CITY OF OLATHE PRICE ADDENDUM

THIS ADDENDUM is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and ZOLL Medical Corporation hereinafter "Vendor" (each individually a “Party” and collectively, the “Parties”).

WHEREAS, City needs Vendor for X-series warranty and annual preventative maintenance on defibrillators/monitors, and has accepted Vendor’s Quotation #00043829 (the “Quote”), attached hereto as Exhibit A and incorporated by reference, for extended warranty and preventative maintenance services (the “Services”); and

WHEREAS, the following changes are incorporated as if a part of the Addendum:

1. PRICE ADDENDUM, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods and services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Addendum until an order has been placed. The total amount authorized for payment for all orders placed under this agreement is $183,276.00. Any order placed under this Addendum beyond the total amount authorized by this Addendum remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Addendum is subject to all terms and provisions of this Addendum. This Addendum will be a four (4)-year Addendum with the option to renew for additional periods upon the written agreement of both parties. The parties may agree to update the price list in **Exhibit A**, to add or drop items or adjust pricing without any other amendment of this Addendum, provided that the updated price list: a) is in writing and references this agreement; b) contains an effective date: and c) is signed by both parties.

2. BILLING. Vendor may bill City annually for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of date on invoice or bill. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to ofdlogistics@olatheks.org (preferred) and/or apolathe@olatheks.org . The bill must indicate it is for work or expenses under this Addendum .

3. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

4. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor’s negligence.

5. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Addendum, City may terminate or reduce the amount of work to be provided by Vendor under this Addendum. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

6. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

7. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Addendum without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Addendum. Any person or entity providing subcontracted work under this Addendum must comply with **Section 11** (**Insurance**).

8. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Addendum, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

9. INSURANCE. Vendor and any subcontractor will maintain for the term of this Addendum insurance as provided in **Exhibit B**, except:

a. Commercial General Liability. City must be included by the latest edition of ISO endorsement CG 2025. It is agreed that primary non-contributory provisions will not apply to claims arising from the negligence of any additional insured.

b. Business Auto Insurance. It is agreed that primary non-contributory provisions will not apply to claims arising from the negligence of any additional insured.

c. Professional Liability Insurance. Not applicable.

d. Cyber insurance. Not applicable.

e. Exposure limits. It is agreed that primary non-contributory provisions will not apply to claims arising from the negligence of the City, its employees, officers, directors or anyone for which the City is responsible.

f. Cancellation. Vendor will endeavor to provide thirty (30) days' advance written notice prior to any cancellation or change in coverage that could adversely affect this agreement.

Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

10. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Addendum, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Vendor agrees to indemnify, defend, and hold

harmless City, its officers, appointees, employees, and agents from any and all third party loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other defective performance of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

11. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. To the extent permitted by Kansas law, Vendor's total cumulative liability to City arising out of or relating to this Addendum, whether in contract, tort, negligence, strict liability, or otherwise, shall not exceed the greater of the total fees paid by City to Vendor under this Addendum or one million dollars ($1,000,000). In no event shall Vendor be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including without limitation loss of use, except to the extent such damages are required to be recoverable under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. Nothing in this Section shall be construed to waive, limit, or modify any immunity or limitation of liability available to City under the Kansas Tort Claims Act.

12. KANSAS ACT AGAINST DISCRIMINATION. ***Unless*** Vendor employs fewer than four (4) employees during the term of this Addendum , or ***unless*** the total of all agreements (including this Addendum) between Vendor and City during a calendar year are cumulatively less than $5,000, ***then*** during the performance of this Addendum, 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 similar provisions with the same effect of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

13. KANSAS OPEN RECORDS ACT. Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq*.). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

14. ENTIRE AGREEMENT. This Addendum, including all documents and exhibits included by reference herein, constitutes the entire Addendum between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Addendum may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Addendum will modify this Addendum, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Addendum that is being modified and 2) indicates the specific changes being made to the language contained in this Addendum.

15. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

16. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

17. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

18. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Addendum.

19. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Addendum and disputes arising out of or related to this Addendum will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Addendum will be in the District Court of Johnson County, Kansas.

20. SEVERABILITY. If any provision of this Addendum is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Addendum will be unaffected and will continue to be valid and enforceable.

21. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Addendum, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Addendum, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this _____ day of

_____ 20___.

CITY OF OLATHE, KANSAS

By: _____
John W. Bacon, Mayor

(SEAL)

_____
City Clerk

APPROVED AS TO FORM:

_____
Aubrey Sample, Public Safety Legal Advisor

ZOLL Medical Corporation

By: DocuSigned by: Antoine Kebbe Jun 19, 2026
22B1043D19B343A...
Antoine Kebbe, VP Service
269 Mill Road
Chelmsford, MA 01284-4105

Exhibit A
Vendor's Proposal

ZOLL

EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Olathe Fire Department (Customer # 113997)

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Attn: **Kevin Joles** (785) 505-5000 / kjjoles@olatheks.org

Bill To: **Olathe Fire Department**
PO Box 768
Olathe, KS 66061

Ship To: **Olathe Fire Department**
1225 South Hamilton Circle
Olathe, KS 66061

From: Tammy Digan
Service Contracts Inside Sales Representative
(978) 421-9357 / tdigan@zoll.com

QUOTATION: **00043829**
Quote Date: November 19, 2025
Quote Pricing: Valid for 60 Days

PM Contact: Kevin Joles - (785) 505-5000 kjjoles@olatheks.org

X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89044-WF	**Professional Defibrillators/Monitors - Worry-Free Service Plan - 4 Years On-Site** X Series - Worry-Free Service Plan - 4 Years On-Site. Includes: Annual preventive maintenance, Repairs: Parts and labor per ZOLL Limited Product Warranty, SurePower Battery replacement upon verified failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner upon request during device service, and no charge shipping. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website. Serial Number(s): AR19D040133,AR19D040164 AR19D040168,AR19D040213 AR19H042692,AR19H042702 AR19I042771,AR19I042772 AR19I042776,AR19I042777 AR19I042778,AR19I042780 AR19I042781,AR19I042788 AR19I042802,AR19I042804 AR19I042805,AR19I042809 AR19I042810,AR19I042812 AR19I042813,AR19I042816 AR19I042818,AR19I042819 AR19I042999,AR19L044997 AR21G060563	01/01/2026 to 12/31/2029	27	$8,485.00	$6,788.00	$183,276.00

TOTAL: **$183,276.00**

COMMENTS: SPECIAL PAYMENT PLAN
Annual Payments will be automatically invoiced, each with terms of net 30 days as follows:

JAN 2026: $45,819
JAN 2027: $45,819
JAN 2028: $45,819
JAN 2029: $45,819

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30 after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: PM work will be scheduled 60-90 days after the agreement is signed.
4. 20% Multi-Unit Discount only applies when the Total Contract Value is invoiced in full and paid in Net 30 Days.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the ExpertCare Service Plan Terms & Conditions which can be found at https://www.zoll.com/en/About/Corporate-Governance-and-Responsibilities/orderterms. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

P.O. # _____

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Olathe Fire Department (Customer # 113997)
Quote No: 00043829 Continued

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Olathe Fire Department

Authorized Signature:

_____

Print Name_____

Title: _____

Date: _____

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below 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 City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

   Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: $1,000,000; General Aggregate: $2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

   Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: $500,000.

   Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

   Limits: $500,000 Each Accident/$500,000 Policy Limit/$500,000 Each Employee

4. Professional Liability (***if applicable***): ***Unless excused by the Agreement with the City,*** Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

   Limits: Each Claim: $1,000,000; General Aggregate: $1,000,000.

5. Cyber Insurance (***if applicable***): ***IF*** accessing the City's network or City's data, ***THEN*** maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this Agreement: 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.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; ***OR*** require each subcontractor not so covered to meet the standards stated herein.

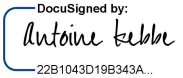
Certificate Of Completion

Envelope Id: 9FA13A61-1CEF-8BCE-805A-7AC79B8AE395
Status: Completed
Subject: Complete with Docusign: City of Olathe Service ZOLL Price Agreement 2026 Final 6.19.2026.pdf
Source Envelope:
Document Pages: 12
Signatures: 1
Certificate Pages: 3
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Jody Podgurski
269 Mill Rd
Chelmsford, MA 01824
jpodgurski@zoll.com
IP Address: 71.184.97.242

Record Tracking

Status: Original
6/19/2026 5:32:50 AM
Holder: Jody Podgurski
jpodgurski@zoll.com
Location: DocuSign

Signer Events	Signature	Timestamp
Antoine Kebbe akebbe@zoll.com Vice President Global Service Security Level: Email, Account Authentication (None)	DocuSigned by:  22B1043D19B343A... Signature Adoption: Pre-selected Style Using IP Address: 2601:18f:0:fb70:29b5:bf66:57ee:ca11	Sent: 6/19/2026 5:34:06 AM Viewed: 6/19/2026 7:02:28 AM Signed: 6/19/2026 7:02:39 AM

Electronic Record and Signature Disclosure:
Accepted: 6/12/2025 11:42:50 AM
ID: dac4c4ec-6246-4dcc-8ef0-dccc00fa37ab
Company Name: Zoll Medical

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	6/19/2026 5:34:06 AM
Certified Delivered	Security Checked	6/19/2026 7:02:28 AM
Signing Complete	Security Checked	6/19/2026 7:02:39 AM
Completed	Security Checked	6/19/2026 7:02:39 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ZOLL Medical (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ZOLL Medical:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: Emily.Sullivan@zoll.com

To advise ZOLL Medical of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Emily.Sullivan@zoll.com and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ZOLL Medical

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Emily.Sullivan@zoll.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ZOLL Medical

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Emily.Sullivan@zoll.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ZOLL Medical as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ZOLL Medical during the course of your relationship with ZOLL Medical.