

RESUSCITATION QUALITY IMPROVEMENT PROGRAM MASTER SERVICES AGREEMENT

This Resuscitation Quality Improvement (“RQI”) Master Services Agreement (“Agreement”) is entered into and effective as of the date this Agreement is fully executed below (“Effective Date”) by and between **RQI Partners, LLC** (“RQIP”), a Delaware Limited Liability Company with its principal place of business at 7272 Greenville Ave., Suite P2020, Dallas, Texas, 75231 and Williamson County, a political subdivision of the State of Texas, having its principal place of business at 911 Tracy Chambers Lane, Georgetown, TX 78626. **RQIP is a partnership between the American Heart Association (AHA) and Laerdal Medical Corporation**, specifically established to sell, service and support their Resuscitation Quality Improvement Program for customers on their behalf.

1. Definitions.

“**RQI**” means the Program portfolio as described in Section 2 and the subject of this Agreement.

“**HeartCode**” means the branded program, or its successors, which forms a part of the RQI Portfolio and delivers a program eLearning activity to enable learners to achieve a traditional AHA course completion ecard.

“**System Activation**” or “**Activation**” means the satisfactory installation of any equipment to be provided as a part of the Service, configuration of the learning platform, and proof that the system is operational evidenced by activation of systems for ten users.

“**Order Form**” means the ordering document representing purchase of any Services agreed to between the parties signed under this Agreement. The term “Order Form” also includes any subsequent document intended by the Parties to effect a change to the Service, such as a Change Order Form or Order Modification Form or Quotation.

“**Service**” means all services ordered by the Customer to be included in RQI Order Forms that are subject of this Agreement.

“**Users**” means Customer's employees, consultants, contractors, clients or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer, or by RQIP at Customer's request.

“**AAP**” means the American Academy of Pediatrics.

“**NRP**” means the Neonatal Resuscitation Program of the American Academy of Pediatrics.

“**NRP ILT Licenses**” means licenses for the instructor led training program of the American Academy of Pediatrics NRP Program.

“**Subscription**” means the unit of purchase for the Resuscitation Quality Improvement portion of the Program and involves a recurring program of activity over the defined period of the Agreement.

“**License**” means the unit of purchase for HeartCode and NRP ILT portion of the Program and involves the participation in learning activities as a one time or single activity.

2. Program Description – Resuscitation Quality Improvement (RQI).

The RQI portfolio of programs is a system developed jointly by the American Heart Association and Laerdal Medical AS to assist in the continuous improvement of resuscitation skills provided by healthcare workers. RQI Partners, LLC, is a partnership of the American Heart Association and Laerdal Medical Corporation established to sell, service and

support the RQI Program. The RQI portfolio of Programs also includes programs for the Neonatal Resuscitation Program (NRP) of the AAP, for which RQIP is the authorized licensee.

The program of services under this Agreement may utilize a variety of learning tools to assist in competence development through frequent, small quantities of learning activities, including performance feedback and measurement. The program of services implemented at Customer site includes some or all the following as specified in an Order Form:

- **Skills learning activities** for the practice of resuscitation skills using special simulation learning stations deployed at all locations;
- **Simulation Stations** that include all necessary equipment to ensure completion of skills learning activities;
- **Simulations & Feedback By Telephone** to allow emergency call takers to improve competence in guiding bystanders through critical resuscitation skills;
- **Knowledge and decision-making e-learning activities** and may include interactive web-based and video content;
- **HeartCode Program** an e-learning system which provides an alternative method of delivery of traditional AHA healthcare provider and course completion ecard;
- **NRP ILT Licenses** which provide eLearning and course completion materials developed by the AAP for the teaching of neonatal resuscitation skills and knowledge on instructor led programs.
- **Learning management system** to ensure the suitable management of learning activities within, reporting and administration of the program of services delivered to the customer;
- **Debriefing of Case Performance** to provide guidance on system improvement;
- **Rolling electronic eCredential maintenance** system that maintains the electronic credential for Verified Competence, compliance documents for the Customer, and the validity periods;
- **Get With The Guidelines -Resuscitation** system for collection of data and measurement of system improvement. Customers electing to engage in the Get With The Guidelines Resuscitation (GWTGR) system on an Order Form under this Agreement, must also have completed an American Heart Association Get With The Guidelines Unified Participation Agreement to be eligible in that activity.
- **Team Practice Activities** that provide the opportunity for participants to engage with teams in the practice of resuscitation events. If Team Practice Activities are to be added to the service, additional terms and conditions of delivery of the service will be provided with the Order Form.

3. Service.

- 3.1. **Provision of Service.** Customer agrees that the purchase of User Subscriptions or Licenses for Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by RQIP with respect to future functionality or features.
- 3.2. **Additional Users.** User Subscriptions for the Service are for named Users and cannot be shared or used by more than one User but may be reassigned by Customer to new Users replacing former Users who have separated from employment, changed job status or function, or otherwise no longer require ongoing use of the Service. Licenses for HeartCode and NRP ILT cannot be shared, used by more than one User or re-assigned. Licenses are considered consumed at User commencement in the program. Customer acknowledges that RQIP may conduct

consumption audits and invoice Customer, and Customer agrees to pay, for any consumption above the number of Subscriptions and/or Licenses specified in Customer's Order Forms, and also adjust future billing rates to the new Subscription and/or Licenses levels indicated by Customer's actual consumption. Unless otherwise specified in the relevant Order Form:

- (a) the term of the additional User Subscriptions and/or Licenses shall be coterminous with the expiration of the then current Subscription term; and
- (b) pricing for the additional User Subscriptions and/or Licenses shall be the same as that for the pre-existing Subscriptions or Licenses, prorated for the remainder of the then current term.

3.3. Administrative Users. Each Subscription will include a number of User accounts that include limited system administration features, the number of which shall be agreed from time to time between the parties.

3.4. Authorized Support Contacts. Customer will designate one or more Administrative Users who are authorized to invoke technical support and permit technical support technicians to access and make changes to Customer's Services.

4. Use of the Service.

The Service included in the Fees stated on the Order Form may include:

- 4.1. Simulation Learning Stations-** all equipment for skills simulation activities as provided on the Order Form (not including the use of any consumables required to operate the equipment). Except in the case of an out of box failure or product defect, Customer is responsible for replacing, where applicable, manikin faces and lungs, wipes, adult and infant bag, adult and infant clothing. Customer acknowledges that in receiving the Service it does not take title or ownership to any of the equipment provided for the Services under this Agreement.
- 4.2. System Activation** – services to ensure that equipment installed at the Customer's site is operational and that site administrators have been orientated to enable them to manage and operate the provided systems. An Activation Fee shall be included on the Order Form to cover such establishment charges.
- 4.3. Equipment Support** – services to ensure that the provided equipment for the Service remains operational and functional. In the case of failure of equipment RQIP will, as far as commercially reasonable, undertake to repair or replace at its own discretion and expense within five working days of the reported failure.
- 4.4. Customer Support** - standard telephone and online support to Customer's Authorized Support Contacts during normal RQIP Support Hours (generally Monday-Friday, 8 a.m. to 8 p.m. and Saturday 10 a.m. to 6 p.m. Eastern time, except holidays), which are subject to change.
- 4.5. Software and Data Handling** - use of commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond RQIP's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, acts of terror, strikes or other labor problems (other than those involving RQIP employees), computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within RQIP possession or reasonable control, and network intrusions or denial of service attacks.

5. Customer Responsibilities. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) use commercially reasonable efforts to preserve and care for the Simulation Learning Stations and prevent unauthorized access to, or use of, the Service, and notify RQIP promptly of any unauthorized use; (c)

comply with all applicable local, state, federal, and foreign laws in using the Service and not use the Service in a manner that would violate any federal or state laws of the United States; and (d) not move any RQIP equipment beyond the designated facility where it was installed, modify, dispose of, transfer or otherwise devalue the Simulation Learning Stations without prior written approval by RQIP.

6. Fees & Payment.

6.1. Fees. Customer shall pay all fees specified in all executed Order Forms. Except as otherwise stated on an Order Form, all fees are quoted and paid in United States dollars. In the case of the Service, and except for Activation Fees and other services as stated on an Order Form:

- (a) fees are based on the number of User Subscriptions and/or Licenses purchased on the relevant Order Form, not the extent of actual consumption;
- (b) fees are non-refundable; and
- (c) the number of User Subscriptions and/or Licenses purchased cannot be decreased during the relevant term stated on the Order Form.

6.2. Customer Invoicing & Payment. Customer shall provide complete and accurate billing and contact information to RQIP and notify RQIP of any change to such information. Fees for the Service will be invoiced in advance in accordance with the terms set forth in the relevant Order Form. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at RQIP's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date the payment was due until the date paid.

6.3. System Activation, Subscription, and License Fees. Upon completion of equipment delivery and System Activation as defined in Section 1 of this Agreement RQIP will initiate immediate billing for the Activation Fees. Unless otherwise provided on the Order Form, the fees for Subscriptions, and associated billing, on the Service shall commence on System Activation, provided, however, if the System Activation occurs on or before the 15th day of the month, then invoicing for Subscriptions shall commence as the 1st day of the same month. If the System Activation occurs on or after the 16th day of the month, then invoicing for Subscriptions shall commence as of the 1st day of the following month. In the case of Licenses, the Order Form shall state whether the fees for Licenses and associated billing, on the Service shall be upfront in the month of Activation or by periodic payment over the term of the contract.

6.4. Taxes. Unless otherwise stated, RQIP's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on RQIP's income. If RQIP has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless the Customer qualifies for exemption of some or all of the Taxes and Customer provides RQIP with a valid tax exemption certificate authorized by each appropriate taxing authority.

6.5. Suspension of Service. If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, RQIP reserves the right to suspend the Service provided to Customer, without liability to Customer, until the overdue amounts are paid in full.

7. Proprietary Rights.

- 7.1. Reservation of Rights.** Customer acknowledges that in providing the Service, RQIP utilizes (a) trademarks and service marks; (b) certain audio and visual information, documents, software and other works of authorship; and (c) other technology, software, hardware, products, know-how and other trade secrets, designs, inventions and other tangible or intangible technical material and other intellectual property licensed to RQIP (collectively, "RQIP Licensed IP") and that the RQIP Licensed IP is covered by intellectual property rights licensed to Customer under this Agreement (collectively, "RQIP IP Rights"). Other than as expressly stated in this Agreement, no license or other rights in or to the RQIP Licensed IP or RQIP IP Rights are granted to Customer, and all licenses and rights are expressly reserved.
- 7.2. License Grant.** To the extent Customer orders Services under this Agreement, RQIP grants Customer and its Users a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the Service in accordance with the terms of this Agreement.
- 7.3. Restrictions.** Customer shall not (a) modify, copy or create derivative works based on the Service or RQIP Licensed IP; (b) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets; (c) disassemble, reverse engineer, or decompile the Service or RQIP Licensed IP, or access it in order to (i) build a competitive product or service; (ii) build a product or service using similar ideas, features, functions or graphics of the Service; or (iii) copy any ideas, features, functions or graphics of the Service; or (d) permit any use, removal or changes to any branding marks or logos on any components of the Service.

8. Customer Data.

- 8.1. General.** As between RQIP and Customer, all data obtained by RQIP from Customer through the provision of the Service, including all data results compiled by RQIP in providing the Service ("Customer Data") is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Customer grants RQIP, the American Heart Association and Laerdal Medical, an unrestricted, royalty-free, irrevocable license to maintain and distribute aggregated compilations of Customer Data ("Aggregated Data") and to use such Aggregated Data for future studies and reports; provided, that the Aggregated Data will not reveal any personal information or the identity of Customer or any information in violation of FERPA (as defined below).
- 8.2. Learning Service Data.** RQIP may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request. Customer agrees that RQIP may distribute certain Customer Data to support service, licensing and accreditation organizations for the benefit of Users. RQIP will release the minimum data required to adequately credit Users for educational activities completed.

9. Confidentiality.

- 9.1. Definition of Confidential Information.** As used in this Agreement, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected

in all Order Forms under this Agreement). Confidential Information expressly includes all proprietary information and details that are generally considered “trade secrets” in the medical education and quality improvement services, medical and health-related technology and resuscitation technology industries. Confidential Information (except for Customer Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

9.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

9.3. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 9, the Disclosing Party shall have the right, in addition to any other remedies, to seek injunctive relief, restraining order or other equitable relief to prevent breaches of this Section 9, it being specifically acknowledged by the parties that a violation of any of the terms of this Section 9 will cause the Disclosing Party irreparable injury for which adequate remedy at law is not available.

10. Warranties.

10.1. General. Each party represents and warrants that it has the legal power to enter into this Agreement. RQIP represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision of the Service; (ii) it owns or otherwise has sufficient rights to the Service and the RQIP Licensed IP to grant the rights and licenses granted in this Agreement; and (iii) the Service, RQIP Licensed IP and RQIP Licensed Rights do not infringe any intellectual property rights of any third party.

10.2. Non-Exclusion. RQIP represents and warrants that RQIP, its officers, directors, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320a-7b(f) (the “federal healthcare programs”), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in RQIP being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty and RQIP shall immediately notify Customer of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Customer the right to terminate this Agreement immediately for cause.

10.3. FERPA. RQIP represents and warrants that it will not disclose any information in violation of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act

Regulations (34 CFR Part 99), as amended or otherwise modified from time to time, and that Education Records, as defined by FERPA, shall remain in the ownership of Customer.

10.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, RQIP MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. RQIP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Mutual Indemnification.

RQIP shall defend, indemnify, save, and hold harmless Customer its trustees, officers, employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by Customer to the extent arising out of any claim, action or proceeding for the negligent acts or omissions of RQIP.

Customer shall defend, indemnify, save, and hold harmless RQIP its officers, employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by RQIP to the extent arising out of any claim, action or proceeding for the negligent acts or omissions of Customer.

12. Limitation of Liability.

12.1. Limitation of Liability. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 6 (PAYMENT OF FEES), 7.3 (RESTRICTIONS), 9 (CONFIDENTIALITY), and 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$50,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICE.

12.2. Exclusion of Consequential and Related Damages. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 9 (CONFIDENTIALITY) and 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

12.3. Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

13. Term & Termination.

13.1. Term of Agreement. The Initial Term of this Agreement begins on the Effective Date and continues for **12** months from the date of System Activation. The parties may agree to extend or renew the Term of this Agreement, providing that the extension or renewal is approved in writing by both parties on an Order Form and states the conclusion date of the extended term, the price for the respective Subscriptions, Licenses, services and any changes to the terms of services.

13.2. Term of User Subscriptions and Licenses. The actual start date of terms for Licenses and Subscriptions are not determinable at the time of purchase. Upon System Activation, the commencement date of Licenses and Subscriptions purchased hereunder will be determined pursuant to 6.3 based on the *date from which* the

Customer is to be invoiced for the first time under this Agreement and shall continue for the respective term specified on the Order Form.

13.3. Termination for Cause. A party may terminate this Agreement for cause: (a) upon thirty (30) days written notice of a material breach to the other party if the breach remains uncured at the expiration of the cure period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, RQIP shall refund Customer any prepaid fees for the Service for the remainder of the User subscription term after the date of termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to RQIP prior to the effective date of termination.

13.4. Effect of Termination.

- (a) **No Release.** The expiration or termination of this Agreement, for any reason, shall not release either Party from any obligation or liability to the other party under this Agreement that has already accrued, including any payment obligation, or that accrues between notice of termination and the effective date of termination. Following the termination of this Agreement, RQIP will invoice the Customer for any outstanding fees and expenses due and owing under this Agreement, and the Customer shall pay all such amounts to RQIP in accordance with the payment terms set forth in Section 6.
- (b) **Return of Materials.** Upon termination of this Agreement, Customer shall:
 - (i) in accordance with instructions given by either RQIP or its Service Provider, use reasonable care to remove any RQIP Equipment located at the Customer's premises, package all items, and insure and safely return such equipment to the address specified at the expense of the customer;
 - (ii) provide reasonable cooperation and assistance to and appropriate access by RQIP or its Service Provider for deactivating the Services; and, if applicable, removing equipment; and
 - (iii) if termination was by RQIP for cause or for convenience by Customer, pay all reasonable fees and expenses related to the deactivation, removal, packaging, shipping and delivery of, and any tangible items related to, the Services, including travel costs if work at Customer's location(s) is required.

13.5. Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 5 through 9, 11, 12, and 16 and paragraph 13.4.

13.6. Termination for Convenience. 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, Customer will only be liable for its pro rata share of services rendered and goods actually received.

14. General Terms for Order Form - An Order Form and the use of the Service(s) ordered shall be governed in all cases by this Master Services Agreement between RQIP and Customer. An Order Form shall state any services or changes to be covered by the Order Form, pricing for any services to be provided under the Order Form, and any special conditions. Any additional terms and conditions specific to the Service(s) shall not be effective until the Order Form is signed by Customer's authorized representatives. If an Order Form is to be agreed between the parties at the time of signing this Agreement, it shall be included as Exhibit A and shall be considered authorized by the signing of this Agreement. The Order is intended by both parties to run for the full term for each Service in the Order Details, and Customer acknowledges by signing the Order Form that Customer is aware of the current expiration date of the Agreement and the provisions for renewal and termination.

15. General Provisions.

- 15.1. Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 15.2. Notices.** All required notices under this Agreement shall be given to the party's address first written above, in writing by (i) personal delivery, (ii) a nationally recognized, next-day courier services, (iii) first class registered or certified mail, postage prepaid. A notice given under this Agreement will be effective on the other party's receipt of the notice; or if mailed, the earlier of the other party's receipt of it or the fifth business day after mailing.
- 15.3. Publicity.** Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.
- 15.4. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 15.5. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

- 16. Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

- 17. 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 later of (1) the date Customer 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 Customer 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 Customer'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.

- 18. Right to Audit.** RQIP agrees that Customer 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 RQIP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. RQIP agrees that Customer shall have access during normal working hours to all necessary RQIP 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 RQIP reasonable advance notice of intended audits

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

20. 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 Customer's rights.

21. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Governing Law and Venue. This Agreement shall be governed exclusively by the law of the State of Texas. The courts of Williamson County, Texas shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party consents to the exclusive jurisdiction of these courts. Each party also waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

22. Entire Agreement. This Agreement, including all exhibits and addenda and all Order Forms signed under this Agreement, constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum, or Order Form, the terms of the exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary within it, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

23. Counterparts. This Agreement may be executed in counterparts, either in physical or digital form, which, taken together, shall form one legal instrument.

AGREED

RQI Partners, LLC

By: Julie Buckingham

Print Name: Julie Buckingham

Title: Program Director, RQI T-CPR

Date: 1/4/2023

Williamson County

By: _____

Print Name: _____

Title: _____

Date: _____

Quote good through: May 2, 2022

Exhibit A

Quotation


 An American Heart Association®
and Laerdal® Program

RQI Partners LLC
 7272 Greenville Avenue
 Dallas,
 Texas 75231
 USA

 Quote#: [REDACTED]
 Date: December 28, 2022
 Expires On: March 1, 2023

CUSTOMER:
 Katherine (Kate) Wolf
 Williamson County Emergency Communications
 911 Tracy Chambers Lane
 Georgetown
 Texas
 United States
 78626

ACCOUNT MANAGER:
 Julie Buckingham
 julie.buckingham@qipartners.com

PRODUCTS FAMILY: RQI				
PRODUCT	QUANTITY	CONTRACTED TERM	PRICE PER UNIT	TOTAL PRICE
RQI Telecommunicator CPR Course Essentials	65	12	\$55.00	\$3,575.00
RQI Telecommunicator Perpetual Curricula Challenger	65	12	\$20.00	\$1,300.00
RQI Telecommunicator Perpetual Curricula	65	12	\$100.00	\$6,500.00
RQI Telecommunicator CPR Simulation Skills Training	65	12	\$55.00	\$5,500.00
RQI Telecommunicator CPR Simulation Skills Training	100	12		
RQI Telecommunicator Cardiac Arrest Case Review Program				
PRODUCTS FAMILY: SERVICES				
PRODUCT	QUANTITY	CONTRACTED TERM	PRICE PER UNIT	TOTAL PRICE
RQI T-CPR Activation Fee	65	12	\$0.00	\$0.00
Activation fee for RQI-T				
QUOTE TOTALS				
			Quote Total:	\$16,875.00

Exhibit A

Terms and Conditions

All Prices are in USD

This quotation represents a good faith offer for services offered by RQI Partners LLC. Unless withdrawn orally or in writing by RQI Partners prior to acceptance, this quotation will be accepted by signing and returning to the representative of the Company that made the offer. The agreement created by your acceptance of the offer guarantees the pricing indicated in this quotation. The aforementioned notwithstanding, to the extent RQI Partners requires a Master Service Agreement with your purchase or you have already entered into a Master Service Agreement with RQIP, then this quotation is subject to the additional terms and conditions in the Master Service Agreement that your organization and RQI Partners will be required to execute, or will be subject to a Master Service Agreement that already exists with your organization. You will have 60 days to review and accept or reject the offer without any penalty to you. After that 60-day period, the offer in the quotation will expire, unless extended by RQI Partners.

The customer acknowledges that RQI Partners may conduct usage audits and agrees to pay, as will be provided for in the Master Service Agreement, for any usage above the number of subscriptions specified in this quotation and/or the final Order Form. In the event Customer does not enter into a Master Service Agreement, Customer nonetheless understands and agrees that RQI Partners may conduct usage audits and agrees to pay for any usage above the number of subscriptions specified in this quotation and/or final Order Form. Except in the case of out of box failure or product defect, the customer may be responsible for replacing manikin faces, lungs and wipes, adult and infant resuscitation bags and manikin clothing.

This quotation is exclusive of relevant sales taxes. Relevant sales taxes will be added to all invoices unless customers provides evidence of tax-exempt status. The State tax is State dependent and not known at this time.

Customer agrees to be bound by the Terms and Conditions and to pay all amounts shown on this Quotation. Subscription and license fees may be invoiced over the term of the agreement. The default invoicing frequency will be annual, unless customer indicates otherwise. Alternate invoice frequencies include upfront, semi-annual, quarterly and monthly. Fees for activations, custom services and licenses not covered by an MSA will be invoiced upon delivery.