery shall hold harmless, indemnify and defend Customer, and its subsidiaries and affiliates, and their respective successors, officers, directors, employees, contractors and agents, from and against any Indemnifiable Claim brought against Customer, provided Customer promptly notifies Medmastery in writing of its notification of an Indemnifiable Claim such that Medmastery is not prejudiced by any delay of such notification.

Medmastery shall pay reasonable attorney's fees, court costs, and damages finally awarded with respect to such Indemnifiable Claim and the reasonable costs associated with any settlement of any Indemnifiable Claim by Medmastery. Medmastery will have sole control over the defense and any settlement of any Indemnifiable Claim and Customer will provide reasonable assistance in the defense of same. Medmastery will reimburse Customer for reasonable expenses incurred in providing such assistance.

Medmastery shall not enter into any settlement agreement which imposes any obligation on Customer without Customer's prior written consent. Customer may participate in the defense or settlement of an Indemnifiable Claim with counsel of its own choice and at its own expense, however, Customer shall not enter into any settlement agreement or otherwise settle any such Indemnifiable Claim without Medmastery's express prior written consent or request.

9.2 Cures

Following notice of an Indemnifiable Claim, and in the event that an injunction is sought or obtained against the use of the Services subscribed to hereunder or in Medmastery's opinion is likely to be sought or obtained, Medmastery shall, at its option and expense, either (i) procure for Customer the right to continue to use the Services as contemplated herein; or (ii) replace or modify the Services to make the use non-infringing while being capable of performing the same function without degradation of performance. In the event the options set forth in subsections (i) and (ii) herein above are not reasonably available, Medmastery may at its sole discretion, upon written notice to Customer, terminate this Agreement, cancel access to the Services and refund to Customer any prepaid, but unused Subscription Fee(s), if any.

9.3. Limitation

Medmastery assumes no liability, and shall have no liability, for any Indemnifiable Claim based on (i) Customer's access to and/or use of the Services after notice that Customer should cease use of such Services



due to an Indemnifiable Claim; (ii) any unauthorized modification of the Services by Customer or at its direction; (iii) Customer's unauthorized combination of the Services with third-party programs, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Medmastery or involving any marking or branding applied at Customer's request.

9.4 Indemnification by Customer

Customer agrees to defend, indemnify and otherwise hold harmless Medmastery and its officers, directors, agents, employees, shareholders, successors and assigns from and against any cause of action or claim, including court costs, expenses and attorneys' fees, related to or arising from Customer's unauthorized use or modification of the MMCL which results in a third-party claim of infringement.

9.5 Exclusive remedy

The foregoing states each party's exclusive remedy with respect to any infringement claim hereunder.

10. Limitation of Liability

10.1. Except for (i) a party's indemnification obligation under Section 9, or (ii) a breach by Customer of Section 5, the total cumulative liability of either Party, their respective licensors and suppliers arising out of this Agreement and/or the termination thereof shall be limited to the sum of the amounts paid during the twelve (12) months immediately preceding the incident giving rise to the liability. The foregoing shall not limit Customer's obligations to pay any fees and/or other sums due under this Agreement.

10.2. Exclusion of consequential and related damages. Neither party shall be liable to the other party for any, special, consequential, exemplary, or other damages, or whether direct or indirect: (i) loss of data; (ii) loss of income; (iii) loss of opportunity; (iv) lost profits; and (v) costs of recovery or any other damages, however caused and based on any theory of liability, including, but not limited to, breach of contract, tort (including negligence), violation of statute, or otherwise, and whether or not such party has been advised of the possibility of such damages.

Medmastery shall furthermore not be liable for the content of the online training, including, without limitation, the correctness and lawfulness with regard to form and contents of the statements, texts, images, sound- or sound-image-carriers, source texts, instructions etc. contained therein. The material contained in the online training, such as programs or parts of programs, is intended exclusively for purposes of exercise and demonstration, and may not be used in production environments, in particular in security-relevant areas. Medmastery does not accept any liability for technical disruptions during the operation of the MMCL.

10.3. Notwithstanding Sections 10.1 and 10.2 above, Medmastery does not limit or disclaim

- any liability for death or personal injury;
- if the Customer is a consumer, any liability for gross negligence or intent; and
- if the Customer is not a consumer, any liability for very gross negligence or intent

11. Term and Termination

11.1 Term

This Agreement shall commence on the Effective Date. Customer's Subscription Commitment Term for accessing and using the Services under this Agreement shall commence on the date specified in the Order Form and shall continue for the duration stated therein. Thereafter, the Agreement shall terminate unless mutually renewed as evidenced in writing between the Parties, or as evidenced by an executed Renewal Order Form.

11.2 Termination for Cause

At any time, either Party may terminate this Agreement immediately upon written notice to the other Party (in accordance with Section 13.1) (i) if the other Party breaches any of its material obligations under this Agreement and such breach is not cured within thirty (30) days of receipt of written notice from the non-breaching Party; or (ii) if the other Party becomes insolvent or bankrupt, is liquidated or dissolved, or ceases substantially all of its business; or (iii) in the event of a breach by the other Party of Section 5 or Section 13.9.

11.3 Effect of Termination of Services



Upon expiration of Services authorized in the Order Form or Renewal Order Form, Customer will immediately discontinue all access and use of the Services. In as far as the Customer, during the Term of this Agreement, had been entitled to download content from the MMCL, the Customer shall be obligated after expiry of the Term to fully and provably delete all downloaded content and to ensure that all of the Customer's employees also delete such content. Neither Party shall be liable for any damages resulting from a termination of this Agreement in accordance with this Section 11.

In the event that Customer terminates the Agreement for a material and uncured breach by Medmastery, Medmastery shall refund to Customer any prepaid, but unused Subscription Fees calculated on a straight-line prorated basis for the remainder of the then current term. Those sections of the Agreement, which by their nature should survive, shall survive. Customer's obligation to pay outstanding undisputed Subscription Fees shall survive any termination of this Agreement.

11.4 Change of control

A change of control or change of the ownership structure or change of the corporate form of Medmastery shall not have any consequences for the continuation of this Agreement, except if such change leads to a negative deviation for the Customer from the terms and minimum standards defined by an order data processing agreement, if any.

12. Governing Law; Dispute Resolution; Forum and Venue

In the event of any dispute or claim arising out of this Agreement, the governing law and venue shall be as stated in the Order Form.

13. Miscellaneous Provisions

13.1 Notices

Notices may be provided either by electronic or physical mail as provided in the Order Form. If no email address is stated, then physical mail shall be the only method of providing notice. The person(s)/department(s) identified in the Order Form will receive notices on behalf of their respective Party. Each Party may change the persons/departments to which notices will be sent by giving notice to the other Party.

13.2 Assignment

Customer may not assign its rights or delegate its duties under this Agreement, either in whole or in part without the prior written consent of Medmastery (which consent shall not be unreasonably withheld), except that Customer may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Any attempted assignment or delegation without such consent shall be void. This Agreement will bind and inure to the benefit of each Party's successors and permitted assigns.

13.3 Waiver

The failure of either Party in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

13.4 Force Majeure

Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a Party.

13.5 Severability

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect to the extent permitted by law.

13.6 No Third-Party Beneficiaries

No person or entity not a Party to this Agreement will be deemed to be a third-party beneficiary of this Agreement or any provision hereof.

13.7 Entire Agreement

This Agreement, including the Cover Page, Order Form(s), Renewal Order Form(s) and any exhibits attached hereto, sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof.



and supersedes all prior and contemporaneous oral and written agreements and understandings, with respect to the same. No other rights are granted hereunder except as expressly set forth in this Agreement.

13.8 Order of Precedence, Conflicting Terms

To the extent Customer or Authorized User may be required to agree to or accept additional terms and conditions by way of an electronic authentication process (i.e. accept a "click through" subscription agreement), notwithstanding anything that may be contained in such click through subscription agreement, neither Customer nor its Authorized Users shall be held to any terms or conditions which are more restrictive or burdensome than the terms and/or conditions contained in this Agreement and Order Form. In the event of any conflict between any such click-through agreement and the terms of this Agreement and Order Form, the terms of this Agreement and Order Form shall prevail. Further, to the extent that there are quotes, purchase orders, request for proposals, and/or vendor forms or registrations with terms that conflict with this Agreement, this Agreement and the Order Form will prevail. Finally, in the event of any conflict between the terms contained in the Agreement and the Order Form, the terms of the Order Form shall take precedence.

13.9 Compliance with Laws

Both Parties agree to comply with all applicable local, state, national and foreign laws, rules and regulations including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the Services under this Agreement. Customer shall comply with all legal duties applicable to Customer, including obligations as data controller by virtue of Customer's role in determining Authorized Users. Specifically, Customer must provide the relevant persons and/or participants with all information Customer is required by law to provide, and, if necessary, must obtain the consent of these persons. Notwithstanding any other provision in this Agreement, Medmastery shall have the right to terminate this Agreement immediately upon determination by Medmastery that Customer is not in compliance with US export laws or violates any government privacy and/or data protection laws.

13.10 Counterparts

This Agreement may be executed in one or more counterparts and by facsimile or electronic signature, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

A handwritten signature in dark ink, appearing to be a stylized "M" or similar mark.



EXHIBIT A Medmastery Order Form

Contact Information	
Customer Name: Williamson County, Texas	Billing Contact: Matt Biasatti
Address: 3189 SE Inner Loop Ste A, Georgetown TX 78626 United States	Address: 3189 SE Inner Loop Ste A, Georgetown TX 78626 United States
Phone:	Phone:
Order Number (if applicable):	
Contact (Customer):	
Name: Matt Biasatti	Further contact information:
Title: Captain, Clinical Practice	Phone:
	E-Mail: mbiasatti@wilco.org
Medmastery GmbH:	
Customer Service: Medmastery GmbH Dr.-Petter-Straße 20 5020 Salzburg Austria office@medmastery.com Phone: +43 681 814 018 73	Sales Representative: Gina-Florentina Iordache
Legal Notices	
Attn: Christoph Schreinlechner, christoph@medmastery.com	

Service and Fee Summary		
1.	Group Administrator:	Matt Biasatti – email to be defined
2.	Authorized Users:	Students and faculty of the Williamson County EMS
3.	Type of Access	Pro Group Subscription
4.	Services:	<u>Medmastery Group Subscription:</u> - Access by Master Administrator to usage reports including illustration of video accesses, rankings and general usage - Viewing video courses online: Unlimited access to contents for designated Authorized Users within the framework of the defined Type of Access, on a 24/7 basis - Access to all new releases during the Term - Access to course downloads (PDF Factsheets) - CME credits for every Authorized User after successful completion of courses or workshops
5.	Minimum Subscription Term:	<u>One year</u>
6.	Subscription Term:	<u>Subscription Start Date:</u>



		<u>Subscription Expiration Date:</u>		
7.	Fees, Payment Date and Maximum Number of Authorized Users:	<u>Subscription Fees</u>	<u>Payment Date</u>	<u>Maximum Number of Authorized Users</u>
		\$ 7 800		30
8.	Designated Access:	Customer will have the ability to elect its choice of Designated Access for Authorized Users by means of: 1. User account (combination of the Authorized User's e-mail address and a password ("User Profile"))		
9.	Governing Law, Dispute Resolution, Forum and Venue	This Agreement shall be construed and governed by the laws of the Republic of Austria, without regard to the provisions of UN sales law. Salzburg in Austria shall be the place of jurisdiction.		
10.	Other:			

By signing below, Customer and Medmastery each confirm that they have read, understand and agree to the provisions set out in the Medmastery Subscription Agreement.

Medmastery:	Customer:
By	By
Name: Christoph Schreinlechner	Name: Matt Biasatti
Title: CFOO	Title: Captain, Clinical Practice
Date: July 1, 2021	Date:

Signature, Medmastery	Signature, Customer

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
MEDMASTERY SUBSCRIPTION AGREEMENT
(Medmastery GmbH d/b/a Medmastery)
(Online training for EMS)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Medmastery GmbH d/b/a Medmastery** (hereinafter "Medmastery"). Customer agrees to engage Medmastery as an independent contractor, to assist in providing certain operational goods/services pursuant to the following terms, conditions, and restrictions:



I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Medmastery Cover Sheet (to be SIGNED by the Parties);
- B. Medmastery.com General Terms and Conditions;
- C. Exhibit A - Medmastery Order Form(s) (to be SIGNED by Parties);
- D. Medmastery Privacy Policy at <https://www.medmastery.com/privacy-policy>; and
- E. This Williamson County Addendum.

II.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County



Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

IV.

Compliance with All Laws: Medmastery agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Payment: Medmastery will be compensated as set forth in Exhibit A - Medmastery Order Form, including attachments, which is incorporated herein as if copied in full.

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 later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The 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 The 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.

VI.

Termination for Convenience: After the first twelve (12) months, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: Medmastery agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Medmastery which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Medmastery agrees that Customer shall have access during normal working hours to all necessary Medmastery facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Medmastery reasonable advance notice of intended audits. In no circumstances will Medmastery be required to create or maintain documents not kept in the ordinary course of Medmastery's business operations, nor will Medmastery be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

IX.

Venue and Governing Law: Venue of this contract shall be Travis County, Texas, and the law of the State of Texas shall govern.

X.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

XI.

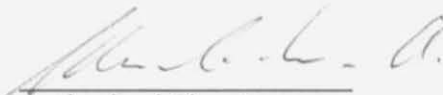
County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature
Date: _____, 2021

MEDMASTERY:



Authorized Signature
Date: July 1, 2021
CHRISTOPH SCHREINLECHNER, CFO

