

## Supplementary Purchase Agreement for Participating Member Defibrillator Capital Equipment and Accessories Agreement No. LOC01889024

This Supplementary Purchase Agreement (“Agreement”) is made between ZOLL Medical Corporation (“ZOLL”), and Olathe Fire Department, headquartered at 1225 South Hamilton Circle, Olathe, KS 66061, on its own and on behalf of its affiliates (collectively, “Customer”) as defined below. Customer is a participating member of the group purchasing organization, Public Safety Association Inc. (the “GPO”). ZOLL and the GPO have previously entered into that certain GPO Agreement PSAI 2021-06 dated as of November 12, 2021 (the “Underlying Agreement”) to allow for the purchase by participating members of ZOLL capital equipment, software, accessories and/or supplies (collectively “Products”). Customer wishes to purchase Products from ZOLL under the Underlying Agreement and is willing to make the supplementary commitments described herein to enable ZOLL to offer terms more favorable than in the Underlying Agreement. This Agreement will be effective upon the date of last signature (“Effective Date”). The terms of the Underlying Agreement are hereby incorporated herein.

For the purposes of this Agreement "Affiliate" means all entities that are listed as an affiliate in Exhibit A attached hereto, subject to additions and deletions as set forth herein. Customer may add entities as Affiliates after the effective date of this Agreement upon providing ZOLL with written notice of addition and written Agreement to the terms and conditions set forth in this Agreement. Affiliate(s) are responsible for notifying ZOLL Customer Service directly of the Agreement number above, in order to ensure they receive the Agreement pricing.

- 1) **Agreement Pricing:** In consideration for the Customer’s commitments set forth herein (collectively, the “Commitments”), ZOLL shall offer the Product pricing set forth in Exhibit B.
- 2) **Committed Volume Discount:** During the Term, the Customer shall purchase 95% of its defibrillator equipment, accessories and supplies exclusively from ZOLL.
- 3) **Co-Marketing Discount:** During the Term, the Customer hereby (a) grants to ZOLL the right to use the Customers’ name in brochures for marketing purposes as a user of ZOLL products; (b) grants to ZOLL the right to use Customer as a reference site to other ZOLL customers or potential customers; (c) agrees to make Customers’ facilities available for demonstration(s) to ZOLL customers or potential customers; (d) agrees to work with ZOLL on the evaluation of product and propose product features by serving as a Customer Acceptance Trial Site; and (e) agrees to provide to ZOLL non-confidential competitive data and market intelligence regarding the defibrillator markets. Such information can take the form of non-confidential pricing, product information, brochures, etc.
- 4) **Commitment Performance:** In the event that Customer fails to fulfill the Commitments for any 12-month period during the Term, ZOLL may elect to terminate this Agreement (in which case the Customer’s pricing would revert to the prices set forth in the Underlying Agreement) or to decrease the Customer’s discount, in ZOLL’s sole discretion.
- 5) **Term of Agreement:** The term of this Agreement (“Term”) will be coterminous with the Underlying Agreement.
- 6) **General:** Unless otherwise specified herein, no additions to or modification of any of the terms and conditions specified herein shall be binding unless made in writing and signed by duly authorized representatives of the parties.

## ADDENDUM NO. 1

### TO

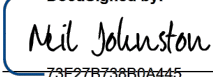
#### Supplementary Purchase Agreement for Participating Member

1. **TERMINATION FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of purchasing Commitment volume to Vendor under this Agreement, City may provide a 60-day written termination notice to Vendor, or by mutual agreement, reduce purchasing Commitment volume under this Agreement. Upon expiration or termination of this Agreement all amounts, if any, owed to ZOLL under this Agreement before such termination will become immediately due and payable.
2. **KANSAS ACT AGAINST DISCRIMINATION.** *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:
  - a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
  - b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
  - c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
  - d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
  - e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

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**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Supplementary Purchasing Agreement as of the date appearing below their respective signatures.

**ZOLL MEDICAL CORPORATION**

By:   
Name: Neil Johnston  
Title: VP Worldwide Sales Resuscitation  
Date: 3/12/2024

**OLATHE FIRE DEPARTMENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**EXHIBIT A  
Affiliates**

<i>Name</i>	<i>Address</i>	<i>Customer Number</i>
Shawnee Fire Department Shawnee & Lake Quivira	6501 Quivira Road, Shawnee, KS 66216	198797
Consolidated Fire District #2 NE Johnson County	3921 W. 63 <sup>rd</sup> Street, Prairie Village, KS 66208	197733
Johnson County Fire District #1 SW Johnson County Gardner & Edgerton	490 New Century Parkway, New Century, KS 66031	202752
Leawood Fire Department	14801 Mission Road, Leawood, KS 66224	200577
Lenexa Fire Department	9620 Pflumm Road, Lenexa, KS 66215	197765
Northwest Consolidated Fire District NW Johnson County & De Soto	9745 Kill Creek Road, De Soto, KS 66018	331444
Overland Park Fire Department Overland Park & Merriam	12401 Hemlock Street, Overland Park, KS, 66213	201333

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**EXHIBIT B**  
**Agreement Pricing**

ZOLL shall offer the Products at the following discounted prices:

<i>Part number</i>	<i>Product Description</i>	<i>UOM</i>	<i>Agreement Price</i>
8000-0375-01	KIT SOFTCASE, AED PLUS TRAINER2	EA	73.00
8000-0802-01	REPLACEMENT SOFTCASE	EA	93.44
8000-0807-01	TYPE 123 LITHIUM BATTERIES	PKG	67.16
8000-0819-01	SIMULATOR / TESTER	EA	233.30
8000-0822	TRAINER US AC ADAPTER	EA	47.45
8008-000052-01	TRAINER2, AED PLUS, AHA, ENGLISH FULLY AUTOMATIC	EA	325.58
8008-0006-01	AED PLUS, TRAVEL TRAINER, (REF: 9355-0015-01)	EA	342.37
8008-0050-01	AED PLUS TRAINER2 UNIT	EA	325.58
9650-0300-01	OPERATOR'S GUIDE	EA	5.84
9650-0301-01	MANUAL, ADMINISTRATORS, ZOLL AED PLUS, WITH CPR, ENGLISH	EA	5.84
9650-0851-01	VIDEO, FIRST RESPONDERS, AED PLUS	EA	23.36
9658-0413-01	DVD, SETUP AND PRACTICE VIDEOS, AED PLUS	EA	8.76
8000-0815	USB IRDA ADAPTER, (REF: 9355-0807, ACT-IR2000-UL, ACT-IR2002UL)	EA	93.44
8000-0816	RS-232 IRDA ADAPTER, (REF: 9355-0808, ACT-IR220L+)	EA	93.44
8900-0804-01	TRAINING CPR-D PADZ ELECTRODE, WITH 1 PAIR REP. GEL	CS	98.29

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8000-0810-01	AED PRO SOFT CARRY CASE	EA	93.44
8000-0829-01	AED PRO SIMULATOR.	EA	296.38
8000-0832-01	AED PRO MOLDED VINYL CARRY CASE WITH SPARE BATTERY COMPARTMENT	EA	147.46
8000-0838	AED PRO ECG CABLE AAMI	EA	142.35
8000-0843-01	CD-ROM, ZOLL ADMINISTRATION SOFTWARE (ZAS), AED PRO	EA	24.82
8000-0860-01	AED PRO NON-RECHARGEABLE LITHIUM BATTERY PACK	EA	142.35
8000-0860-30	KIT, BATTERY PACK, DISPOSABLE, LITHIUM, CLASS 9, AED PRO (AW)	EA	178.85
8000-0875-32	AED PRO HARD CASE WITH FOAM CUT-OUTS (PELICAN)	EA	204.40
9650-0309-01	AED PRO SERVICE MANUAL	EA	48.91
9650-0350-01	AED PRO REPLACEMENT OPERATOR GUIDE	EA	24.82
8019-0535-01	SUREPOWER* RECHARGEABLE LITHIUM ION BATTERY PACK	EA	675.25
8000-000696	ZOLL AED 3 BATTERY PACK	EA	135.78
8000-000925	ZOLL AED SIMULATOR	EA	237.25
8000-001250	ZOLL AED 3 CARRY CASE	EA	102.20
8000-001251	POUCH, BATTERY, ZOLL AED 3	EA	17.52
8000-001252	SHOULDER STRAP, CARRY CASE, ZOLL AED 3	EA	13.14
8000-001253	SMALL RIGID PLASTIC CARRY CASE, ZOLL AED 3	EA	250.39
8000-001254	LARGE RIGID PLASTIC CARRY CASE, ZOLL AED 3	EA	267.18
8000-001255	BRACKET, WALL MOUNT, ZOLL AED 3	EA	46.72
8000-002008	ZOLL AED 3 TRAINING POWER ADAPTER, NORTH AMERICA	EA	224.84

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8000-0804-01	KIT, CABLE ADAPTER, UNIVERSAL ZOLL AED PLUS	EA	93.44
8700-000764-01	AUTOPULSE TRAINING SYSTEM-LI-ION	EA	8,737.76
8700-000850-40	AUTOPULSE QUICK CASE, BLUE	EA	585.88
8700-001012-01	AUTOPULSE NXT LI-ION BATTERY	EA	1,239.66
8700-001017-01	AUTOPULSE NXT SHOULDER RESTRAINT	EA	82.45
8700-001018-01	AUTOPULSE NXT QUICK CASE	EA	765.33
8700-001022-01	AUTOPULSE NXT HYGIENE BARRIER (3 PACK)	EA	17.46
8700-001071-01	AUTOPULSE NXT CHARGER, NORTH AMERICA	EA	3,282.48
8700-001090-01	AUTOPULSE NXT BAND (3 PACK)	PKG	309.43
8700-001091-01	AUTOPULSE NXT BAND (6 PACK)	PKG	618.86
8700-0704-01	BATTERY CHARGER POWER CORD	EA	11.64
8700-0707-01	LIFEBAND TRAINER	EA	412.25
8700-0708-01	AUTOPULSE GRIP STRIPS	PKG	17.46
8700-0709-01	AUTOPULSE SHOULDER RESTRAINT	EA	71.78
8700-0710-01	AUTOPULSE HEAD IMMOBILIZER (5 PER PACKAGE)	PKG	65.96
8700-0711-01	AUTOPULSE BACKBOARD CABLE TIES	PKG	82.45
8700-0712-01	AUTOPULSE SOFT STRETCHER	EA	152.29
8700-0717-01	AUTOPULSE HYGIENE BARRIER - ONE EACH.	EA	15.52
8700-0718-01	AUTOPULSE MANIKIN	EA	219.22
8700-0752-01	AUTOPULSE LI-ION BATTERY	EA	975.82

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8700-0753-01	AUTOPULSE MULTI-CHEMISTRY BATTERY CHARGER	EA	2,711.15
9658-0716-01	AUTOPULSE IN-SERVICE TRAINING VIDEO (DVD)	EA	24.25
12-0869-000	RESQCPR DEMO KIT	EA	74.69
12-0935-000	RESQCPR CARRYING CASE	EA	74.69
12-2116-000	MANIKIT	EA	197.88
12-2507-000	RESQCPR TRAINING KIT	EA	863.30
8000-001814	RD SET DCI, ADULT SPO2 SENSOR, 3 FT	EA	262.80
8000-001815	RD SET DCI-P, PEDIATRIC/SLENDER DIGIT REUSABLE SPO2 SENSOR, 3 FT	EA	311.71
8000-0298	LNCS REUSABLE SP02 PATIENT CABLE (4 FT), (REF: 9355-0298, 2017)	EA	200.75
8000-000105	RD SET DBI ADULT SOFT SENSOR, 3 FT (REF: 4052)	EA	298.57
8000-000459	M-LNCS DCI REUSABLE SENSOR, (REF:2501)	EA	262.80
8000-0053	DEFIBRILLATOR GEL - 12 TUBES	CS	70.08
8000-0379	LNCS DBI, 3' REUSABLE SENSOR FOR USE WITH LNCS OR RED LNC PATIENT CABLES, (REF: 9355-0379, 2653)	EA	298.57
8009-0020	CPR-D PADZ CONNECTOR FOR R SERIES ONESTEP CABLE	EA	343.83
8009-0751-01	SIMULATOR, SEETHRU CPR	EA	437.27
8050-0030-01	SUREPOWER CHARGING STATION	EA	2,123.57
8050-0032-01	SUREPOWER CHARGER BATTERY WELL SPACER.	EA	19.71
8200-000100-01	SINGLE BAY CHARGER, DOMESTIC	EA	882.57
8300-000006	DC AUXILIARY POWER SUPPLY, PROPAQ/X	EA	1,411.82
8300-0250-01	CHARGER ADAPTER, SUREPOWER II BATTERY	EA	275.94



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8300-0500-01	4 BAY SUREPOWER CHARGER W/4 CHARGER ADAPTERS	EA	2,411.92
9652-0605-01	12-LEAD ECG POCKET REFERENCE CARDS (25 PER PACK)	EA	46.72
8000-0294	LNCS ADULT REUSABLE SP02 SENSOR, (REF:9355-0294, 1863)	EA	262.80
8000-0295	LNCS PEDIATRIC REUSABLE SP02 SENSOR, (REF: 9355-000295, 1864)	EA	311.71
024-0012-00	POWER SUPPLY, 100-240 VAC, 100W, 24V, 4.2A, IEC 320 & DT7L PLUGS	EA	140.25
703-0003-00	ASSEMBLY, KIT, BRACKET, MOUNTING, WALL, VEHICLE	EA	73.10
703-0731-17	ASSEMBLY, VENT CARRIER	EA	397.80
703-0731-27	ASSY, VENT CARRIER, EAGLE II	EA	397.80
704-0004-00	ASSEMBLY, 3-LITER RESERVOIR KIT	EA	108.80
704-0750-08	ASSEMBLY, BRACKET, POLE MOUNTING, UNIVERSAL	EA	149.60
704-0750-09	ASSEMBLY, BRACKET, RAIL MOUNTING	EA	62.90
704-0EMV-06	ASSEMBLY, CABLE, DC, EXTERNAL POWER, 12V	EA	51.85
708-0042-00	POWER CORD, 6', 18AWG 3 SPT-2, NEMA 5-15P, IEC60320-C5 (CHECK MFR)	EA	11.05
710-0731-01	ASSEMBLY, POWER SUPPLY/LINE CORD	EA	146.20
800-0903-01	MODEL, SMEED BRACKET	EA	5,538.60
800-0904-01	MODEL, CCLAW	EA	357.85
8000-001002-01	SOFT CASE, BLACK, VENTILATOR AND ACCESSORIES	EA	120.70
816-0731-00	ASSEMBLY, STAND, 731 SERIES, WITH LOCKING WHEELS	EA	1,206.15
816-0731-01	ASSEMBLY, STAND, 731 SERIES WITH LOCKING WHEELS, MRI	EA	1,206.15

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8000-0100	POWER CORD, HOSPITAL, NORTH AMERICA	EA	56.21
8000-000151	RD RAINBOW SET MD20-04, EMS, PATIENT CABLE, 4 Ft. (REF: 4792)	EA	218.27
8000-000205	HOSE, BLOOD PRESSURE CUFF, INFANT NEO, 8 FT, WITH ISO CONNECTOR	EA	108.77
8000-000371	RAINBOW DCI, ADULT REUSABLE SENSOR, SPO2/SPCO/SPMET, 3 FT M-15 CONNECTOR (REF: 9355-000371, 2696)	EA	751.17
8000-000372	RAINBOW DCIP, PEDIATRIC/SLENDER DIGIT REUSABLE SENSOR, SPO2/SPCO/SPMET, 3 FT M-15 CONNECTOR (REF: 9355-000372, 2697)	EA	751.17
8000-000393-01	X SERIES CARRY CASE, PREMIUM	EA	618.31
8000-000404-01	CARRY CASE, REAR BAG, X SERIES	EA	24.09
8000-000405-01	CARRY CASE, SHOULDER STRAP, X SERIES	EA	11.68
8000-000467	RAINBOW, DCI SC-400, PEDIATRIC REUSABLE FINGER SENSOR, 3FT, SpHb, SpO2, SpMet, (REF: 9355-000467, 3421)	EA	1,596.51
8000-000493	ANTENNA, ULTRA-WIDEBAND, 4G/3G/2G	EA	45.26
8000-000860	LNCS-II RAINBOW DCI 8 <sub>i</sub> SpHb, SC-400, ADULT SENSOR, 3 FT, 1/BOX (REF: 4059)	BOX	1,596.51
8000-000861	LNCS-II RAINBOW DCIP 8 <sub>i</sub> SPHB, SC-400, PEDIATRIC SENSOR, 3 FT, 1/BOX (REF: 4062)	BOX	1,596.51
8000-000862	LNCS-II RAINBOW DCI 8 <sub>i</sub> SPCO ADULT SENSOR, 3 FT, 1/BOX (REF: 4067)	BOX	788.40
8000-000863	LNCS-II RAINBOW DCIP 8 <sub>i</sub> SPCO PEDIATRIC SENSOR, 3 FT, 1/BOX (REF: 4068)	BOX	788.40
8000-000874	ETHERNET ADAPTER, PROPAQ MD	EA	888.41
8000-000903-01	AUX PWR, BREAKOUT CABLE, X SERIES	EA	104.39
8000-001392	RAINBOW RC-4, 4FT REUSABLE EMS PATIENT CABLE (REF: 4481)	EA	218.27

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8000-001465	RAINBOW, DCI SC-200, PEDIATRIC REUSABLE FINGER SENSOR, 3FT, SpHb, SpO2, SpMet	EA	796.43
8000-001466	RAINBOW, DCI SC-400, ADULT REUSABLE FINGER SENSOR, 3FT, SpHb, SpO2, SpMet, (REF: 9355-000466, 3420, 3720)	EA	1,596.51
8000-001701	RD RAINBOW SET MD20-05, PATIENT CABLE, 5 FT	EA	218.27
8000-001702	RD RAINBOW SET MD20-12, PATIENT CABLE, 12 FT	EA	262.80
8000-002005-01	CABLE SLEEVE, PROPAQ / X SERIES, ZOLL BLUE	EA	45.99
8000-0246-30	8 FT PULSE OX PATIENT CABLE	EA	233.60
8000-0304	POWER CORD, 120/60HZ W/FERRITE, DMST	EA	34.31
8000-0308-30	CABLE, MFC, MILITARY	EA	122.64
8000-0330	RED LNC-4, 4FT REUSABLE PATIENT CABLE, (REF: 9355-0330, 2055)	EA	262.80
8000-0331	RED LNC-10, 10FT REUSABLE PATIENT CABLE, (REF: 9355-0331, 2056)	EA	307.33
8000-0332	RED DCI-DC3, 3FT ADULT REUSABLE PATIENT CABLE/SENSOR, (REF: 9355-0332, 2053)	EA	307.33
8000-0333	RED DCIP-DC3, 3FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF: 9355-000333, 2256)	EA	351.86
8000-0335	RED DCIP-DC12, 12FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF: 9355-0335, 2257)	EA	573.78
8000-0341	RAINBOW RC-4, 4FT REUSABLE PATIENT CABLE, (REF: 9355-0341, 2406)	EA	218.27
8000-0342	RAINBOW RC-12, 12FT REUSABLE PATIENT CABLE, (REF: 9355-0342, 2404)	EA	262.80
8000-0343	RAINBOW DCI-DC8, 8FT ADULT REUSABLE PATIENT CABLE/SENSOR, (REF: 9355-0343, 2407)	EA	796.43
8000-0345	RAINBOW DCIP-DC8, 8FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF: 9355-0345, 2640)	EA	884.76
8000-0346	RAINBOW DCIP-DC12, 12FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF: 9355-0346, 2070)	EA	1,062.88

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8000-0370	CPR CONNECTOR	EA	247.47
8000-0377	RED DBI-dc8, 8' REUSABLE DIRECT CONNECT SENSOR, MASIMO RAINBOW SET, (REF: 9355-0377, 2644)	EA	822.71
8000-0580-01	BATTERY, LITHIUM ION, SUREPOWER II	EA	698.61
8000-0580-30	BATTERY, LITHIUM ION, SUREPOWER II, AIR WORTHY	EA	698.61
8000-0668	YSI REUSABLE ADULT ESOPHAGEAL RECTAL TEMPERATURE PROBE, (REF: 9355-0668, 881101)	EA	111.69
8000-0669	YSI REUSABLE PEDIATRIC ESOPHAGEAL RECTAL PROBE, (REF: 9355-0669, 081102)	EA	67.16
8000-0670	YSI REUSABLE ADULT SKIN TEMPERATURE PROBE, (REF: 9355-0670, 081209)	EA	108.77
8000-0671	YSI REUSABLE PEDIATRIC SKIN TEMPERATURE PROBE, (REF: 9355-0671, 081117)	EA	108.77
8000-0895	CUFF KIT, PROPAQ MD	EA	135.78
8012-0206	12-LEAD ECG SIMULATOR	EA	994.99
8300-0002-01	DUAL LUMEN NIBP TUBING ASSEMBLY, PROPAQ MD	EA	108.77
8300-0002-02	DUAL LUMEN NIBP TUBING ASSEMBLY, 5 FT, X SERIES	EA	108.77
8300-000676	CABLE ASSY, ONE STEP, X SERIES	EA	397.12
8300-000831-40	CABLE ASSY, MFC-CPRD, X SERIES	EA	361.35
8300-0783	CABLE, MFC, PROPAQ300	EA	278.86
8300-0787-01	IBP CABLE, RIGHT ANGLE, EDWARDS, PROPAQ MD	EA	176.66
8300-0788-01	IBP CABLE, RIGHT ANGLE, ABBOTT, PROPAQ MD	EA	135.78
8300-0800-01	CABLE, 3 LEAD ECG, AAMI, PROPAQ MD	EA	113.15

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8300-0800-12	CABLE, 3 LEAD ECG, IEC, PROPAQ MD	EA	113.15
8300-0801-01	CABLE, 5 LEAD ECG, AAMI, PROPAQ MD	EA	159.14
8300-0801-12	CABLE, 5 LEAD ECG, IEC, PROPAQ MD	EA	159.14
8300-0802-01	CABLE, 12 LEAD ECG, AAMI, PROPAQ MD	EA	294.92
8300-0802-12	CABLE, 12 LEAD ECG, IEC, PROPAQ MD	EA	294.92
8300-0803-01	CABLE, LIMB LEAD ECG, AAMI, PROPAQ MD	EA	135.78
8300-0803-12	CABLE, LIMB LEAD ECG, IEC, PROPAQ MD	EA	150.38
8300-0804-01	CABLE, V LEAD ECG, AAMI, PROPAQ MD	EA	159.14
8300-0804-12	CABLE, V LEAD ECG, IEC, PROPAQ MD	EA	159.14
8707-000500-01	CABLE, USB EXTENSION, X SERIES	EA	33.58
8707-000502-01	CARRY CASE, PRINTER CHUTE W/SINGLE ZIPPERS, X SERIES	EA	462.82
8707-000503-01	CLEAR PLASTIC DISPLAY PROTECTOR, X SERIES	EA	33.58
9650-001355-01	OPERATOR'S GUIDE, X SERIES	EA	24.82
9650-001356-01	SERVICE MANUAL, X SERIES	EA	24.82
9652-000391-01	QUICK REFERENCE GUIDE, X SERIES	EA	24.82
9658-001355-01	CD, PRODUCT DOCUMENTATION, X SERIES	EA	24.82
REUSE-07-1MQ	INFANAT CUFF, 9-13CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-07-2MQ	INFANT CUFF, 9-13CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99

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REUSE-08-1MQ	SMALL CHILD CUFF, 12-16CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-08-2MQ	SMALL CHILD CUFF, 12-16CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-09-1MQ	CHILD CUFF, 15-21CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-09-2MQ	CHILD CUFF, 15-21CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-10-1MQ	SMALL ADULT CUFF, 20-26CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-10-2MQ	SMALL ADULT CUFF, 20-26CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-11-1HP	ADULT CUFF, 25-34CM, SINGLE TUBE W/BAYONET CONNECTOR	EA	45.99
REUSE-11-2MQ	ADULT CUFF, 25-34CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-11L-2MQ	ADULT LONG CUFF, 25-34CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-12-2MQ	LARGE ADULT CUFF, 32-43CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-12L-2MQ	LARGE ADULT LONG CUFF, 32-43CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
REUSE-13-1MQ	THIGH CUFF, 40-55CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	46.72
REUSE-13-2MQ	THIGH CUFF, 40-55CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	45.99
8000-000993	CABLE ASSY, FLOW SENSOR CONNECTOR, ACCUVENT	EA	281.05
20100000101011010	AED PLUS, PS SERIES, W/PA CVR, LCD, NO VOICE RCDG, 60HZ, DMST	EA	1,816.75
20100000102011010	AED PLUS, PS SERIES, W/AED CVR, LCD, NO VOICE RCDG, ENGLISH	EA	1,816.75
20100010102011320	ZOLL AED PLUS, PS SERIES, LCD, NO VOICE RCDG, W/BATTERIES, FED GOVT VALUE PKG	EA	1,965.60
20600000101011010	AED PLUS, PS SERIES W/BASIC CVR, LCD, NO VOICE RCDG, ENG	EA	1,816.75

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20600001101011010	AED PLUS, PS SERIES W/BASIC CVR, LCD, VOICE RCDG, ENGLISH	EA	1,881.75
20700000101011010	AED PLUS, PS SERIES W/BASIC CVR, LCD, NO VOICE RCDG, ENG	EA	1,816.75
20700001101011010	AED PLUS, PS SERIES W/BASIC CVR, LCD, VOICE RCDG, ENG	EA	1,857.05
21400710702011010	AED PLUS, PS SERIES, FULLY AUTOMATIC, W/AED CVR, LCD, NO VOICE RCDG, 60HZ, ENG	EA	1,816.75
22300700701011010	AED PLUS, PS SERIES, FULLY AUTOMATIC, W/PS CVR, LCD, NO VOICE RCDG, DMST	EA	1,816.75
22300700702011010	AED PLUS, PS SERIES, FULLY AUTOMATIC, W/PA CVR, LCD, NO VOICE RCDG, DMST	EA	1,816.75
90110200499991010	AED PRO, SEMI AUTO W/MNL OVERRIDE, NO BATTERY, NO ELECTRODES	EA	3,380.00
90110200499991300	AED PRO, SEMI AUTO W/MNL OVERRIDE, NO VOICE, AW	EA	3,686.15
90110400499991010	AED PRO, SEMI AUTOMATIC ONLY, NO BATTERY NO ELECTRODES	EA	3,380.00
90110600499991010	AED PRO, MANUAL ONLY, NO VOICE, LCD, ENGLISH	EA	3,445.00
93010340499991010	AED PRO, SEMI-AUTO/MANUAL, (1 CPR-D PAD), CARRY CASE	EA	3,445.00
8502-001103-01	BLS, ZOLL AED 3, ENGLISH, AHA	EA	3,261.70
8502-001109-01	BLS, ZOLL AED 3, USB, ENGLISH AHA	EA	3,261.70
8508-001103-01	BLS, ZOLL AED3, ENGLISH, AHA	EA	3,001.70
8508-001109-01	BLS, ZOLL AED 3, USB, ENGLISH AHA	EA	3,001.70
8509-001103-01	BLS, W/O CARRY CASE, ZOLL AED3, ENGLISH, AHA	EA	3,001.70
8509-001109-01	BLS, W/O CARRY CASE, ZOLL AED 3, USB, ENGLISH AHA	EA	3,001.70
8562-001106-01	BLS, AVIATION, ZOLL AED 3, ENGLISH, AHA	EA	3,066.70

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8700-001003-01	EMS NXT STARTER KIT, ENGLISH	EA	22,507.88
8700-001070-01	AUTOPULSE NXT PLATFORM, ENGLISH	EA	16,767.42
8660-001400-01	VENTILATOR, COMMERCIAL, ZVENT, BASIC	EA	10,653.30
8660-001401-01	VENTILATOR, COMMERCIAL, ZVENT	EA	14,916.30
8660-001402-01	VENTILATOR, COMMERCIAL, ZVENT, MRI CONDITIONAL	EA	15,513.40
8660-001403-01	VENTILATOR, COMMERCIAL, SW, HOSPITAL CONFIG	EA	14,896.00
601-0120111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	21,338.80
601-0120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	21,338.80
601-0121111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	25,473.70
601-0121112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	25,473.70
601-0130111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, US	EA	23,611.70
601-0130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	23,611.70
601-0131111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	27,745.90
601-0131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	27,745.90



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601-0140111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, SPMET, BVM, NIBP, CPR EXPANSION PACK, US	EA	25,560.50
601-0140112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, SPMET, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	25,560.50
601-0220101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, CPR EXPANSION PACK, US	EA	20,556.90
601-0220102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	20,556.90
601-0220111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	23,450.00
601-0220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	23,450.00
601-0221111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	27,584.90
601-0221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	27,584.90
601-0230111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, US	EA	25,722.20
601-0230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	25,722.20
601-0231111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	29,856.40
601-0231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE,	EA	29,856.40

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	SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US		
601-2120011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, NIBP, SPO2, CPR EXPANSION PACK, DMST	EA	25,347.70
601-2120111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	28,333.20
601-2120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	28,333.20
601-2120211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	EA	29,157.80
601-2120212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	29,157.80
601-2121011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, NIBP, SPO2, CPR EXPANSION PACK, ETCO2, DMST	EA	29,605.80
601-2121101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, CPR EXPANSION PACK, US	EA	29,575.00
601-2121102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	29,575.00
601-2121111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	32,468.80
601-2121211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	EA	33,292.00
601-2121212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	33,292.00

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601-2130011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, NIBP, SPO2, SPCO, CPR EXPANSION PACK, DMST	EA	27,687.80
601-2130111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, US	EA	30,606.10
601-2130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	30,606.10
601-2130211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	EA	31,429.30
601-2130212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	31,429.30
601-2130411-01	X SERIES, MONITOR/DEFIBRILLATOR, 3/5 LEAD, ECG, NIBP, SPO2, SPCO, TEMP, CPR EXPANSION PACK, DMST	EA	28,536.90
601-2131011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, NIBP, SPO2, SPCO, CPR EXPANSION PACK, ETCO2, DMST	EA	31,947.30
601-2131111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	34,740.30
601-2131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	34,740.30
601-2220010-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, DMST	EA	26,673.50
601-2220011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, CPR EXPANSION PACK, DMST	EA	27,521.20
601-2220111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	30,444.40

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601-2220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	30,444.40
601-2220211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	EA	31,268.30
601-2220212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	31,268.30
601-2220411-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, TEMP, CPR EXPANSION PACK, DMST	EA	28,370.30
601-2220511-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, IBP/TEMP, CPR EXPANSION PACK, DMST	EA	30,714.60
601-2221010-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, ETCO2, DMST	EA	30,931.60
601-2221011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, CPR EXPANSION PACK, ETCO2, DMST	EA	31,780.70
601-2221101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, CPR EXPANSION PACK, US	EA	31,686.20
601-2221102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	31,686.20
601-2221111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2, BVM, CPR EXPANSION PACK, US	EA	34,579.30
601-2221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	34,579.30
601-2221211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2, BVM/TEMP, CPR EXPANSION PACK, US	EA	35,402.50

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601-2221212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	35,402.50
601-2221411-01	X SERIES, ALS, 12 LD, PACE, SPO2, ETCO2, TEMP, NIBP, CPR EXTENDED, DMST	EA	32,628.40
601-2221511-01	X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD W/INTERP, SPO2, NIBP, IBP/TEMP, CPR EXPANSION PACK, ETCO2,, DMST	EA	34,973.40
601-2230011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, SPCO, CPR EXPANSION PACK, DMST	EA	29,862.00
601-2230111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, US	EA	32,716.60
601-2230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	32,716.60
601-2230411-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, ECG, PACING, NIBP, SPO2, SPCO, TEMP, CPR EXPANSION PACK, DMST	EA	30,710.40
601-2230511-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, ECG, PACING, NIBP, SPO2, SPCO, IBP/TEMP, CPR EXPANSION PACK, DMST	EA	33,054.70
601-2231001-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NO NIBP, SPO2, SPCO, CPR EXPANSION PACK, ETCO2, DMST	EA	31,140.90
601-2231011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, SPCO, CPR EXPANSION PACK, ETCO2, DMST	EA	34,120.80
601-2231101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, CPR EXPANSION PACK, US	EA	33,958.40
601-2231102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	33,958.40
601-2231111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2/SPCO, BVM, CPR EXPANSION PACK, US	EA	36,850.80

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601-2231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	36,850.80
601-2231211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2/SPCO, BVM/TEMP, CPR EXPANSION PACK, US	EA	37,674.70
601-2231212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	37,674.70
601-2231411-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPCO, TEMP CPR EXPANSION PACK AND ETCO2, DMST	EA	34,969.20
601-2231511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPCO, IBP/TEMP CPR EXPANSION PACK AND ETCO2, DMST	EA	37,313.50
601-2240010-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, SPCO, SPMET, DMST	EA	31,021.20
601-2240011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, SPCO, SPMET, CPR EXPANSION PACK, DMST	EA	31,870.30
601-2240511-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, SPCO, SPMET, IBP/TEMP, CPR EXPANSION PACK, DMST	EA	35,063.00
601-2241010-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, SPCO, SPMET, ETCO2, DMST	EA	35,280.70
601-2241011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2, SPCO, SPMET, CPR EXPANSION PACK, ETCO2, DMST	EA	36,128.40
601-2241111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2, SPCO, SPMET, BVM, CPR EXPANSION PACK, US	EA	38,801.00
601-2241112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	38,801.00
601-2241211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP,	EA	39,624.20

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	PACE, ETCO2, NIBP, SPO2, SPCO, SPMET, BVM/TEMP, CPR EXPANSION PACK, US		
601-2241212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	39,624.20
601-2241411-01	X SERIES, ALS, 12 LD, PACE, SPO2, SPCO, SPMET, ETCO2, TEMP, NIBP, CPR EXTENDED, DMST	EA	36,976.80
601-2241511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPCO, SPMET, IBP/TEMP CPR EXPANSION PACK AND ETCO2, DMST	EA	39,321.80
601-2261111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPHB, SPOC, PVI, PI, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	40,981.50
601-2261112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPHB, SPOC, PVI, PI, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	40,981.50
601-2261511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPHB, SPOC, SPCO, PVI & PI, (RAINBOW), IBP/TEMP CPR EXPANSION PACK AND ETCO2., DMST	EA	41,567.40
601-2271011-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPHB, SPOC, SPCO, SPMET, PVI & PI, (RAINBOW), CPR EXPANSION PACK AND ETCO2., DMST	EA	40,383.00
601-2271111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12-LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, SPHB, SPOC, PVI, PI, ETCO2 BVM, NIBP, CPR EXPANSION PACK, US	EA	42,931.00
601-2271112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12-LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, SPHB, SPOC, PVI, PI, ETCO2 BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	42,931.00
601-2271211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2, SPCO, SPMET, SPHB, SPOC PVI & PI, BVM/TEMP, CPR EXTENDED INSTALLED, US	EA	43,754.20



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601-2271511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPHB, SPOC, SPCO, SPMET, PVI & PI, (RAINBOW), IBP/TEMP CPR EXPANSION PACK AND ETCO2., DMST	EA	43,576.40
601-2421211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD/W INTERP, PACE, AUDIO, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	EA	36,888.60
601-2431111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDIO, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	38,336.90
601-2431112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDIO, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	38,336.90
601-2431211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDIO, SPO2, SPCO, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	EA	39,160.10
601-2431212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	39,160.10
8900-000861-01	PEDI-PADZ II TRAINING ELECTRODES (6/CASE)	EA	110.96
8900-0803-01	TRAINING CPR-D REPLACEMENT GEL 5/CASE	EA	34.31
8900-0807-01	CPR-D ACCESSORY KIT, SINGLE	EA	17.52
8900-0808-01	CPR-D ACCESSORY KIT (P/N 8900-0807-01), 50/CASE	CS	712.48
8900-0809-01	CPR-D DEMO REPLACEMENT PADZ	EA	33.58
8900-0400	CPR STAT-PADZ ELECTRODE (P/N 8900-0402), 8/CASE	CS	522.68
8900-0801-01	STAT-PADZ II ELECTRODE, SINGLE	EA	50.37
8900-0802-01	STAT-PADZ II ELECTRODE (P/N 8900-0801-01), 12/CASE	CS	423.40



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8900-0805-01	STAT-PADZ II TRAINING ELECTRODES	EA	105.85
8900-000268	AED 3 UNI-PADZ DEFIB TEST CABLE KIT	EA	73.00
8900-0402	CPR STAT-PADZ ELECTRODE, SINGLE	EA	69.35
8900-0800-01	CPR-D-PADZ ONE PIECE ELECTRODE PAD WITH REAL CPR HELP	EA	151.11
8900-0810-01	PEDI-PADZ II ELECTRODES - ONE PAIR	EA	85.41
8900-5007	CPR-D DEMO ELECTRODES W/CABLE	EA	108.04
8700-0706-01	LIFEBAND 3 PACK	PKG	443.29
12-0242-000	RESQPOD ITD 10	EA	136.77
12-0242-030	RESQPOD ITD 10, MIL-SKU	EA	136.77
12-0586-000	SUCTION CUP FOR ACD-CPR DEVICE	EA	50.44
12-0822-000	RESQPOD ITD 16, US	EA	136.77
12-2394-000	RESQPAD	EA	35.89
8000-000130	RD SET ADULT CS <sub>i</sub> 3, SpO <sub>2</sub> ADHESIVE SENSORS, 3 Ft, 20/BOX (REF: 4475)	BOX	289.08
8000-000131	RD SET PEDIATRIC CS <sub>i</sub> 3, SpO <sub>2</sub> ADHESIVE SENSORS, 3 Ft, 20/BOX (REF: 4476)	BOX	333.61
8000-000132	RD SET INFANT CS <sub>i</sub> 3, SpO <sub>2</sub> ADHESIVE SENSORS, 3 Ft, 20/BOX (REF: 4477)	BOX	395.66
8000-000133	RD SET NEONATAL CS <sub>i</sub> 3, SpO <sub>2</sub> ADHESIVE SENSORS, 3 Ft, 20/BOX (REF: 4478)	BOX	395.66
8000-000134	RD SET NEONATAL/PRETERM CS <sub>i</sub> 3, SpO <sub>2</sub> ADHESIVE SENSORS, 3 Ft, 20/BOX (REF: 4479)	BOX	440.92
8000-000475	MASIMO, M-LNCS ADTX, ADULT ADHESIVE SENSOR, (20 PER BOX), (REF: 9355-000475,2508)	EA	289.08

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8000-000476	MASIMO, M-LNCS PDTX-3, PEDIATRIC ADHESIVE SENSOR, (20 PER BOX), (REF: 9355-000476, 2511)	EA	302.22
8000-000477	MASIMO, M-LNCS INF-3, INFANT ADHESIVE SENSOR, (20 PER BOX), (REF: 9355-000477, 2513)	EA	382.52
8000-000478	MASIMO, M-LNCS NEOPT-3, NEONATAL PRETERM ADHESIVE SENSOR, (20 PER BOX), (REF: 9355-000478, 2517)	EA	418.29
8000-0323	LNCS NEO-3, NEONATAL SP02 ADHESIVE SENSOR (BOX OF 20), (REF: 9355-0323, 2320)	EA	395.66
8000-0324	LNCS NEOPT-3, NEONATAL SP02 ADHESIVE SENSOR (BOX OF 20), (REF: 9355-0324, 2321)	EA	440.92
8000-0642	NEONATAL DISPOSABLE CUFFS SIZE 3 [6.0-11.0 CM] (20 PER BOX)	EA	89.06
8000-0643	NEONATAL DISPOSABLE CUFFS SIZE 4 [7.0 - 13.0 CM] (20 PER BOX)	EA	93.44
8000-0644	NEONATAL DISPOSABLE CUFFS SIZE 5 [8.0 - 15.0 CM] (20 PER BOX), (REF: 9355-0644, 2126)	EA	98.55
8300-0797-01	KIT, NEONATAL CUFF KIT, ONE OF EACH SIZE #1-5, SINGLE TUBE W/MALE LUER CONNECTOR (5/BG)	EA	24.09
8900-000219-01	ONESTEP PEDIATRIC CPR ELECTRODE, SINGLE	EA	81.76
8900-000220-01	ONESTEP PEDIATRIC CPR ELECTRODE (P/N 8900-000219-01), 8/CASE	EA	606.63
8900-0004	4 ECG RECTANGULAR ELECTRODES, 10 SHELF CARTONS / CASE (480)	EA	89.79
8900-0005	5 ECG RECTANGULAR ELECTRODES, 10 SHELF CARTONS / CASE (500)	EA	93.44
8900-0006	6 ECG RECTANGULAR ELECTRODES, 10 SHELF CARTONS / CASE (600)	EA	112.42
8900-0180	TRAINING ONESTEP ELECTRODE W/CABLE	EA	129.94
8900-0185	TRAINING ONESTEP REPLACEMENT ELECTRODE (8 PER CSE)	CS	92.71
8900-0190	TRAINING CPR STAT-PADZ ELECTRODE W/CABLE	EA	83.22
8900-0195	TRAINING CPR STAT-PADZ, REPLACEMENT PADS	CS	74.46

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8900-0240-01	TRAINING ONESTEP CPR AA ELECTRODE W/CABLE	EA	129.94
8900-0245-01	TRAINING ONESTEP AA REPLACEMENT ELECTRODES, 8/CASE	CS	92.71
8900-0700	30 ECG RECTANGULAR ELECTRODES, 20 POUCHES / CASE (600)	CS	107.31
8900-0701	30 ECG 1.5" ROUND ELECTRODES, 20 POUCHES / CASE (600)	CS	107.31
8900-0703	30 ECG 2" ROUND ELECTRODES, 20 POUCHES / CASE (600)	CS	107.31
8900-0704	30 ECG 1.5" ROUND RADIOTRANSLUCENT ELECTRODES, 10 POUCHES / CASE (300)	CS	54.02
8900-0706	30 ECG SQUARE ELECTRODES, 20 POUCHES / CASE (600)	CS	107.31
8900-0709	4 PEDIATRIC ECG 1.5" ROUND ELECTRODES, 10 SHELF CARTONS / CASE (480)	CS	102.20
8900-1003-01	3 PEDIATRIC ECG 1.5" ROUND ELECTRODES, 10 SHELF CARTONS / CASE (300)	EA	60.59
8900-2061	PEDI-PADZ MULTI-FUNCTION ELECTRODE, SINGLE	EA	51.10
8900-2065	PEDI-PADZ MULTI-FUNCTION ELECTRODE (P/N 8900-2061), 6/CASE	CS	211.70
8900-2302-01	PRO-PADZ BIPHASIC ELECTRODE, SINGLE	EA	45.26
8900-2303-01	PRO-PADZ BIPHASIC ELECTRODE (8900-2302-01), 12/CASE	CS	375.95
8900-3000-01	PEDI-PADZ SOLID GEL ELECTRODE (8900-3001-01), 6/CASE	CS	211.70
8900-3001-01	PEDI-PADZ SOLID GEL ELECTRODE, SINGLE	EA	51.10
8900-4003	STAT-PADZ ELECTRODE (8900-4004), 12/CASE	CS	426.32
8900-4004	STAT-PADZ ELECTRODE, SINGLE	EA	48.91
8000-0320	LNCS DISPOSABLE ADULT SP02 SENSORS (20 PER BOX), (REF: 9355-0320, 1859)	EA	289.08

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8000-0321	LNCS DISPOSABLE PEDIATRIC SP02 SENSORS (20 PER BOX), (REF: 9355-0321, 1860)	EA	333.61
8000-0322	LNCS INF-3, INFANT SP02 ADHESIVE SENSOR (BOX OF 20), (REF: 9355-0322, 2319)	EA	395.66
313-7028	BITRAC ED MASK WITH STANDARD HEADGEAR, ADULT SMALL, CASE/10	BOX	254.77
313-7029	BITRAC ED MASK WITH STANDARD HEADGEAR, ADULT MEDIUM, CASE/10	BOX	254.77
313-7030	BITRAC ED MASK WITH STANDARD HEADGEAR, ADULT LARGE, CASE/10	BOX	254.77
313-7031	BITRAC ED MASK WITH STANDARD HEADGEAR, ADULT EXTRA LARGE, CASE/10	BOX	254.77
465-0024-00	FILTER, BACTERIAL/VIRAL (BV)	EA	424.15
465-0025-00	FILTER, HME BACTERIAL/VIRAL	EA	351.90
820-0053-00	HME- HEAT MOISTURE EXCHANGER	EA	413.95
820-0106-00	CIRCUIT, VENT, SINGLE LIMB, WYE, ADULT/PEDI	EA	15.40
820-0106-15	CIRCUIT, VENT, SINGLE LIMB, WYE, ADULT/PEDI (CASE OF 15)	EA	210.98
820-0107-00	CIRCUIT, VENT, SINGLE LIMB, WYE, INFANT	EA	16.94
820-0107-20	CIRCUIT, VENT, SINGLE LIMB, WYE, INFANT (CASE OF 20)	EA	318.01
820-0130-10	CIRCUIT, MRI, VENT, SINGLE LIMB, ADULT/PEDI (CASE OF 10)	EA	302.40
820-0131-10	CIRCUIT, MRI, VENT, SINGLE LIMB, INFANT (CASE OF 10)	EA	350.40
820-0132-00	TEST LUNG, PLASTIC/SILICONE, 600 ML, R20, C20	EA	182.70
825-0002-00	ASSEMBLY, OXYGEN HOSE, 6' LONG	EA	42.50
8000-000101	RD SET E1 ADULT SP02 EAR SENSOR, 3FT (REF: 4015)	EA	378.87

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8000-000103	RD SET PEDI ADV PARAMETERS SPHB, SPHB, SPMET, SPOC (REF: 4027)	EA	974.55
8000-000104	RD SET ADULT ADV PARAMETERS SPHB, SPMET, SPOC, PVI (REF: 4026)	EA	974.55
8000-000106	RD RAINBOW NEONATE 8 $\frac{1}{2}$ SpCO, ADHESIVE SENSOR, 10/BOX (REF: 4037)	BOX	618.31
8000-000200	CUFF, BLOOD PRESSURE, SIZE-01 NEONATE, SOFT DISPOSABLE, 1 TUBE, FEMALE SNAPQUIK CONNECTOR (QTY = 10)	EA	78.11
8000-000201	CUFF, BLOOD PRESSURE, SIZE-02 NEONATE, SOFT DISPOSABLE, 1 TUBE, FEMALE SNAPQUIK CONNECTOR (QTY = 10)	EA	82.49
8000-000202	CUFF, BLOOD PRESSURE, SIZE-03 NEONATE, SOFT DISPOSABLE, 1 TUBE, FEMALE SNAPQUIK CONNECTOR (QTY = 10)	EA	86.87
8000-000203	CUFF, BLOOD PRESSURE, SIZE-04 NEONATE, SOFT DISPOSABLE, 1 TUBE, FEMALE SNAPQUIK CONNECTOR (QTY = 10)	EA	91.25
8000-000204	CUFF, BLOOD PRESSURE, SIZE-05 NEONATE, SOFT DISPOSABLE, 1 TUBE, FEMALE SNAPQUIK CONNECTOR (QTY = 10)	EA	95.63
8000-000456	MASIMO SINGLE PATIENT EAR SENSOR, LNCS E1, BOX OF 10, (REF: 9355-000456, 2918)	EA	378.87
8000-000457	MASIMO SINGLE PATIENT EAR SENSOR, M- LNCS E1, BOX OF 10, (REF: 9355-000457, 2919)	EA	378.87
8000-000462	RAINBOW, R1-25L ADULT ADHESIVE SENSORS, SpHb, SpO2, SpMet, (10 PER BOX), (REF: 9355-000462, 2414)	EA	974.55
8000-000468	RAINBOW, R1-25 BUTTERFLY ADULT ADHESIVE SENSORS, SpHb, SpO2, SpMet, (10 PER BOX), (REF: 9355-000468, 3792)	EA	974.55
8000-000469	RAINBOW, R1-20 BUTTERFLY PEDIATRIC ADHESIVE SENSORS, SpHb, SpO2, SpMet, (10 PER BOX), (REF: 9355-000469, 3793)	EA	974.55
8000-000816	RD RAINBOW SET-2 INFANT ADHESIVE SENSOR, 10/BOX (REF: 4028)	BOX	974.55
8000-000817	RD RAINBOW SET-2 ADULT/NEONATE ADHESIVE SENSOR, 10/BOX (REF: 4029)	BOX	974.55
8000-000818	RD RAINBOW ADULT 8 $\frac{1}{2}$ SpCO, ADHESIVE SENSOR, 10/BOX (REF: 4034)	BOX	618.31

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8000-000819	RD RAINBOW PEDIATRIC 8 <sub>i</sub> SpCO ADHESIVE SENSOR, 10/BOX (REF: 4035)	BOX	707.37
8000-000875-01	PAPER, THERMAL, 80MM ROLL, TSI, BPA-FREE (BOX OF 6)	BOX	21.90
8000-000876	RD RAINBOW INFANT 8 <sub>i</sub> SpCO ADHESIVE SENSOR, 10/BOX (REF: 4036)	BOX	707.37
8000-000876-01	PAPER, THERMAL, 80MM ROLL, TSI, W/GRID, BPA-FREE (BOX OF 6)	BOX	21.90
8000-001463	RAINBOW, R1-20L INFANT ADHESIVE SENSORS, SpHb, SpO <sub>2</sub> , SpMet, (10 PER BOX), (REF: 9355-000463, 2415)	EA	974.55
8000-0336	RAINBOW R25, SINGLE USE SENSOR FOR PATIENTS > 30kg, (10 PER BOX), (REF: 9355-0336, 2221)	EA	618.31
8000-0337	RAINBOW R25-L, SINGLE USE SENSOR FOR PATIENTS < 3kg, > 30kg, (10 PER BOX), (REF: 9355-2337, 2219)	EA	618.31
8000-0339	RAINBOW R20, SINGLE USE SENSOR FOR PEDIATRICS 10-50 kg, (10 PER BOX), (REF: 9355-0339, 2222)	EA	707.37
8000-0340	RAINBOW R20-L, SINGLE USE SENSOR FOR INFANTS 3-30 kg, (10 PER BOX), (REF: 9335-0340, 2220)	EA	707.37
8000-0640	NEONATAL DISPOSABLE CUFFS SIZE 1 [3.0-6.0 CM] (20 PER BOX), (REF:9355-0640, 2121)	EA	80.30
8000-0641	NEONATAL DISPOSABLE CUFFS SIZE 2 [4.0-8.0 CM] (20 PER BOX), (REF: 9355-0641,2122)	EA	85.41
8000-0672	YSI SINGLE USE ADULT ESOPHAGEAL RECTAL PROBE	EA	13.87
8000-0673	YSI SINGLE USE ADULT SKIN TEMPERATURE PROBE	EA	13.87
8000-0674	REUSABLE TEMPERATURE SENSOR ADAPTER CABLE, (REF: 9355-0674, 861517RJ)	EA	57.67
8300-000200	MICROSTREAM ADVANCE ADULT ORAL-NASAL CO <sub>2</sub> FILTER LINE WITH O <sub>2</sub> TUBING, SHORT TERM USE, BOX OF 25	EA	259.15
8300-000202	MICROSTREAM ADVANCE PEDIATRIC ORAL-NASAL CO <sub>2</sub> FILTER LINE, SHORT TERM USE BOX OF 25	EA	281.05

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8300-000203	MICROSTREAM ADVANCE PEDIATRIC ORAL-NASAL CO2 FILTER LINE WITH O2 TUBING, SHORT TERM USE BOX OF 25	EA	288.35
8300-000204	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, EXTENDED DURATION, BOX OF 25	EA	328.50
8300-000205-30	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, HIGH HUMIDITY, MILITARY, BOX OF 25	EA	361.35
8300-000206	MICROSTREAM ADVANCE NEONATAL-INFANT INTUBATED CO2 FILTER LINE, EXTENDED DURATION, BOX OF 25	EA	328.50
8300-000207	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, HIGH HUMIDITY, BOX OF 25	EA	500.05
8300-000208	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, SHORT TERM USE, BOX OF 25	EA	200.75
8300-000209-30	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, SHORT TERM USE, MILITARY, BOX OF 25	EA	219.00
8300-000210	MICROSTREAM ADVANCE ADULT ORAL-NASAL CO2 FILTER LINE WITH O2 CONNECTOR, SHORT TERM USE, BOX OF 25	EA	251.85
SOFT-07-2MQ	INFANT CUFF, 9-13CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	155.49
SOFT-08-2MQ	SMALL CHILD CUFF, 12-16CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	155.49
SOFT-09-1MQ	CHILD CUFF, 15-21CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	147.46
SOFT-09-2MQ	CHILD CUFF, 15-21CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	155.49
SOFT-10-1MQ	SMALL ADULT CUFF, 20-26CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	164.98
SOFT-10-2MQ	SMALL ADULT CUFF, 20-26CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	173.74
SOFT-11-2MQ	ADULT CUFF, 25-34CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	173.74
SOFT-11L-2MQ	ADULT LONG CUFF, 25-34CM, DOUBLE TUBE W/TWIST LOCK CONNECTOR (20/CS)	CS	200.75



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SOFT-12-1MQ	LARGE ADULT CUFF, 32-43CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	164.98
SOFT-12-2MQ	LARGE ADULT CUFF, 32-43CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	173.74
SOFT-12L-2MQ	LARGE ADULT LONG, 32-43CM, DOUBLE TUBE W/TWIST LOCK CONNECTOR (20/CS)	CS	200.75
SOFT-13-1MQ	THIGH CUFF, 40-55CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	218.27
SOFT-13-2MQ	THIGH CUFF, 40-55CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	235.79
001739-U	PAPER, CHART 40MM, WHITE, BOX-3RL	EA	17.52
8000-001128	FLOWTUBE, ACCUVENT, BOX OF 10	EA	556.26

The pricing is subject to annual increases in ZOLL's sole discretion and could be based upon supply chain changes, economic conditions, epidemics/pandemics and/or natural disasters. These annual price increase will not exceed the greater of (a) 4%, or (b) the sum of the annual average of the previous 12 months Producer Price Index (PPI) (change in final demand less foods, energy and trade, unadjusted) published by the United States Department of Labor, Bureau of Labor Statistics plus 1.5 %. ZOLL's annual increases generally occur on April 1 of each year, regardless of when the Agreement or Order was entered into; however, ZOLL reserves the right to impose the annual increase at any time in the year. ZOLL will provide sixty (60) days' notice of any price increases. ZOLL may, in its sole discretion, at any time or from time to time within thirty (30) days prior written notification to Customer, add Products or remove Products from Exhibit B. Exhibit B shall be deemed amended as of the date of the notice.

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## ALS/BLS Software Solutions Master Application Service Provider Agreement

**1. Orders.** ZOLL Medical Corporation (“**ZOLL**”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“**Order**”) between ZOLL and Olathe Fire Department, on behalf of itself, and as agent for its Affiliates set forth in Exhibit A (“**Customer**”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “**Agreement**”). ASP Services are further defined in Section 3. Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, “**Services**”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

**2. Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“**Fees**”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“**Taxes**”).

**3. ASP Services.** “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “**Underlying Software**”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “**ZOLL Site**”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “**Documentation**”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

**3.1. Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“**Registered Users**”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

**3.2. Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “**Access Software**”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “**Software**”.

**3.3. Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

### **3.4. Service Level Agreement.**

**3.4.1. Downtime.** “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

**3.4.2. Planned Downtime.** “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

**3.4.3. Excused Downtime.** “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

**3.4.4. Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where “x” is Unplanned Downtime.}$$

**3.4.5. Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “**Unplanned Downtime Goal**”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

**3.4.6. Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

### 3.4.7. Customer Content; Security; Backup.

**3.4.7.1. Customer Content.** As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“**Customer Content**”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

**3.4.7.2. Security.** Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

**3.4.7.3. Backup of Customer Content (Not Applicable to Remote View).** Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL’s control.

**3.4.7.4. Availability of Customer Content (Not Applicable to Remote View).** It is Customer’s responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the “**Active Customer Content**”), in ZOLL’s working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL’s receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the “**Active Retention Period**”). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a “**Database**”), or (b) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days (“**Inactive Customer Content**”) and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL’s working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer’s access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

**3.4.8. Remedies.** A “**Service Credit**” means a percentage of the monthly Fee to be credited to Customer (subject to Customer’s written request therefor and ZOLL’s verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer’s monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month’s invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this [Section 3.4.8](#) shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this [Section 3.4.8](#) shall be the Customers’ sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

**3.4.9. Modifications.** Changes to this [Section 3.4](#) may be made from time to time at ZOLL’s sole discretion. Customer will be notified of any such changes that are material.

**4. Implementation Services.** ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “**Implementation Services**”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a “reasonable efforts” basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL’s negligence.

**5. Support Services.** ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

#### 5.1. Support.

**5.1.1. Emergency Support.** ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Customer has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

**5.1.2. Technical Support.** ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

**5.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

**5.1.4. Expenses.** Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL’s sole discretion. Should Customer request that ZOLL send personnel to Customer’s location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer’s location.

**5.1.5. Exceptions.** ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer’s modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication

interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

**5.2. Conditions and Limitations.** Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

## **6. Warranties.**

**6.1. Implementation Services and Support Services.** Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 6.1 is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

**6.2. ASP Services and Access Software.** Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This Section 6.2 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

**6.3. Warranty Disclaimers.** The warranties for the Software and Services are solely and expressly as set forth in Section 6.1 and Section 6.2 and are expressly qualified, in their entirety, by this Section 6.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND SECTION 6.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

**7. Confidentiality.** Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

## **8. Indemnification.**

**8.1. By ZOLL.** ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

**8.2. By Customer.** Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer

Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (vi) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

**9. Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

**10. Ownership.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

## **11. Term and Termination.**

**11.1. Term.** The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

**11.2. Termination.** Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

**11.3. Effects of Termination.** Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

## **12. General Provisions.**

**12.1. Compliance with Laws.** Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

**12.2. Audits and Inspections.** Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

**12.3. Assignments.** Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

**12.4. U.S. Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

**12.5. Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

**12.6. Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**12.7. Remedies.** Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

**12.8. Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**12.10. Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

**12.11. Third Parties.** Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

**12.12. Force Majeure.** Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

**12.13. Cyber Insurance.** ZOLL will secure and maintain for the term of the Agreement and for a period of three (3) years after the termination of this Agreement the following insurance from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a class "VII" financial rating or better, unless otherwise agreed to by Customer: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense. **Limits:** Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000. ZOLL must provide Customer with a certificate of insurance on ISO form or equivalent, listing Customer as certificate holder..

**12.14. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival.** This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation on Liability), Section 10 (Ownership), Section 11.3 (Effects of Termination) and Section 12 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**13. HIPAA.** This Section 13 applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("**PHI**") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this Section 13 have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity**" as used herein means Customer. "**Business Associate**" as used herein means ZOLL. The purpose of this Section 13 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

**13.1. Applicability.** This Section 13 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

**13.2. Compliance and Agents.** Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 13 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

**13.3. Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

**13.4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

**13.5. Minimum Necessary.** Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

**13.6. Report of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of “**unsecured protected health information**,” as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

**13.7. Individual Access.** In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.

**13.8. Amendment of and Access to PHI.** Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

**13.9. Accounting.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual’s request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

**13.10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services (“DHHS”), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity’s compliance with HIPAA.

**13.11. Individual Authorizations; Restrictions.** Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate’s use or disclosure of PHI.

**13.12. HITECH Act Compliance.** Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

**13.13. Breach; Termination; Mitigation.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

**13.14. Return of PHI.** Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

**13.15. De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a “**Limited Data Set**” in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

**13.16. Survival.** All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

**13.17. Further Assurances; Conflicts.** Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

**13.18. Applicable Law.** The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties’ obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

**Customer**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A****Affiliates**

<i>Name</i>	<i>Address</i>	<i>Customer Number</i>
Shawnee Fire Department Shawnee & Lake Quivira	6501 Quivira Road, Shawnee, KS 66216	198797
Consolidated Fire District #2 NE Johnson County	3921 W. 63 <sup>rd</sup> Street, Prairie Village, KS 66208	197733
Johnson County Fire District #1 SW Johnson County Gardner & Edgerton	490 New Century Parkway, New Century, KS 66031	202752
Leawood Fire Department	14801 Mission Road, Leawood, KS 66224	200577
Lenexa Fire Department	9620 Pflumm Road, Lenexa, KS 66215	197765
Northwest Consolidated Fire District NW Johnson County & De Soto	9745 Kill Creek Road, De Soto, KS 66018	331444
Overland Park Fire Department Overland Park & Merriam	12401 Hemlock Street, Overland Park, KS, 66213	201333



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
02/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b>  <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Tokio Marine America Insurance Company</td> <td>10945</td> </tr> <tr> <td>INSURER B: Trans Pacific Ins Co</td> <td>41238</td> </tr> <tr> <td>INSURER C: Sampo America Fire &amp; Marine Insurance Co</td> <td>38997</td> </tr> <tr> <td>INSURER D: Mitsui Sumitomo Insurance USA Inc.</td> <td>22551</td> </tr> <tr> <td>INSURER E: Sampo America Insurance Company</td> <td>11126</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Tokio Marine America Insurance Company	10945	INSURER B: Trans Pacific Ins Co	41238	INSURER C: Sampo America Fire & Marine Insurance Co	38997	INSURER D: Mitsui Sumitomo Insurance USA Inc.	22551	INSURER E: Sampo America Insurance Company	11126	INSURER F:	
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INSURER E: Sampo America Insurance Company	11126														
INSURER F:															
<b>INSURED</b> ZOLL Medical Corporation and Subsidiaries 269 Mill Road Chelmsford MA 01824-4105 USA															

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER:** 570103874987 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLL640976006	07/01/2023	07/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA6409761-06	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			EXS5200217	07/01/2023	07/01/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	JCD40122W0 AOS JCR40013N0 WI	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570103874987

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**
**CANCELLATION**

City of Olathe PO Box 768 Olathe KS 66051 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED ZOLL Medical Corporation	
POLICY NUMBER See Certificate Number: 570103874987			
CARRIER See Certificate Number: 570103874987	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.
---------------------	--

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				UUX40172U0	07/01/2023	07/01/2024	Aggregate	\$10,000,000
							Each Occurrence	\$10,000,000

**Certificate Of Completion**

Envelope Id: 8F6E5805BB56417FB9C03388D03DD1C2

Status: Completed

Subject: Complete with DocuSign: City of Olathe LOC01889024 PSAI Supplementary Agreement with ASP 3-12-2...

Source Envelope:

Document Pages: 41

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Jody Podgurski

AutoNav: Enabled

jpodgurski@zoll.com

Enveloped Stamping: Enabled

IP Address: 67.218.11.44

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Jody Podgurski

Location: DocuSign

3/12/2024 10:52:30 AM

jpodgurski@zoll.com

**Signer Events****Signature****Timestamp**

Neil Johnston

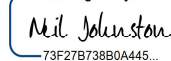
njohnston@zoll.com

VP Global Sales

ZOLL Medical Corp.

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
73F27B738B0A445...

Sent: 3/12/2024 10:55:13 AM

Viewed: 3/12/2024 10:56:39 AM

Signed: 3/12/2024 10:57:04 AM

Signature Adoption: Pre-selected Style

Using IP Address: 67.218.11.44

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/12/2024 10:55:13 AM

Certified Delivered

Security Checked

3/12/2024 10:56:39 AM

Signing Complete

Security Checked

3/12/2024 10:57:04 AM

Completed

Security Checked

3/12/2024 10:57:04 AM

**Payment Events****Status****Timestamps**