

Contract Abstract

Contract Information

Contract & Solicitation Title: Cardiac Monitors, AEDs, Accessories, and preventative maintenance & repairs, ZOLL Specific Software including ZOLL Cloud Services.

Contract Summary: Contractor agrees to provide Cardiac Monitors, AEDs, Accessories, and preventative maintenance & repairs, ZOLL Specific Software including ZOLL Cloud Services.

Contract Number: 6563350 Solicitation Number: N/A Requisition Number: SS2024088

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 449466 (exp 10/1/2024)

Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 3/21/2025 Estimated Expiration Date: 3/20/2030 Contract Term: 60 Month

Estimated Contract Life Value: \$2,500,000.00 Fund:* 30003 BU:* 32214600

(*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Jeremy Frye

Procuring Department: Fire Department(s) Served: Metro Wide

Prime Contractor Information

Prime Contracting Firm: ZOLL Medical Corporation ISN#: 1761

Address: 269 Mill Road City: Chelmsford State: MA Zip: 01824

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Jennifer V. Kimball Email Address: contracts@zoll.com Phone #: 978-303-4078

Prime Contractor Signatory: Jennifer V. Kimball **Email Address:** jennifer.kimball@zoll.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: No SBE/SDV participation

Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity (EBO) Program: Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise: No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<u>ZOLL Medical Corporation</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<u></u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<u></u>	<u>Select from the Following:</u>
<u></u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<u></u>	<u>Select from the Following:</u>

Purchasing Terms and Conditions Contract

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This Purchasing Terms and Conditions Contract (the “Contract”) is entered into by and between **The Metropolitan Government of Nashville and Davidson County ("METRO")** and **ZOLL Medical Corporation("CONTRACTOR")** located at **269 Mill Road, Chelmsford, MA 01824-4105**, resulting from a sole source approved and signed by Metro's Purchasing Agent (made a part of this Contract by reference). Each party may hereinafter be individually referred to as a “Party,” and collectively as the “Parties.” This Contract consists of the following documents:

- *Any properly executed Contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A – Pricing,*
 - *Exhibit B – Affidavits,*
 - *Exhibit C – ALS/BLS Software Solutions Master Application Service Provider Agreement, which contains the terms and conditions related to the purchase of any Software as a Service (“SaaS”) cloud-based software application subscriptions.*
 - *Exhibit D – MISA Terms and Conditions*
 - *Exhibit E – ZOLL’s standard warranty and return policies*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order of precedence as listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide cardiac monitors with associated software and service, AEDs trade values, accessories, preventative maintenance and repairs on an as needed basis in accordance with Exhibit A.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Shipping Point, Prepaid by CONTRACTOR and added to the associated invoice, Inside Delivery, as defined by METRO. METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order. Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is signed by all required Parties and filed in the Metropolitan Clerk's Office (the “Effective Date”). This Contract Term will end sixty (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$2,500,000.00. The pricing details are included in Exhibit A and are incorporated into this Contract by reference. CONTRACTOR shall be paid as orders are fulfilled, delivered, and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of date of invoice, but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the delivery acceptance of the products and/or services as determined by METRO, provided acceptance is completed within ten (10) days of delivery or shall otherwise be deemed accepted.

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the Effective Date of this Contract. Any request for adjustment is capped at 4% annually and must be supported by 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.). Any such adjustment, if approved by both Parties, shall become effective on the anniversary of the Effective Date of this Contract.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO only for the satisfactorily and accurately delivered/performed products and/or services. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance in alignment with CONTRACTOR's standard warranty and return policies (Exhibit E).

5. TERMINATION

5.1. Breach

Should either Party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the non-breaching Party shall identify the breach and notify the breaching Party of such breach and breaching Party shall endeavor to cure the performance within thirty (30) days of such breach notice. If the breaching Party fails to satisfactorily provide cure, the non-breaching Party shall have the right to immediately terminate this Contract upon notice to the breaching Party.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon prompt written notice to CONTRACTOR.

5.3. Termination without Cause

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory orders.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. CONTRACTOR agrees that it will comply with this nondiscrimination requirement. Accordingly, all offerors entering into contracts with METRO shall post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

6.4. Covenant of Nondiscrimination

To the extent applicable and practical, all offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

To the extent required by federal and applicable state law, CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Liability insurance coverages outlined below cannot be reduced below the required limits. Proof of insurance shall be required naming METRO as additional insured and identifying Contract number on the ACORD document.

7.2. Products Liability Insurance

In the amount of one million (\$1,000,000.00) dollars per occurrence; two million (\$2,000,000) dollars aggregate

7.3. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars per occurrence; two million (\$2,000,000) dollars aggregate.

7.4. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars each accident

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

7.6. Errors and Omissions Liability Insurance including information technology products

In the amount of one million (\$1,000,000.00) dollars per claim/\$1,000,000 aggregate

7.7. Cyber Liability Insurance

In the amount of four million (\$4,000,000.00) dollars annual aggregate

7.8. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR included as part of the referenced scope in this CONTRACT.. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it. The primary/non-contributory provisions will not apply to claims arising from the negligence of METRO, its officers, officials, employees and/or volunteers.

Automobile Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors, if any, to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.9. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and REQUIRED endorsements effecting coverage required by this section. CONTRACTOR will not allow any required coverage to lapse or non-renew.

PROCUREMENTCOI@NASHVILLE.GOV

In the event of a regulatory proceeding or claim to which METRO is a Party, provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors, if any, to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractors to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

(a) CONTRACTOR standard Limited Product Warranty included in Exhibit E applies.

8.3. Software License

- (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to METRO pursuant to a nonexclusive limited license on the terms hereinafter set forth,
- (b) METRO may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein,
- (c) All rights in the Software remain the product of CONTRACTOR, and METRO shall have no right or interest therein except as expressly provided herein.
- (d) METRO's right to use the Software may be terminated by CONTRACTOR in the event of any failure to comply with terms of this quotation,
- (e) METRO may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer.
- (f) CONTRACTOR warrants that the read-only memory or other media on which the Software is recorded will be in accordance with the CONTRACTOR's standard product warranty.
METRO understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet METRO's requirements. Except as set forth in this Section 8.3 CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. To the extent permitted by Tennessee Law METRO's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to CONTRACTOR Software.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information. This listing is not intended to be comprehensive, and METRO reserves the right to mark or otherwise designate additional information as confidential as becomes necessary or required by Tennessee State Law. CONTRACTOR, and its Agents, for METRO, may have access to confidential information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All confidential information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of the disclosing Party of confidential information, the receiving Party shall return all such information in whatever form in a format chosen by the disclosing Party. In the event of any disclosure or threatened disclosure of a Party's information, the disclosing Party is further authorized and entitled to immediately seek injunctive or other similar relief against the receiving Party, including but not limited to emergency and ex parte relief where available.

Notwithstanding anything to contrary herein, and pursuant to requirements of Tennessee law as currently codified or amended during the duration of this agreement, METRO shall not disclose any of CONTRACTOR'S confidential information or trade secrets. For the purpose of this Contract, "confidential information" shall have the same meaning as "trade secrets" as defined by Tennessee Code Annotated § 47-25-1702(4) in the Tennessee Uniform Trade Secrets Act. Under Tennessee law, trade secret shall include that which is defined by T.C.A. § 47-25-1702, contemplated by T.C.A. § 10-7-504, and as defined within Tennessee case law. Under no circumstance shall any right, title or interest in CONTRACTOR confidential information or trade secret transfer to METRO.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any confidential information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e., "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any reportable data breach within five (5) days of CONTRACTOR's discovery that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by such breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any third-party lawsuit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or U.S. Patent of another party. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such lawsuit. CONTRACTOR's indemnity obligations herein are conditioned provided that METRO shall provide CONTRACTOR immediate notice in writing of the existence of such lawsuit and full right and control to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action at its own expense. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
 - The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
 - The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
 - The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.8. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The financial books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time during typical business hours and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.9. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors

8.10. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods delivered to METRO by CONTRACTOR under this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other works of authorship created by METRO embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty Free license, with no rights to sublicense through multiple levels of sublicenses, to not reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

8.11. Modification of Contract

This Contract may be modified only by written amendment executed by all Parties and their signatories hereto.

8.12. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.13. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.14. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.15. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.16. Boycott of Israel

The Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

8.17. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.18. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.19. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any third party claims, damages, costs, and reasonable attorney fees for injuries or damages to the extent directly caused from the negligent or willful or negligent misconduct of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the Contract.
- B. Any claims, damages, penalties, costs, and reasonable attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to violate applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

- E. In no event shall CONTRACTOR or any of its agents or assigns, be liable to any other party for special, consequential, exemplary, punitive, incidental or other indirect damages, losses, or expenses. This limitation applies to any liability, including liability arising in tort or contract, and even if the CONTRACTOR has been advised in advance or is aware of the possibility of that liability.

8.20. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties hereto. Neither Party shall assign this Contract nor any of the rights and obligations hereunder in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.21. Entire Contract

This Contract, and any attachments hereto or subsequent amendments in accordance with this Contract, constitute the full and entire agreement of the parties relating to the subject matter contained herein and no party shall be liable or bound to any other terms in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein. Upon the execution of this Contract, any prior agreements shall be deemed in their entirety by this Contract, and shall be of no further force or effect. No provision in any subsequent document, including, but not limited to, a purchase order, whether submitted prior to, concurrently with or after the execution of this Contract, shall have no effect on the parties.

8.22. Force Majeure

No Party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, natural disaster, storm, fire, accidents, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war declared and undeclared), national emergency, act of Government, act of public enemy, Internet or other communication line failure not the fault of the affected Party, pandemics, acts of terrorism, embargoes, energy or material shortages and civil insurrection, or other cause of similar or dissimilar nature beyond its control, but will not include a lack of funds or insufficiency of resources caused by lack of funds. The affected Party will immediately give notice to the other Party of such delay and will resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected Party may terminate this Contract without being in breach of this Contract.

8.23. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

Contract 6563350

8.24. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.25. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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Contract Number: 6563350

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: ZOLL Medical Corporation

Attention: Legal Department
Address: 269 Mill Road, Chelmsford, MA 01824
Telephone: (978) 421-9655
Fax: (978) 421-0005
E-mail: legalnotice@zoll.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Corporation Service Company
Attention: CSC
Address: 2908 Poston Avenue, Nashville, TN 32703
Email: P: (800) 927-9800

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Notices & Designations
Department & Project Manager

Contract Number	6563350
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Nashville Fire Department
Attention	Leigh Anne Burtchaell
Address	63 Hermitage Avenue, Nashville, TN 37210
Telephone	615.862.6364
Email	leighanne.burtchaell@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

Project Manager	Fred Smith
Title	Deputy Director - EMS
Address	63 Hermitage Avenue, Nashville, TN 37210
Telephone	615.862.5359
Email	fred.smith@nashville.gov

Appendix Z – Contract Administration

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

Vendor Performance Management Plan

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to PRG@nashville.gov.

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Amendment

For all contracts, the project manager will notify PRG@nashville.gov if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Escalation

For contracts that include an escalation/de-escalation clause, the project manager will notify PRG@nashville.gov when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

Contract Close Out – Purchasing

For all contracts, the project manager will notify PRG@nashville.gov when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

Contract Close Out – BAO

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

Best Practices

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number _____

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

William Swann *LAB*
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Dennis Rowland *DR*
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/MAL *BN*
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Lezie Ward *B*
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

ZOLL Medical Corporation
Company Name

Kurt Sandstrom
Signature of Company's Contracting Officer

Kurt Sandstrom
Officer's Name

Group VP, North American EMS Sales
Officer's Title

Exhibit A - Pricing for Contract 6563350

METRO NASHVILLE PRICING FOR AGREEMENT

ITEM	ITEM DESCRIPTION	UOM	Price
20100000101011010	AED PLUS, PS SERIES, W/PA CVR, LCD, NO VOICE RCDG, 60HZ, DMST	EA	1,986.28
20100000102011010	AED PLUS, PS SERIES, W/AED CVR, LCD, NO VOICE RCDG, ENGLISH	EA	1,986.28
20100010102011320	ZOLL AED PLUS, PS SERIES, LCD, NO VOICE RCDG, W/BATTERIES, FED GOVT VALI	EA	2,149.48
20600000101011010	AED PLUS, PS SERIES W/BASIC CVR, LCD, NO VOICE RCDG, ENG	EA	1,986.28
20600001101011010	AED PLUS, PS SERIES W/BASIC CVR, LCD, VOICE RCDG, ENGLISH	EA	2,057.68
20700000101011010	AED PLUS, PS SERIES W/BASIC CVR, LCD, NO VOICE RCDG, ENG	EA	1,986.28
20700001101011010	AED PLUS, PS SERIES W/BASIC CVR, LCD, VOICE RCDG, ENG	EA	2,057.68
21400710702011010	AED PLUS, PS SERIES, FULLY AUTOMATIC, W/AED CVR, LCD, NO VOICE RCDG, 60	EA	1,986.28
22300700701011010	AED PLUS, PS SERIES, FULLY AUTOMATIC, W/PS CVR, LCD, NO VOICE RCDG, DM	EA	1,986.28
22300700702011010	AED PLUS, PS SERIES, FULLY AUTOMATIC, W/PA CVR, LCD, NO VOICE RCDG, DM	EA	1,986.28
90110200499991010	AED PRO, SEMI AUTO W/MNL OVERRIDE, NO BATTERY, NO ELECTRODES	EA	3,532.10
90110200499991300	AED PRO, SEMI AUTO W/MNL OVERRIDE, NO VOICE, AW	EA	3,852.55
90110400499991010	AED PRO, SEMI AUTOMATIC ONLY, NO BATTERY, NO ELECTRODES	EA	3,532.10
90110600499991010	AED PRO, MANUAL ONLY, NO VOICE, LCD, ENGLISH	EA	3,532.10
93010340499991010	AED PRO, SEMI-AUTO/MANUAL, (1 CPR-D PAD), CARRY CASE	EA	3,600.35
8502-001103-01	BLS, ZOLL AED 3, ENGLISH, AHA	EA	3,378.20
8502-001109-01	BLS, ZOLL AED 3, USB, ENGLISH AHA	EA	3,670.80
8508-001103-01	BLS, ZOLL AED3, ENGLISH, AHA	EA	3,378.20
8508-001109-01	BLS, ZOLL AED 3, USB, ENGLISH AHA	EA	3,378.20
8509-001103-01	BLS, W/O CARRY CASE, ZOLL AED3, ENGLISH, AHA	EA	3,378.20
8509-001109-01	BLS, W/O CARRY CASE, ZOLL AED 3, USB, ENGLISH AHA	EA	3,378.20
8562-001106-01	BLS, AVIATION, ZOLL AED 3, ENGLISH, AHA	EA	3,451.70
8531-001101-01	SEMI-AUTOMATIC, ZOLL AED 3, AED ONLY, ENGLISH, AHA	EA	2,870.70
8700-0730-01	AUTOPULSE, PLATFORM, RESUSCITATION SYSTEM, EMS, ENGLISH	EA	14,550.00
8700-001003-01	EMS NXT STARTER KIT, ENGLISH	EA	22,507.88
8700-001070-01	AUTOPULSE NXT PLATFORM, ENGLISH	EA	16,767.42
12-0823-000	RESQPUMP ACD-CPD DEVICE	EA	1,365.15
12-0825-000	RESQCPR SYSTEM	EA	1,645.40
601-0120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, BVM, CP	EA	23,254.88
601-0121112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, ETCO2, BVM, N	EA	27,761.17
601-0130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, BVM, NI	EA	25,731.77
601-0131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, ETCO2, E	EA	30,237.33
601-0140112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, SPMET, E	EA	27,856.07
601-0220102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, CF	EA	22,402.97
601-0220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, NI	EA	25,555.84
601-0221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, ETCO2, E	EA	30,062.13
601-0230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, B	EA	28,032.00
601-0231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, E	EA	32,537.56
601-2120011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, NIBP, SPO2, CPR EX	EA	27,623.93
601-2120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, E	EA	30,877.54
601-2120212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, E	EA	31,776.17
601-2121011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, NIBP, SPO2, CPR EX	EA	32,264.54
601-2121102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETC	EA	32,230.96
601-2121111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETC	EA	35,384.56
601-2121212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETC	EA	36,281.73
601-2130011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, NIBP, SPO2, SPCO, (EA	30,173.82
601-2130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPC	EA	33,354.43
601-2130212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPC	EA	34,251.60
601-2131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPC	EA	37,859.99
601-2220011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO	EA	29,992.78
601-2220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO	EA	33,178.50
601-2220212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO	EA	34,076.40
601-2220411-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO	EA	30,917.69
601-2220511-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO	EA	33,472.69
601-2221011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO	EA	34,634.85
601-2221102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO	EA	34,531.19
601-2221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO	EA	37,684.06

601-2221212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	38,581.23
601-2221411-01	X SERIES, ALS, 12 LD, PACE, SPO2, ETCO2, TEMP, NIBP, CPR EXTENDED, DMST EA	35,558.30
601-2221511-01	X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD W/INTERP, SPO2, NIBP, EA	38,114.03
601-2230011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2 EA	32,543.40
601-2230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	35,654.66
601-2230411-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, ECG, PACING, NIBP, SPI EA	33,468.31
601-2230511-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, ECG, PACING, NIBP, SPI EA	36,022.58
601-2231001-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NO NIBP, S EA	33,936.97
601-2231011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2 EA	37,184.74
601-2231102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	37,008.08
601-2231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	40,159.49
601-2231212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	41,057.39
601-2231411-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPI EA	38,109.65
601-2231511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPI EA	40,663.92
601-2240011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2 EA	34,731.94
601-2240511-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2 EA	38,211.85
601-2241011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2 EA	39,372.55
601-2241112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	42,285.25
601-2241212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	43,182.42
601-2241411-01	X SERIES, ALS, 12 LD, PACE, SPO2, SPCO, SPMET, ETCO2, TEMP, NIBP, CPR EXTEN EA	40,297.46
601-2241511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPI EA	42,852.46
601-2261112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	44,661.40
601-2261511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPI EA	45,300.15
601-2271011-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPI EA	44,009.51
601-2271112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12-LEAD W/INTERP, PACE, SPO2 EA	46,785.70
601-2271211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCC EA	47,682.87
601-2271511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPI EA	47,489.42
601-2431112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDI EA	41,779.36
601-2431212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	42,676.53
601-0120111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, BVM, NIBP, CP EA	23,254.88
601-0121111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, ETCO2, BVM, N EA	27,761.17
601-0130111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, BVM, NI EA	25,731.77
601-0131111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, ETCO2, EA	30,237.33
601-0140111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, SPMET, EA	27,856.07
601-0220101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, CF EA	22,402.97
601-0220111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, NI EA	25,555.84
601-0221111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, ETCO2, EA	30,062.13
601-0230111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, B EA	28,032.00
601-0231111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, E EA	32,537.56
601-2120111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, EA	30,877.54
601-2120211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, EA	31,776.17
601-2121101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCC EA	32,230.96
601-2121211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCC EA	36,281.73
601-2130111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO EA	33,354.43
601-2130211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO EA	34,251.60
601-2130411-01	X SERIES, MONITOR/DEFIBRILLATOR, 3/5 LEAD, ECG, NIBP, SPO2, SPCO, TEMP, C EA	31,099.46
601-2131011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, NIBP, SPO2, SPCO, C EA	34,815.89
601-2131111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO EA	37,859.99
601-2220010-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2 EA	29,068.60
601-2220111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	33,178.50
601-2220211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	34,076.40
601-2221010-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2 EA	33,709.21
601-2221101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	34,531.19
601-2221111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCC EA	37,684.06
601-2221211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCC EA	38,581.23
601-2230111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	35,654.66
601-2231101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	37,008.08
601-2231111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCC EA	40,159.49
601-2231211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCC EA	41,057.39

601-2240010-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2 EA	33,807.03
601-2241010-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, ECG, PACING, NIBP, SPO2 EA	38,449.10
601-2241111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCC EA	42,285.25
601-2241211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCC EA	43,182.42
601-2261111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 EA	44,661.40
601-2271111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12-LEAD W/INTERP, PACE, SPO2 EA	46,785.70
601-2421211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD/W INTERP, PACE, AUDI EA	40,201.10
601-2431111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDI EA	41,779.36
601-2431211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDI EA	42,676.53
8900-000861-01	PEDI-PADZ II TRAINING ELECTRODES (6/CASE) EA	108.12
8900-0803-01	TRAINING CPR-D REPLACEMENT GEL 5/CASE EA	49.64
8900-0807-01	CPR-D ACCESSORY KIT, SINGLE EA	17.68
8900-0808-01	CPR-D ACCESSORY KIT (P/N 8900-0807-01), 50/CASE CS	693.60
8900-0809-01	CPR-D DEMO REPLACEMENT PADZ EA	59.84
8900-0400	CPR STAT-PADZ ELECTRODE (P/N 8900-0402), 8/CASE CS	509.32
8900-0801-01	STAT-PADZ II ELECTRODE, SINGLE EA	49.64
8900-0802-01	STAT-PADZ II ELECTRODE (P/N 8900-0801-01), 12/CASE CS	412.76
8900-0805-01	STAT-PADZ II TRAINING ELECTRODES EA	103.36
8900-000268	AED 3 UNI-PADZ DEFIB TEST CABLE KIT EA	73.50
8900-0402	CPR STAT-PADZ ELECTRODE, SINGLE EA	76.84
8900-0800-01	CPR-D-PADZ ONE PIECE ELECTRODE PAD WITH REAL CPR HELP EA	151.64
8900-0810-01	PEDI-PADZ II ELECTRODES - ONE PAIR EA	102.00
8900-5007	CPR-D DEMO ELECTRODES W/CABLE EA	105.40
8700-0706-01	LIFEBAND 3 PACK PKG	496.64
12-0242-000	RESQPOD ITD 10 EA	140.60
12-0242-030	RESQPOD ITD 10, MIL-SKU EA	140.60
12-0586-000	SUCTION CUP FOR ACD-CPR DEVICE EA	52.25
12-0822-000	RESQPOD ITD 16, US EA	140.60
12-2394-000	RESQPAD EA	37.05
8000-000130	RD SET ADULT CS23, SpO2 ADHESIVE SENSORS, 3 Ft, 20/BOX (REF: 4475) BOX	302.22
8000-000131	RD SET PEDIATRIC CS23, SpO2 ADHESIVE SENSORS, 3 Ft, 20/BOX (REF: 4476) BOX	348.94
8000-000132	RD SET INFANT CS23, SpO2 ADHESIVE SENSORS, 3 Ft, 20/BOX (REF: 4477) BOX	413.91
8000-000134	RD SET NEONATAL/PRETERM CS23, SpO2 ADHESIVE SENSORS, 3 Ft, 20/BOX (REF: 4478) BOX	461.36
8000-000475	MASIMO, M-LNCS ADTX, ADULT ADHESIVE SENSOR, (20 PER BOX), (REF: 9355-001) EA	302.22
8000-000476	MASIMO, M-LNCS PDTX-3, PEDIATRIC ADHESIVE SENSOR, (20 PER BOX), (REF: 9355-002) EA	316.09
8000-000477	MASIMO, M-LNCS INF-3, INFANT ADHESIVE SENSOR, (20 PER BOX), (REF: 9355-003) EA	400.04
8000-000478	MASIMO, M-LNCS NEOPT-3, NEONATAL PRETERM ADHESIVE SENSOR, (20 PER BOX) EA	437.27
8000-0642	NEONATAL DISPOSABLE CUFFS SIZE 3 [6.0-11.0 CM] (20 PER BOX) EA	93.44
8000-0643	NEONATAL DISPOSABLE CUFFS SIZE 4 [7.0 - 13.0 CM] (20 PER BOX) EA	186.88
8000-0644	NEONATAL DISPOSABLE CUFFS SIZE 5 [8.0 - 15.0 CM] (20 PER BOX), (REF: 9355-004) EA	103.66
8300-0797-01	KIT, NEONATAL CUFF KIT, ONE OF EACH SIZE #1-5, SINGLE TUBE W/MALE LUER CC EA	25.55
8900-000219-01	ONESTEP PEDIATRIC CPR ELECTRODE, SINGLE EA	86.14
8900-000220-01	ONESTEP PEDIATRIC CPR ELECTRODE (P/N 8900-000219-01), 8/CASE EA	634.37
8900-0004	4 ECG RECTANGULAR ELECTRODES, 10 SHELF CARTONS / CASE (480) EA	94.17
8900-0006	6 ECG RECTANGULAR ELECTRODES, 10 SHELF CARTONS / CASE (600) EA	117.53
8900-0180	TRAINING ONESTEP ELECTRODE W/CABLE EA	136.51
8900-0185	TRAINING ONESTEP REPLACEMENT ELECTRODE (8 PER CASE) CS	97.09
8900-0190	TRAINING CPR STAT-PADZ ELECTRODE W/CABLE EA	87.60
8900-0195	TRAINING CPR STAT-PADZ, REPLACEMENT PADS CS	78.11
8900-0240-01	TRAINING ONESTEP CPR AA ELECTRODE W/CABLE EA	136.51
8900-0245-01	TRAINING ONESTEP AA REPLACEMENT ELECTRODES, 8/CASE CS	97.09
8900-0700	30 ECG RECTANGULAR ELECTRODES, 20 POUCHES / CASE (600) CS	112.42
8900-0701	30 ECG 1.5" ROUND ELECTRODES, 20 POUCHES / CASE (600) CS	112.42
8900-0703	30 ECG 2" ROUND ELECTRODES, 20 POUCHES / CASE (600) CS	112.42
8900-0704	30 ECG 1.5" ROUND RADIOTRANSLUCENT ELECTRODES, 10 POUCHES / CASE (300) CS	56.94
8900-0706	30 ECG SQUARE ELECTRODES, 20 POUCHES / CASE (600) CS	112.42
8900-0709	4 PEDIATRIC ECG 1.5" ROUND ELECTRODES, 10 SHELF CARTONS / CASE (480) CS	107.31
8900-1003-01	3 PEDIATRIC ECG 1.5" ROUND ELECTRODES, 10 SHELF CARTONS / CASE (300) EA	63.51
8900-2061	PEDI-PADZ MULTI-FUNCTION ELECTRODE, SINGLE EA	54.02

8900-2065	PEDI-PADZ MULTI-FUNCTION ELECTRODE (P/N 8900-2061), 6/CASE	CS	221.92
8900-4003	STAT-PADZ ELECTRODE (8900-4004), 12/CASE	CS	446.03
8900-4004	STAT-PADZ ELECTRODE, SINGLE	EA	51.83
8000-000133	RD SET NEONATAL CS ₂ 3, SpO2 ADHESIVE SENSORS, 3 Ft, 20/BOX (REF: 4478)	BOX	413.91
8000-0324	LNCS NEOPT-3, NEONATAL SP02 ADHESIVE SENSOR (BOX OF 20), (REF: 9355-0324)	EA	461.36
8900-0005	5 ECG RECTANGULAR ELECTRODES, 10 SHELF CARTONS / CASE (500)	EA	97.82
8900-2302-01	PRO-PADZ BIPHASIC ELECTRODE, SINGLE	EA	47.45
8900-2303-01	PRO-PADZ BIPHASIC ELECTRODE (8900-2302-01), 12/CASE	CS	393.47
8900-3000-01	PEDI-PADZ SOLID GEL ELECTRODE (8900-3001-01), 6/CASE	CS	221.92
8900-3001-01	PEDI-PADZ SOLID GEL ELECTRODE, SINGLE	EA	54.02
8000-0320	LNCS DISPOSABLE ADULT SP02 SENSORS (20 PER BOX), (REF: 9355-0320, 1859)	EA	302.22
8000-0321	LNCS DISPOSABLE PEDIATRIC SP02 SENSORS (20 PER BOX), (REF: 9355-0321, 18 EA	EA	348.94
8000-0322	LNCS INF-3, INFANT SP02 ADHESIVE SENSOR (BOX OF 20), (REF: 9355-0322, 231 EA	EA	413.91
8000-000101	RD SET E1 ADULT SP02 EAR SENSOR, 3FT (REF: 4015)	EA	396.39
8000-000103	RD SET PEDI ADV PARAMETERS SPHB, SPHB, SPMET, SPOC (REF: 4027)	EA	1,019.08
8000-000104	RD SET ADULT ADV PARAMETERS SPHB, SPMET, SPOC, PVI (REF: 4026)	EA	1,019.08
8000-000106	RD RAINBOW NEONATE 8 ₂ SpCO, ADHESIVE SENSOR, 10/BOX (REF: 4037)	BOX	646.78
8000-000200	CUFF, BLOOD PRESSURE, SIZE-01 NEONATE, SOFT DISPOSABLE, 1 TUBE, FEMALE EA	EA	81.76
8000-000201	CUFF, BLOOD PRESSURE, SIZE-02 NEONATE, SOFT DISPOSABLE, 1 TUBE, FEMALE EA	EA	86.87
8000-000202	CUFF, BLOOD PRESSURE, SIZE-03 NEONATE, SOFT DISPOSABLE, 1 TUBE, FEMALE EA	EA	91.25
8000-000203	CUFF, BLOOD PRESSURE, SIZE-04 NEONATE, SOFT DISPOSABLE, 1 TUBE, FEMALE EA	EA	95.63
8000-000204	CUFF, BLOOD PRESSURE, SIZE-05 NEONATE, SOFT DISPOSABLE, 1 TUBE, FEMALE EA	EA	100.01
8000-000456	MASIMO SINGLE PATIENT EAR SENSOR, LNCS E1, BOX OF 10, (REF: 9355-000456, EA	EA	396.39
8000-000457	MASIMO SINGLE PATIENT EAR SENSOR, M- LNCS E1, BOX OF 10, (REF: 9355-0004 EA	EA	396.39
8000-000462	RAINBOW, R1-25L ADULT ADHESIVE SENSORS, SpHb, SpO2, SpMet, (10 PER BOX EA	EA	1,019.08
8000-000468	RAINBOW, R1-25 BUTTERFLY ADULT ADHESIVE SENSORS, SpHb, SpO2, SpMet, (1 EA	EA	1,019.08
8000-000469	RAINBOW, R1-20 BUTTERFLY PEDIATRIC ADHESIVE SENSORS, SpHb, SpO2, SpMe EA	EA	1,019.08
8000-000817	RD RAINBOW SET-2 ADULT/NEONATE ADHESIVE SENSOR, 10/BOX (REF: 4029)	BOX	1,019.08
8000-000818	RD RAINBOW ADULT 8 ₂ SpCO, ADHESIVE SENSOR, 10/BOX (REF: 4034)	BOX	646.78
8000-000819	RD RAINBOW PEDIATRIC 8 ₂ SpCO ADHESIVE SENSOR, 10/BOX (REF: 4035)	BOX	739.49
8000-000875-01	PAPER, THERMAL, 80MM ROLL, TSI, BPA-FREE (BOX OF 6)	BOX	23.36
8000-000876	RD RAINBOW INFANT 8 ₂ SpCO ADHESIVE SENSOR, 10/BOX (REF: 4036)	BOX	739.49
8000-000876-01	PAPER, THERMAL, 80MM ROLL, TSI, W/GRID, BPA-FREE (BOX OF 6)	BOX	23.36
8000-0336	RAINBOW R25, SINGLE USE SENSOR FOR PATIENTS > 30kg, (10 PER BOX), (REF: 9 EA	EA	646.78
8000-0337	RAINBOW R25-L, SINGLE USE SENSOR FOR PATIENTS < 3kg, > 30kg, (10 PER BOX) EA	EA	646.78
8000-0339	RAINBOW R20, SINGLE USE SENSOR FOR PEDIATRICS 10-50 kg, (10 PER BOX), (R EA	EA	739.49
8000-0340	RAINBOW R20-L, SINGLE USE SENSOR FOR INFANTS 3-30 kg, (10 PER BOX), (REF: EA	EA	739.49
8000-0640	NEONATAL DISPOSABLE CUFFS SIZE 1 [3.0-6.0 CM] (20 PER BOX), (REF:9355-0640 EA	EA	83.95
8000-0641	NEONATAL DISPOSABLE CUFFS SIZE 2 [4.0-8.0 CM] (20 PER BOX), (REF: 9355-064 EA	EA	89.79
8300-000200	MICROSTREAM ADVANCE ADULT ORAL-NASAL CO2 FILTER LINE WITH O2 TUBING EA	EA	446.76
8300-000202	MICROSTREAM ADVANCE PEDIATRIC ORAL-NASAL CO2 FILTER LINE, SHORT TERM EA	EA	302.22
8300-000203	MICROSTREAM ADVANCE PEDIATRIC ORAL-NASAL CO2 FILTER LINE WITH O2 TUBE EA	EA	499.32
8300-000204	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, EXTEN EA	EA	682.55
8300-000206	MICROSTREAM ADVANCE NEONATAL-INFANT INTUBATED CO2 FILTER LINE, EXTEI EA	EA	565.02
8300-000207	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, HIGH I EA	EA	865.05
8300-000208	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, SHOR EA	EA	349.67
8300-000210	MICROSTREAM ADVANCE ADULT ORAL-NASAL CO2 FILTER LINE WITH O2 CONNE EA	EA	270.83
SOFT-07-2MQ	INFANT CUFF, 9-13CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	162.79
SOFT-08-2MQ	SMALL CHILD CUFF,12-16CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	162.79
SOFT-09-1MQ	CHILD CUFF,15-21CM,SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	154.76
SOFT-09-2MQ	CHILD CUFF,15-21CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	162.79
SOFT-10-1MQ	SMALL ADULT CUFF,20-26CM,SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	173.01
SOFT-10-2MQ	SMALL ADULT CUFF,20-26CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	181.77
SOFT-11-2MQ	ADULT CUFF,25-34CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	181.77
SOFT-11L-2MQ	ADULT LONG CUFF, 25-34CM, DOUBLE TUBE W/TWIST LOCK CONNECTOR (20/CS)	CS	210.24
SOFT-12-1MQ	LARGE ADULT CUFF,32-43CM,SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	173.01
SOFT-12-2MQ	LARGE ADULT CUFF,32-43CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	181.77
SOFT-12L-2MQ	LARGE ADULT LONG, 32-43CM, DOUBLE TUBE W/TWIST LOCK CONNECTOR (20/CS)	CS	210.24
SOFT-13-1MQ	THIGH CUFF,40-55CM,SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	228.49

SOFT-13-2MQ	THIGH CUFF,40-55CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	246.74
001739-U	PAPER, CHART 40MM, WHITE, BOX-3RL	EA	18.98
8000-000816	RD RAINBOW SET-2 INFANT ADHESIVE SENSOR, 10/BOX (REF: 4028)	BOX	1,019.08
8000-0674	REUSABLE TEMPERATURE SENSOR ADAPTER CABLE, (REF: 9355-0674, 861517RJ)	EA	60.59
8000-001128	FLOWTUBE, ACCUVENT, BOX OF 10	EA	581.81
8000-0375-01	KIT SOFTCASE, AED PLUS TRAINER2	EA	71.40
8000-0802-01	REPLACEMENT SOFTCASE	EA	91.12
8000-0807-01	TYPE 123 LITHIUM BATTERIES	PKG	65.96
8000-0822	TRAINER US AC ADAPTER	EA	46.24
8008-000052-01	TRAINER2, AED PLUS, AHA, ENGLISH FULLY AUTOMATIC	EA	317.56
8008-0006-01	AED PLUS, TRAVEL TRAINER, (REF: 9355-0015-01)	EA	333.88
8008-0050-01	AED PLUS TRAINER2 UNIT	EA	317.56
9650-0300-01	OPERATOR'S GUIDE	EA	19.72
9650-0301-01	MANUAL, ADMINISTRATORS, ZOLL AED PLUS, WITH CPR, ENGLISH	EA	19.72
9650-0851-01	VIDEO, FIRST RESPONDERS, AED PLUS	EA	23.12
9658-0413-01	DVD, SETUP AND PRACTICE VIDEOS, AED PLUS	EA	8.84
8000-0815	USB IRDA ADAPTER, (REF: 9355-0807, ACT-IR2000-UL, ACT-IR2002UL)	EA	91.12
8000-0816	RS-232 IRDA ADAPTER, (REF: 9355-0808, ACT-IR220L+)	EA	91.12
8900-0804-01	TRAINING CPR-D PADZ ELECTRODE, WITH 1 PAIR REP. GEL	CS	75.48
8000-0810-01	AED PRO SOFT CARRY CASE	EA	87.10
8000-0829-01	AED PRO SIMULATOR.	EA	276.25
8000-0832-01	AED PRO MOLDED VINYL CARRY CASE WITH SPARE BATTERY COMPARTMENT	EA	137.80
8000-0838	AED PRO ECG CABLE AAMI	EA	132.60
8000-0843-01	CD-ROM, ZOLL ADMINISTRATION SOFTWARE (ZAS), AED PRO	EA	23.40
8000-0860-01	AED PRO NON-RECHARGEABLE LITHIUM BATTERY PACK	EA	132.60
8000-0860-30	KIT, BATTERY PACK, DISPOSABLE, LITHIUM, CLASS 9, AED PRO (AW)	EA	167.05
9650-0309-01	AED PRO SERVICE MANUAL	EA	46.15
9650-0350-01	AED PRO REPLACEMENT OPERATOR GUIDE	EA	23.40
8000-0875-32	AED PRO HARD CASE WITH FOAM CUT-OUTS (PELICAN)	EA	190.45
8019-0535-01	SUREPOWER* RECHARGEABLE LITHIUM ION BATTERY PACK	EA	657.56
8000-000696	ZOLL AED 3 BATTERY PACK	EA	136.50
8000-000925	ZOLL AED SIMULATOR	EA	349.30
8000-001250	ZOLL AED 3 CARRY CASE	EA	102.90
8000-001251	POUCH, BATTERY, ZOLL AED 3	EA	18.20
8000-001252	SHOULDER STRAP, CARRY CASE, ZOLL AED 3	EA	13.30
8000-001253	SMALL RIGID PLASTIC CARRY CASE, ZOLL AED 3	EA	240.10
8000-001254	LARGE RIGID PLASTIC CARRY CASE, ZOLL AED 3	EA	349.30
8000-001255	BRACKET, WALL MOUNT, ZOLL AED 3	EA	46.90
8000-002008	ZOLL AED 3 TRAINING POWER ADAPTER, NORTH AMERICA	EA	225.40
8000-0804-01	KIT, CABLE ADAPTER, UNIVERSAL ZOLL AED PLUS	EA	91.12
8700-000764-01	AUTOPULSE TRAINING SYSTEM-LI-ION	EA	9,786.33
8700-000850-40	AUTOPULSE QUICK CASE, BLUE	EA	656.69
8700-0704-01	BATTERY CHARGER POWER CORD	EA	12.61
8700-0707-01	LIFEBAND TRAINER	EA	431.65
8700-0708-01	AUTOPULSE GRIP STRIPS	PKG	18.43
8700-0709-01	AUTOPULSE SHOULDER RESTRAINT	EA	75.66
8700-0710-01	AUTOPULSE HEAD IMMOBILIZER (5 PER PACKAGE)	PKG	74.69
8700-0711-01	AUTOPULSE BACKBOARD CABLE TIES	PKG	93.12
8700-0712-01	AUTOPULSE SOFT STRETCHER	EA	170.72
8700-0717-01	AUTOPULSE HYGIENE BARRIER - ONE EACH.	EA	16.49
8700-0718-01	AUTOPULSE MANIKIN	EA	246.38
8700-0752-01	AUTOPULSE LI-ION BATTERY	EA	1,093.19
8700-0753-01	AUTOPULSE MULTI-CHEMISTRY BATTERY CHARGER	EA	3,037.07
9650-0715-01	AUTOPULSE BATTERY CHARGER USER GUIDE	EA	30.07
9658-0716-01	AUTOPULSE IN-SERVICE TRAINING VIDEO (DVD)	EA	26.19
8700-001012-01	AUTOPULSE NXT LI-ION BATTERY	EA	1,452.09
8700-001017-01	AUTOPULSE NXT SHOULDER RESTRAINT	EA	84.39
8700-001018-01	AUTOPULSE NXT QUICK CASE	EA	765.33
8700-001022-01	AUTOPULSE NXT HYGIENE BARRIER (3 PACK)	EA	33.95

8700-001071-01	AUTOPULSE NXT CHARGER , NORTH AMERICA	EA	3,282.48
8700-001090-01	AUTOPULSE NXT BAND (3 PACK)	PKG	375.39
8700-001091-01	AUTOPULSE NXT BAND (6 PACK)	PKG	726.53
12-0869-000	RESQCPR DEMO KIT	EA	76.95
12-0935-000	RESQCPR CARRYING CASE	EA	76.95
12-2116-000	MANIKIT	EA	203.30
12-2507-000	RESQCPR TRAINING KIT	EA	884.45
8000-001814	RD SET DCI, ADULT SPO2 SENSOR, 3 FT	EA	275.21
8000-000459	M-LNCS DCI REUSABLE SENSOR, (REF:2501)	EA	275.21
8009-0020	CPR-D PADZ CONNECTOR FOR R SERIES ONESTEP CABLE	EA	359.89
8009-0751-01	SIMULATOR, SEETHRU CPR	EA	456.98
8050-0030-01	SUREPOWER CHARGING STATION	EA	2,219.20
8050-0032-01	SUREPOWER CHARGER BATTERY WELL SPACER.	EA	21.17
8200-000100-01	SINGLE BAY CHARGER,DOMESTIC	EA	922.72
8300-000006	DC AUXILIARY POWER SUPPLY, PROPAQ/X	EA	1,476.06
8300-0250-01	CHARGER ADAPTER, SUREPOWER II BATTERY	EA	289.08
8300-0500-01	4 BAY SUREPOWER CHARGER W/4 CHARGER ADAPTERS	EA	2,520.69
9652-0605-01	12-LEAD ECG POCKET REFERENCE CARDS (25 PER PACK)	EA	48.91
8000-000105	RD SET DBI ADULT SOFT SENSOR, 3 FT (REF: 4052)	EA	312.44
8000-0053	DEFIBRILLATOR GEL - 12 TUBES	CS	73.73
8000-0294	LNCS ADULT REUSABLE SPO2 SENSOR, (REF:9355-0294, 1863)	EA	275.21
8000-000151	RD RAINBOW SET MD20-04, EMS, PATIENT CABLE, 4 Ft. (REF: 4792)	EA	228.49
8000-000205	HOSE, BLOOD PRESSURE CUFF, INFANT NEO, 8 FT, WITH ISO CONNECTOR	EA	113.88
8000-000371	RAINBOW DCI, ADULT REUSABLE SENSOR, SPO2/SPCO/SPMET, 3 FT M-15 CONNI EA		785.48
8000-000372	RAINBOW DCIP, PEDIATRIC/SLENDER DIGIT REUSABLE SENSOR, SPO2/SPCO/SPI EA		785.48
8000-000393-01	X SERIES CARRY CASE, PREMIUM	EA	646.78
8000-000404-01	CARRY CASE, REAR BAG, X SERIES	EA	25.55
8000-000405-01	CARRY CASE, SHOULDER STRAP, X SERIES	EA	12.41
8000-000467	RAINBOW, DCI SC-400, PEDIATRIC REUSABLE FINGER SENSOR, 3FT, SpHb, SpO2, EA		1,668.78
8000-000493	ANTENNA, ULTRA-WIDEBAND,4G/3G/2G	EA	47.45
8000-000861	LNCS-II RAINBOW DCIP 8; SPHB, SC-400, PEDIATRIC SENSOR, 3 FT, 1/BOX (REF: BOX		1,668.78
8000-000862	LNCS-II RAINBOW DCI 8; SPCO ADULT SENSOR, 3 FT, 1/BOX (REF: 4067)	BOX	824.17
8000-000863	LNCS-II RAINBOW DCIP 8; SPCO PEDIATRIC SENSOR, 3 FT, 1/BOX (REF: 4068)	BOX	824.17
8000-000903-01	AUX PWR, BREAKOUT CABLE, X SERIES	EA	109.50
8000-001392	RAINBOW RC-4, 4FT REUSABLE EMS PATIENT CABLE (REF: 4481)	EA	228.49
8000-001701	RD RAINBOW SET MD20-05, PATIENT CABLE, 5 FT	EA	228.49
8000-001702	RD RAINBOW SET MD20-12, PATIENT CABLE, 12 FT	EA	275.21
8000-0246-30	8 FT PULSE OX PATIENT CABLE	EA	244.55
8000-0304	POWER CORD, 120/60HZ W/FERRITE, DMST	EA	34.31
8000-0330	RED LNC-4, 4FT REUSABLE PATIENT CABLE, (REF: 9355-0330, 2055)	EA	275.21
8000-0331	RED LNC-10, 10FT REUSABLE PATIENT CABLE, (REF: 9355-0331, 2056)	EA	321.20
8000-0332	RED DCI-DC3, 3FT ADULT REUSABLE PATIENT CABLE/SENSOR, (REF: 9355-0332, EA		321.20
8000-0333	RED DCIP-DC3, 3FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF: 9355-0 EA		367.92
8000-0335	RED DCIP-DC12, 12FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF:9355 EA		600.06
8000-0341	RAINBOW RC-4, 4FT REUSABLE PATIENT CABLE, (REF: 9355-0341, 2406)	EA	228.49
8000-0342	RAINBOW RC-12, 12FT REUSABLE PATIENT CABLE, (REF: 9355-0342, 2404)	EA	275.21
8000-0343	RAINBOW DCI-DC8, 8FT ADULT REUSABLE PATIENT CABLE/SENSOR, (REF: 9355-C EA		832.93
8000-0345	RAINBOW DCIP-DC8, 8FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF: 9 EA		924.91
8000-0346	RAINBOW DCIP-DC12, 12FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF EA		1,111.06
8000-0370	CPR CONNECTOR	EA	259.15
8000-0377	RED DBI-dc8, 8' REUSABLE DIRECT CONNECT SENSOR, MASIMO RAINBOW SET, (I EA		859.94
8000-0580-01	BATTERY, LITHIUM ION, SUREPOWER II	EA	730.73
8000-0895	CUFF KIT, PROPAQ MD	EA	142.35
8012-0206	12-LEAD ECG SIMULATOR	EA	1,040.25
8300-0002-01	DUAL LUMEN NIBP TUBING ASSEMBLY, PROPAQ MD	EA	113.88
8300-0002-02	DUAL LUMEN NIBP TUBING ASSEMBLY, 5 FT, X SERIES	EA	113.88
8300-000676	CABLE ASSY, ONE STEP, X SERIES	EA	415.37
8300-000831-40	CABLE ASSY, MFC-CPRD, X SERIES	EA	378.14
8300-0783	CABLE, MFC, PROPAQ300	EA	292.00

8300-0787-01	IBP CABLE, RIGHT ANGLE, EDWARDS, PROPAQ MD	EA	184.69
8300-0788-01	IBP CABLE, RIGHT ANGLE, ABBOTT, PROPAQ MD	EA	142.35
8300-0800-01	CABLE, 3 LEAD ECG, AAMI, PROPAQ MD	EA	118.26
8300-0801-01	CABLE, 5 LEAD ECG, AAMI, PROPAQ MD	EA	166.44
8300-0802-01	CABLE, 12 LEAD ECG, AAMI, PROPAQ MD	EA	308.79
8300-0803-01	CABLE, LIMB LEAD ECG, AAMI, PROPAQ MD	EA	142.35
8300-0804-01	CABLE, V LEAD ECG, AAMI, PROPAQ MD	EA	166.44
8707-000500-01	CABLE, USB EXTENSION, X SERIES	EA	35.77
8707-000502-01	CARRY CASE, PRINTER CHUTE W/SINGLE ZIPPERS, X SERIES	EA	483.99
8707-000503-01	CLEAR PLASTIC DISPLAY PROTECTOR, X SERIES	EA	35.77
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	48.18
REUSE-07-2MQ	INFANT CUFF,9-13CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-08-1MQ	SMALL CHILD CUFF,12-16CM,SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-08-2MQ	SMALL CHILD CUFF,12-16CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-09-1MQ	CHILD CUFF,15-21CM,SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-09-2MQ	CHILD CUFF,15-21CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-10-1MQ	SMALL ADULT CUFF,20-26CM,SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-10-2MQ	SMALL ADULT CUFF,20-26CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-11-1HP	ADULT CUFF,25-34CM,SINGLE TUBE W/BAYONET CONNECTOR	EA	48.18
REUSE-11-2MQ	ADULT CUFF,25-34CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-11L-2MQ	ADULT LONG CUFF, 25-34CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-12-2MQ	LARGE ADULT CUFF,32-43CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-12L-2MQ	LARGE ADULT LONG CUFF, 32-43CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-13-1MQ	THIGH CUFF,40-55CM,SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.91
REUSE-13-2MQ	THIGH CUFF,40-55CM,DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
8000-000860	LNCS-II RAINBOW DCI 8 $\frac{1}{2}$ SpHb, SC-400, ADULT SENSOR, 3 FT, 1/BOX (REF: 4059) BOX		1,668.78
8000-000874	ETHERNET ADAPTER, PROPAQ MD	EA	928.56
8000-001465	RAINBOW, DCI SC-200, PEDIATRIC REUSABLE FINGER SENSOR, 3FT, SpHb, SpO ₂ , EA		832.93
8000-002005-01	CABLE SLEEVE, PROPAQ / X SERIES, ZOLL BLUE	EA	45.99
8000-0580-30	BATTERY, LITHIUM ION, SUREPOWER II, AIR WORTHY	EA	730.73
8300-0800-12	CABLE, 3 LEAD ECG, IEC, PROPAQ MD	EA	118.26
8300-0801-12	CABLE, 5 LEAD ECG, IEC, PROPAQ MD	EA	166.44
8300-0802-12	CABLE, 12 LEAD ECG, IEC, PROPAQ MD	EA	308.79
8300-0803-12	CABLE, LIMB LEAD ECG, IEC, PROPAQ MD	EA	157.68
8300-0804-12	CABLE, V LEAD ECG, IEC, PROPAQ MD	EA	166.44
8000-000993	CABLE ASSY, FLOW SENSOR CONNECTOR, ACCUVENT	EA	294.19
8000-0100	POWER CORD, HOSPITAL, NORTH AMERICA	EA	59.13
8651-001201-01	ASPIRATOR,M330,US AIR FORCE	EA	8,452.80
8660-001400-01	VENTILATOR, COMMERCIAL, ZVENT, BASIC	EA	10,866.80
8660-001401-01	VENTILATOR, COMMERCIAL, ZVENT	EA	15,215.20
8660-001402-01	VENTILATOR, COMMERCIAL, ZVENT, MRI CONDITIONAL	EA	15,824.20
8660-001403-01	VENTILATOR, COMMERCIAL, SW, HOSPITAL CONFIG	EA	15,194.20
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	462.40
465-0025-00	FILTER, HME BACTERIAL/VIRAL	EA	384.20
820-0053-00	HME- HEAT MOISTURE EXCHANGER	EA	451.35
820-0106-00	CIRCUIT, VENT, SINGLE LIMB, WYE, ADULT/PEDI	EA	16.94
820-0106-15	CIRCUIT, VENT, SINGLE LIMB, WYE, ADULT/PEDI (CASE OF 15)	EA	230.23
820-0107-00	CIRCUIT, VENT, SINGLE LIMB, WYE, INFANT	EA	18.48
820-0107-20	CIRCUIT, VENT, SINGLE LIMB, WYE, INFANT (CASE OF 20)	EA	347.27
820-0130-10	CIRCUIT, MRI, VENT, SINGLE LIMB, ADULT/PEDI (CASE OF 10)	EA	330.40
820-0131-10	CIRCUIT, MRI, VENT, SINGLE LIMB, INFANT (CASE OF 10)	EA	382.40

820-0132-00	TEST LUNG, PLASTIC/SILICONE, 600 ML, R20,C20	EA	199.80
825-0002-00	ASSEMBLY, OXYGEN HOSE, 6' LONG	EA	46.75
402-0017-00	CASE, PADDED, ASPIRATOR, W/O ACCESSORIES POUCH, MODEL 326	EA	145.35
8000-001268	HARD CASE, M330 MULTIFUNCTION ASPIRATOR	EA	323.85
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	76.50
703-0731-17	ASSEMBLY,VENT CARRIER	EA	434.35
703-0731-27	Assy, Vent Carrier, Eagle II	EA	434.35
704-0004-00	ASSEMBLY, 3-LITER RESERVOIR KIT	EA	113.90
704-0750-08	ASSEMBLY,BRACKET,POLE MOUNTING,UNIVERSAL	EA	149.60
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	11.90
710-0731-01	ASSEMBLY,POWER SUPPLY/LINE CORD	EA	153.00
816-0731-00	ASSEMBLY, STAND, 731 SERIES, WITH LOCKING WHEELS	EA	1,260.55
816-0731-01	ASSEMBLY, STAND, 731 SERIES WITH LOCKING WHEELS, MRI	EA	1,260.55
704-0750-09	ASSEMBLY,BRACKET,RAIL MOUNTING	EA	68.85
800-0903-01	MODEL, SMEED BRACKET	EA	5,788.50
800-0904-01	MODEL, CCLAW	EA	374.00
8000-001002-01	SOFT CASE, BLACK, VENTILATOR AND ACCESSORIES	EA	131.75
410-0004-00	JAR, DISPOSABLE, W/LID, 1200CC, CASE OF 48	EA	254.15
410-0004-12	JAR, DISPOSABLE, W/LID, 1200CC, CASE of 12	EA	65.45
8000-001468-03	BACKPACK, G3 QUICKLOOK TACTICAL, VENTILATOR	EA	232.90
8731-000001	KIT, CAP, RC-14-12 PE-LD25 RED017, CLASS A CLEANLINESS, D-POLY, 10 PCS	EA	9.35


ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-102689 Version: 1

Nashville Fire and EMS
63 Hermitage Ave.
Nashville, TN 37217

ZOLL Customer No: 102147

Joaquin Toon
(615)862-5459
joaquin.toon@nashville.gov

Quote No: Q-102689
Version: 1

Issued Date: February 14, 2025
Expiration Date: March 31, 2025

Terms: NET 30 DAYS

FOB: Shipping Point
Freight: Prepay & Add

Prepared by: Adam Britt
EMS Territory Manager
abritt@zoll.com
+1 9012129677

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	50	\$2,540.00	\$2,540.00	\$127,000.00

Subtotal: \$127,000.00

Total: \$127,000.00

Additional Language

Software subscriptions to be paid annually.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2025. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Nashville Fire and EMS
Quote No: Q-102689 Version: 1

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Nashville Fire and EMS

Authorized Signature:

Name: _____
Title: _____
Date: _____

Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY05.04.22.pdf

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: ZOLL Medical Corporation

Organization Officer Signature: Kurt Sandstrom

Name of Organization Officer: Kurt Sandstrom

Title: Group VP, North American EMS Sales

EXHIBIT C TO CONTRACT 6563350**ALS/BLS Software Solutions Master Software, SaaS and Services Agreement**

This ALS/BLS Software Solutions Master Software, SaaS and Services Agreement (together with any applicable addendum, this "Agreement") is entered into as of the effective date of the initial Order (as defined below) (the "Effective Date") between ZOLL Medical Corporation ("ZOLL") and The Metropolitan Government of Nashville and Davidson County ("METRO") ("Customer"). Each party may hereinafter be individually referred to as a "Party," and collectively as the "Parties."

1. Scope

ZOLL will provide on-premises software (including any code, program or module) ("Software"), cloud-based software-as-a-service ("SaaS"), Implementation Services or Deployment Services and Support Services ("Services") described in each associated quote issued by ZOLL ("Quote") and a subsequent order placed against the Quote (each an "Order"), pursuant to this Agreement. This Agreement will govern all Software, SaaS and Services provided by ZOLL to Customer during the Term (as defined hereinafter) of this Agreement. 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 or temperature management system equipment ("TMS Equipment"). For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software solutions.

2. Term

3. The term of this Agreement will be from the Effective Date until the expiration or termination of the last effective Order for Software, SaaS or Services unless terminated earlier for cause as set forth herein ("Term"). Notwithstanding the foregoing, the Term of this Agreement will not exceed sixty (60) months from the Effective Date. Termination

A. Termination for Convenience. A Party may terminate any Order issued pursuant to this Agreement without cause with thirty (30) days' prior written notice to the other Party.

B. Termination for Cause. A Party may terminate any Order issued pursuant to this Agreement for cause if (i) the other Party has breached any material term or condition of that Order or this Agreement and (ii) such breach is not cured within thirty (30) days after written notice of such breach to the breaching Party. If Customer terminates this Agreement for cause, ZOLL will refund a pro-rated amount of the fees paid as determined in ZOLL's sole discretion.

C. Effects of Termination.

I. Fees Due. If any Order is terminated by Customer without cause or by ZOLL for cause during its initial Term, then Customer will immediately pay ZOLL the total Fees owed by Customer through the effective date of termination.

II. General. Upon expiration or termination of any Order: (a) Customer's (1) license to Software and (2) right to access or use SaaS or Services, including associated user guides or operating manuals ("Documentation"), listed in such Order, will immediately terminate; and (b) Customer will return or destroy all copies of Software and Documentation listed in such Order in Customer's possession or control.

4. Confidentiality

A. Confidential Information. Notwithstanding anything to contrary herein, and pursuant to requirements of Tennessee law as currently codified or amended during the duration of this agreement, METRO shall not disclose any of CONTRACTOR'S confidential information or trade secrets. For the purpose of this Contract, "confidential information" shall have the same meaning as "trade secrets" as defined by Tennessee Code Annotated § 47-25-1702(4) in the Tennessee Uniform Trade Secrets Act. Under Tennessee law, trade secret shall include that which is defined by T.C.A. § 47-25-1702, contemplated by T.C.A. § 10-7-504, and as defined within Tennessee case law. Under no circumstance shall any right, title or interest in CONTRACTOR confidential information or trade secret transfer to METRO.

B. Non-Confidential Information. Confidential Information does not include information that: (i) was lawfully known by the receiving Party prior to its disclosure by the disclosing Party; (ii) is, or becomes, generally known to the public without breach of this Agreement; (iii) is obtained by the receiving Party in good faith from a third-party without any communicated confidentiality obligation; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

EXHIBIT C TO CONTRACT 6563350

C. Non-Disclosure. The receiving Party will use the disclosing Party's Confidential Information only for purposes of this Agreement and applicable Quotes and Orders under this Agreement and will not disclose it to any person or entity other than its or its Affiliates' employees, directors, contractors, consultants, service providers, counsel or agents who have a reasonable need to know such information and who are bound by no less restrictive obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being "Authorized Recipients"). Users (as defined below) and any third-party authorized by Customer to receive Customer's Confidential Information are Authorized Recipients of Customer. "Affiliates" means any corporate entity that, directly or indirectly, controls or is controlled by, or is under common control with, a Party. The receiving Party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement. The receiving Party will use no less standard of care to protect the disclosing Party's Confidential Information as it uses to protect its own similar Confidential Information, but no less than reasonable care. Notwithstanding, ZOLL recognizes that METRO must remain in compliance with Tennessee State Law including the Tennessee Public Records Act. Should anything in this agreement conflict with METRO'S State Law obligations, Tennessee Law shall control.

D. Legal Disclosure. If it becomes necessary for the receiving Party to disclose any Confidential Information to enforce this Agreement or comply with a judicial or administrative proceeding or other legal proceeding, the receiving Party will, to the extent legally permitted, provide the disclosing Party with prompt written notice so the disclosing Party may, at the disclosing Party's expense, seek a protective order or other appropriate remedy to protect such information from disclosure. If such protective order or other remedy is not obtained, the receiving Party will not be in breach of this Agreement by furnishing such Confidential Information as required. Prior to disclosing any patient information, protected health information or personal identifiable information to ZOLL, Customer will obtain the legal right to disclose such information to ZOLL.

5. Use of Software, SaaS and Services

ZOLL will perform Services in a professional and workmanlike manner using qualified personnel in accordance with each Order. Customer will comply with all laws and regulations applicable to its use of Software, SaaS or Services, including complying with, and notifying ZOLL of, export and import control laws and regulations applicable to Customer. Customer will implement and maintain industry standard administrative, technical and security standards or safeguards designed to ensure the security and confidentiality of Software or SaaS that Customer receives from ZOLL. ZOLL may suspend access to Software or SaaS if ZOLL determines, in its reasonable discretion, that Customer has failed to comply with applicable law or implement or maintain such standards or safeguards until Customer complies with applicable law or implements and maintains such standards or safeguards, as applicable. Customer is responsible for the procurement, maintenance, performance and security of any network, connection, service or device not provided or managed by ZOLL. Customer agrees to use current operating systems and browsers that support protocols and procedures accepted by ZOLL. In connection with this Agreement, Customer will reasonably and timely cooperate with ZOLL, including providing ZOLL with access to Customer's equipment, software and data, including remote access, necessary for the implementation and operation of Software and SaaS or performance of Services. Customer will not require ZOLL to comply with additional contractual or policy requirements not already contained in this Agreement or the applicable Quote and Order in order to receive such access. ZOLL will provide Customer with the specifications of available remote access methods, and Customer will be responsible for the costs associated with any selected method. Customer agrees not to use Software or SaaS in excess of its authorized login protocols. Customer will immediately notify ZOLL of any unauthorized access to or use of Software or SaaS, Customer's login ID, password or account or other breach of security.

6. Intellectual Property

A. Ownership. ZOLL, including its Affiliates, licensors and service providers, as applicable, retains 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 Software, SaaS, Services, Documentation and any other information or materials related to Software, SaaS or Services, including, without limitation, all object code, source code, modifications, know-how, ideas, technology, processes, techniques, inventions, or technical information relating to any of the foregoing and any derivative works thereof. Any rights not expressly granted to Customer hereunder are reserved by ZOLL, including its Affiliates, licensors and service providers, as applicable. To the extent Customer acquires any rights in Software, SaaS, Services, Documentation or any other information or materials related to Software, SaaS or Services, including any derivative work created by Customer, by operation of law despite the terms of this Agreement, Customer hereby assigns those rights to ZOLL and agrees to take such further actions as necessary to give effect to this section.

EXHIBIT C TO CONTRACT 6563350

B. Restrictions. Except as expressly permitted by this Agreement, Customer will not, and will not permit any third-party to: (i) use, reproduce, modify, adapt, alter, translate or create derivative works from Software, SaaS, Services or Documentation; (ii) merge Software, SaaS or Services with other software or services; (iii) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to Software, SaaS, Services or Documentation to any third-party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for Software or SaaS; (v) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in Software, SaaS, Services or Documentation; or (vi) otherwise use or copy Software, SaaS, Services or Documentation.

C. Customer Content; Feedback. 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 Software, SaaS or Services ("Customer Content"). Customer agrees that de-identified data is not considered PHI under HIPAA regulations and ZOLL may use any de-identified data for any legal purpose, including but not limited to ZOLL internal purposes for product development and improvement, enhancements, etc. Customer grants to ZOLL and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, make and incorporate into its Software, SaaS or Services any suggestion, enhancement request, recommendation, correction or other feedback relating to the operation of Software, SaaS or Services provided by Customer or its Users. "User" means Customer's or its Affiliates' employees, directors, principals, partners, consultants or agents authorized to use Software, SaaS or Services on behalf of Customer and registered and approved by ZOLL, in ZOLL's sole discretion, for such use in accordance with ZOLL's procedures.

7. Users

Users may utilize Software, SaaS, Services and Documentation to the same extent Customer is allowed to use and benefit from such Software, SaaS, Services and Documentation; provided that: (a) each User's use of, or benefit from, Software, SaaS, Services and Documentation will be subject to all applicable terms, conditions and limitations (including aggregate usage limitations) of this Agreement and each applicable Order; and (b) Customer, as the signatory to this Agreement, will be responsible for each User's compliance with the terms, conditions and limitations of this Agreement.

8. Indemnification

A. ZOLL. ZOLL will defend any action against Customer or its agents, officers, directors, or employees (the "Customer Parties") brought by a third-party alleging that Software, SaaS or Services infringe any U.S. patents or copyrights or misappropriate any trade secrets of a third-party and will indemnify and hold the Customer Parties harmless from 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 by ZOLL in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (i) promptly notifying ZOLL in writing of such claim or action; (ii) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. ZOLL will not enter into any settlement that imposes any legal liability or financial obligation on Customer without Customer's prior written consent. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, provided it does not take control of the defense and/or settlement and related negotiations. If any Software, SaaS 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: (a) procure for Customer the right to continue using it; (b) modify it, or replace it with a substantially similar software or service, so that it becomes non-infringing; (c) require its return and refund Customer pre-paid Fees for unused Software or SaaS; or (d) terminate the applicable Order, in whole or in part. Notwithstanding the foregoing, ZOLL will have no indemnification or other obligation hereunder with respect to any infringement claim to the extent based upon: (1) use of Software, SaaS or Services not in accordance with this Agreement or the applicable Quote and Order; (2) use of Software, SaaS or Services in combination with products, equipment, software, services or data not supplied by ZOLL; (3) the failure of Customer to implement the latest release or any replacements, corrections or modifications made available by ZOLL for any Software, SaaS or Services; (4) Customer Content; or (5) any modification of any of Software, SaaS and Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. Customer. To the extent permitted by Tennessee law, and pursuant to Tenn. Op. Atty. Gen. No. 93-01, Customer will defend any action against ZOLL, its Affiliates and their respective agents, officers, directors and employees (the "ZOLL Parties") and will indemnify and hold the ZOLL Parties harmless from those costs and damages finally awarded against the ZOLL Parties in any such action brought by a third-party arising out of or related to: (I) Customer Content; or (II) the Customer Parties' or its Users use of Software, SaaS or Services allegedly in violation of the Agreement, Order, Documentation or applicable law. ZOLL will: (a) promptly notify Customer in writing of such claim or action; (b) give Customer sole control of the defense thereof and any related settlement negotiations; and (c) reasonably cooperate with Customer and, at Customer's request and expense, assist in such defense. Customer will not enter into any settlement that imposes any legal liability or financial obligation on ZOLL without ZOLL's prior written consent.

EXHIBIT C TO CONTRACT 6563350**9. Representations and Warranties**

A. Mutual. Each Party represents that it has full legal authority to enter into this Agreement and perform its obligations hereunder and that no third-party rights or permissions are required in order for it to do so.

B. ZOLL. ZOLL warrants that Services will be performed in a professional and workmanlike manner. Customer must provide written notice to ZOLL within thirty (30) days of the completion of Services alleged to have been performed inconsistent with this warranty, otherwise this warranty will be void. Customer's sole remedy, to the extent permitted by Tennessee Law, and ZOLL's sole obligation in the event of a breach of this warranty is, at ZOLL's option, to re-perform Services or refund the amounts paid by Customer for Services that were not as warranted.

C. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN APPLICABLE ADDENDUM: (I) SOFTWARE, SAAS AND SERVICES ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW; (II) ZOLL DOES NOT PROMISE THAT SOFTWARE, SAAS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE; AND (III) ZOLL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTE, COMMON LAW, COURSE OF DEALING, TRADE USAGE, OR OTHERWISE.

10. Limitation of Liability

TO THE EXTENT PERMITTED BY TENNESSEE LAW AND Tenn. Op. Atty. Gen. No. 93-01, NEITHER ZOLL, NOR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, WILL BE LIABLE FOR LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED. TO THE EXTENT PERMITTED BY TENNESSEE LAW, ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR AN ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR SOFTWARE, SAAS AND SERVICES PROVIDED UNDER THE APPLICABLE ORDER DURING THE TWELVE (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, TO THE EXTENT PERMITTED BY TENNESSEE LAW, THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

11. Payments

A. Billing. Customer will pay ZOLL the fees as set forth in the applicable Order ("Fees"). All payments will be in U.S. dollars unless otherwise agreed by the Parties. Unless otherwise expressly provided in this Agreement or the applicable Quote and Order, all Fees are nonrefundable, and Customer will pay ZOLL all Fees due under such Order within thirty (30) days after the date of the invoice for such Fees. If any invoiced Fees are past due: (i) such past-due Fees will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less; (ii) ZOLL, in its sole discretion and not in lieu of any other remedy, may cease providing Software, SaaS and Services, until ZOLL has received payment from Customer for all invoiced and past-due Fees plus accrued interest. Customer will pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with the collection of late payments. After the Initial Term set forth in the applicable Order, ZOLL may increase Fees annually.

B. Taxes. Fees exclude all taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any jurisdiction ("Taxes"). Customer is responsible for paying Taxes assessed in connection with its or its User's use of Software, SaaS or Services. If ZOLL believes it is legally obligated to invoice Customer for Taxes, ZOLL will include any Taxes as a separate line item on an invoice unless Customer provides ZOLL with a current tax exemption certificate issued by the appropriate taxing authority.

C. Expenses. Unless otherwise set forth in the applicable Order, Customer will pay ZOLL for any services provided that are beyond the scope of this Agreement ("Expenses"). The all-inclusive price of such services shall be pre-approved by the Customer before ZOLL performs any such services, and subject to an amendment in writing executed by the Parties.

EXHIBIT C TO CONTRACT 6563350

D. Invoicing. The first invoice will be sent after the Deployment Effective Date or the completion of Implementation Services, as the case may be. "Deployment Date" means the date upon which the deployment of the Software, SaaS or 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 Software, SaaS or Services. "Deployment Effective Date" means the earlier of (a) the Deployment Date or (b) ninety (90) days from the date ZOLL's shipment of the associated defibrillators or TMS Equipment included on the Quote and Order, unless a delay in the Deployment Date is 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.

12. General

A. Assignment. Customer will not assign or transfer this Agreement or any Order, nor its interest, rights or responsibilities under this Agreement or any Order, except with written consent of ZOLL, which will not be unreasonably withheld. Any attempted assignment or transfer in violation of the foregoing will be null and void.

B. Notices. All notices under this Agreement must be delivered in writing by email, courier or certified or registered mail (postage prepaid and return receipt requested) to the other Party at the applicable email or physical address set forth in the applicable Order and, in the case of ZOLL, to the attention of the Contracts Department (if by email to: Contracts@zoll.com) or, for legal notice, to the attention of Office of General Counsel (if by email to: Legalnotice@zoll.com) (or to such other address or person as from time to time provided by such party in accordance with this Section), and will be effective upon receipt.

C. Governing Law and Venue; Waiver of Jury Trial. **This Agreement will be governed by the laws of the State of Tennessee without reference to its choice of law rules. Any action or proceeding arising from or relating to this Agreement must be brought in a federal or state court in Davidson County, Tennessee and each Party irrevocably submits to the personal and exclusive jurisdiction and venue of any such court in any such action or proceeding. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be changed and interpreted by the court of competent jurisdiction 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.

E. Independent Contractors. The Parties are independent contractors. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or general agency relationship between the Parties.

F. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies: Software, SaaS 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 and if provided hereunder 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 and §227.7202-3. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, Customer receives only those rights to Software or SaaS as provided under the terms and conditions of this Agreement.

G. Third Parties. Customer is solely responsible for, and none of the Fees set forth herein will be deemed to cover, any amounts owed to third parties in connection with the use of Software, SaaS and Services. If Customer engages a third-party provider not associated with ZOLL ("Third-Party Provider") to allow third-party software, SaaS or services ("Third-Party Software, SaaS or Services") to integrate with, receive data from or access Software, SaaS or Services, ZOLL will have no liability for, or in connection with, and makes no representations or warranties with respect to, any Third-Party Software, SaaS or Services, and no Third-Party Provider will be an agent or subcontractor of ZOLL. Customer agrees that to the extent Third-Party Provider sends, receives, maintains or transmits any Customer Content, including without limitation, protected health information (collectively, "Sharing"), or takes any action with respect to Software, SaaS or Services, such Third-Party Provider does so on behalf of Customer and not of ZOLL. If Third-Party Software, SaaS or Services require or result in Sharing Customer Content with a Third-Party Provider, Customer consents to ZOLL and its Affiliates Sharing Customer Content with such Third-Party Provider, and Customer represents and warrants that such Sharing does not violate any agreement, law, regulation or other legal standard. Upon the earlier of: (i) termination of the Third-Party Provider's need for access to the applicable Software, SaaS or Services or (ii) termination of Customer's agreement with a Third-Party Provider pertaining to Third-Party Software, SaaS or Services, Customer will immediately terminate Third-Party Provider's access to Software, SaaS and Services and notify ZOLL thereof. To the extent Software, SaaS or Services contain software, services or content owned by a third-party for which ZOLL has a license agreement with a third-party, Software, SaaS and Services and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

EXHIBIT C TO CONTRACT 6563350

H. Force Majeure. Each Party's failure to perform in a timely manner will be excused to the extent caused by conditions beyond the reasonable control of the affected Party that could not have been avoided by reasonable diligence. Such conditions may include, but are not limited to, natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected Party, strikes, acts of God, pandemics, wars (declared and undeclared), acts of terrorism, riots, embargoes, energy or material shortages and civil insurrection, but will not include a lack of funds or insufficiency of resources caused by lack of funds. The affected Party will immediately give notice to the other Party of such delay and will resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected Party may terminate this Agreement without being in breach of this Agreement.

I. Entire Agreement; Amendment; No Third-Party Beneficiaries; Online Customer Community; Survival. This Agreement, together with the applicable Quote and Order, constitutes the entire agreement between the Parties regarding the purchase and use of ZOLL SaaS services and supersedes all prior, contemporaneous, or unilateral agreements, understandings, and communication, whether written or oral, except terms of use at zollonline.com for accessing SaaS services. In the event of a conflict with this Agreement and any associated master purchase agreement, the order of precedence will be as follows: (1) the applicable Quote and Order; (2) this ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and applicable addenda, and (3) the Contract. Any other representation or agreement, whether written or oral, including but not limited to, any purchase order issued by Customer, will be wholly inapplicable to SaaS services and will not be binding in any way on the Parties. The section headings in this Agreement are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement. This Agreement may not be amended or changed except in writing signed by both Parties. 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, and any waiver must be in writing and signed by the waiving Party. Except as otherwise expressly stated herein, the Parties' rights and remedies under this Agreement are cumulative. Neither Party will have any obligation to enter into any Order. Except as expressly set forth herein, 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 will continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 3.C (Effects of Termination), Section 4 (Confidentiality), Section 5 (Use of Software, SaaS and Services), Section 6 (Intellectual Property), Section 7 (Users), Section 8 (Indemnification), Section 9 (Representations and Warranties), Section 10 (Limitation of Liability), Section 11 (Payments) and Section 12 (General). This Agreement may be signed and delivered electronically and executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

By signing below, the Customer acknowledges and agrees to the terms and conditions of this Agreement (including the appropriate addendums). The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

The Metropolitan Government of Nashville and Davidson County**ZOLL Medical Corporation**By: William SwannBy: Kurt SandstromName: William SwannName: Kurt SandstromTitle: Director Chief Nashville Fire DeptTitle: Group VP, North American EMS SalesDate: 2/28/2025 | 3:42 AM PSTDate: 2/27/2025 | 10:06 AM CST

EXHIBIT C TO CONTRACT 6563350**Software-as-a-Service Addendum****1. Applicability of Software-as-a-Service Addendum**

This Software-as-a-Service Addendum (this “SaaS Addendum”) only applies to the extent a SaaS solution is designated on a Quote and Order between Customer and ZOLL. Capitalized terms not defined below but used herein will have the same meaning as in the ALS/BLS Software Solutions Master Software, SaaS and Services Agreement.

2. SaaS

Subject to the terms and conditions of the Agreement, during the Term (as defined in the applicable Order), ZOLL will use commercially reasonable efforts to make SaaS available to Customer in accordance with the Documentation. ZOLL may modify and update SaaS, on an ongoing basis, including adding, removing or modifying the functionality or features of SaaS, as long as its functionality is not materially diminished. ZOLL will use commercially reasonable efforts to notify Customer prior to the implementation of such changes affecting SaaS utilized by Customer. ZOLL will, at no additional charge, provide applicable standard customer support for SaaS to Customer as detailed in the applicable Documentation.

3. Warranty

Subject to the terms and conditions of the Agreement, including the disclaimer in Section 9.C of the Agreement, ZOLL warrants that during the Term, SaaS will materially operate in accordance with the Documentation. Customer must provide written notice to ZOLL within thirty (30) days of the alleged inconsistency with this warranty, otherwise this warranty will be void. To the extent permitted by Tennessee Law, Customer's sole remedy and ZOLL's sole obligation in the event of a breach of this warranty is for ZOLL to, at ZOLL's option and expense, correct the material nonconformity or terminate the applicable Order and refund Customer pre-paid Fees for unused Software or SaaS.

4. Service Level Agreement

A. Service Level Commitment. ZOLL will use commercially reasonable efforts to make SaaS available to Users with a Monthly Uptime Percentage (as defined below) of at least 99.0% during any calendar month (the “Service Level Commitment”). The Service Level Commitment does not apply to Customer's access of Inactive Customer Content (as defined below).

B. Definitions.

I. “Monthly Uptime Percentage” is calculated each calendar month as follows:

$((\text{Total} - \text{Unexcused Downtime}) / \text{Total}) * 100 = \text{Monthly Uptime Percentage}$

II. “Total” means the total minutes in a calendar month.

III. “Unexcused Downtime” means Downtime, excluding Excused Downtime.

IV. “Downtime”, expressed in minutes, means any time SaaS is not available to Users.

V. “Excused Downtime” means Downtime caused by: (a) Standard Maintenance; (b) Emergency Maintenance; (c) services, software or hardware provided by anyone or any entity other than ZOLL (such as a cellular network carrier or mobile handset provider); (d) software, services or systems operating outside of ZOLL's control, including any software or systems operating on a Customer's premises (including ZOLL software operating on such premises); (e) a Force Majeure Event; or (f) Customer's or its Users' acts or omissions.

VI. “Standard Maintenance” means work performed by ZOLL when system updates are desirable (including, without limitation, standard software release and non-critical software updates). Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. Mountain Time. ZOLL will inform Customer at least twenty-four (24) hours in advance of Standard Maintenance.

VII. “Emergency Maintenance” means work performed by ZOLL when a critical system update must be applied quickly (including, without limitation, hardware patches that address server vulnerabilities or a critical software update). ZOLL will use commercially reasonable efforts to inform Customer at least thirty (30) minutes in advance of Emergency Maintenance.

EXHIBIT C TO CONTRACT 6563350

C. Service Credit. For any calendar month where the Service Level Commitment for any SaaS is not met, ZOLL will provide a service credit equal to ten percent (10%) of Customer's monthly average fee for such SaaS ("Service Credit"); provided that Customer must: (I) request such Service Credit in writing within thirty (30) days of the end of the calendar month in which ZOLL failed to meet its Service Level Commitment; and (II) include in such request the nature, date and time of the Unexcused Downtime. If ZOLL is able to verify such Unexcused Downtime, such Service Credit will be applied to a future invoice for such SaaS. Failure to submit a written request for Service Credit as provided in this Section will constitute a waiver of such Service Credit by Customer. The Service Credit set forth in this Section will be Customer's sole and exclusive remedy, to the extent permitted by Tennessee Law, for ZOLL failing to meet the Service Level Commitment for any SaaS in a given calendar month.

D. Modifications. 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. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any SaaS upon at least six (6) months' notice to Customer. If Customer has an active Order after the termination of service date, ZOLL shall either provide Customer a pro-rated credit to a new or similar SaaS application or refund a pro-rated amount of the fees paid as determined in ZOLL's sole discretion.

5. Customer Content

A. Security. ZOLL will implement commercially reasonable security measures designed to prevent unlawful access to Customer Content by third parties.

B. Customer Compliance. Although ZOLL will use commercially reasonable efforts to (i) maintain the integrity of the Customer Content, (ii) back up the Customer Content and (iii) provide full and ongoing access to SaaS, loss of access to SaaS and loss of Customer Content may occur. Customer is solely responsible for maintaining any Customer Content that it requires for archival purposes, ongoing management of its operations or compliance with all records retention requirements applicable to it. Customer agrees that it is not relying on ZOLL to assist with determining the records maintenance or retention requirements applicable to it. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in SaaS or otherwise arising out of circumstances not within ZOLL's control.

C. Retention Period for Active Customer Content. Unless otherwise specified in the Agreement, ZOLL will store Active Customer Content until the earlier of (i) one (1) year from the creation of the Customer Content or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored. At that time Active Customer Content will be converted by ZOLL to Inactive Content.

D. Retention Period for Inactive Customer Content. Unless otherwise specified in the Agreement, ZOLL will store Inactive Customer Content until the earlier of (i) five (5) years from the creation of the Customer Content or (ii) the expiration or termination of this Agreement or the Order under which such Customer Content was stored. After this period Inactive Content will be managed as defined below ("Return of Customer Content").

E. Return of Customer Content. Upon the expiration or termination of this Agreement or the Order, ZOLL will notify Customer with instruction on how to retrieve their Content. Customer will have ninety (90) days from notification to retrieve their Content. After this ninety (90) day period, ZOLL will have the right to destroy the Customer Content.

6. Implementation Services

ZOLL shall provide SaaS implementation services, training and any related services identified in a Quote and 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.

7. Support Services

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

EXHIBIT C TO CONTRACT 6563350

7.1. Support.

- 7.1.1. 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 SaaS for a purpose for which Customer has an immediate and material need. "Supported SaaS" means the SaaS for which Customer has paid the then-current Fees. "Supported Environment" means a browser and other technical environment that supports the use of the SaaS in accordance with the Documentation. "Error" means a reproducible defect in the Supported SaaS when operated in accordance with the Documentation in a Supported Environment that causes the Supported SaaS not to operate substantially in accordance with such Documentation.
- 7.1.2. Technical Support.** ZOLL shall provide telephone support to Customer between 6 a.m. and 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("Business Hours") to address all other Errors relating to any Supported SaaS. Such telephone support will include (i) clarification of functions and features of the Supported SaaS; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported SaaS; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported SaaS; and (v) advice on bypassing identified Errors in the Supported SaaS, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.
- 7.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported SaaS that resolves an Error in all material respects ("Resolution").
- 7.1.4. Expense.** 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 SaaS, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.
- 7.1.5. 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 software used to access the SaaS and Software applications ("Access Software") (in whole or in part), (b) use of the Supported SaaS 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 SaaS 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 SaaS 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.

- 7.2. 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 SaaS 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.

8. Compliance Audits for Comprehensive Packages.

This Section 8 applies only to Customers who have purchased a Comprehensive Subscription Package (defined below), indicated on the associated Quote or Order, in which the Customer's pricing is based upon the total number of ALS devices using the Services ("Comprehensive Subscription Package"). During the Term and for a period of one (1) year following termination or expiration of the applicable Order, ZOLL will have the right to perform an audit of the number of ALS devices using or which have used the Services to confirm that the Customer's usage has not exceeded the agreed upon quantity; provided, however, that ZOLL will not perform such audit more often than once within a twelve (12)-month period. The audit period, as determined by ZOLL, may cover the period from the date of the audit back to the date the prior audit was completed or, if no prior audit was conducted, to the initial date of the subscription activation. The cost of the audit will be borne by ZOLL unless the audit reveals that Customer's usage has exceeded the quantity of subscriptions purchased per the number of associated device by ten percent (10%) or greater, in which case the cost of the audit will be invoiced to Customer and Customer will pay the cost of the audit (including, but not limited to, personnel time). In the event that an audit reveals that the Customer's usage has exceeded the agreed upon number of devices using or which used the Services, ZOLL will have the right to (i) invoice Customer, in arrears, for the excess usage identified through the audit and (ii) automatically increase the Customer's pricing to match actual usage. Customer will promptly pay all such invoices for excess usage and pay such increased pricing in accordance with the payment provisions of this Agreement.

SECTION A-1**General Terms and Conditions**

- 1 **Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davidson County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 **Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request. This Inventory reflects all products and services the Contractor offers under this Agreement, including, but not limited to, any currently consumed by Metro Government. The form of this inventory can be a link to a site, if appropriate.
- 3 **Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 **Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 **Subcontracting/Outsourcing.**
 - 5.1 **Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
 - 5.2 **Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
 - 5.3 **Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider

Exhibit D – MISA Terms and Conditions

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to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement). Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

SECTION A-2**Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.
10. "Security Incident" means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

SECTION AST

Agent Security and Training

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Sensitive Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
 - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
 - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
 - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
 - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
 - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
 - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 Agent Training.**
 - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
 - 4.1.1** Appropriate identification and handling of Metro Government Information

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;

4.1.3 Education about password maintenance and security (including instructions not to share passwords);

4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);

4.1.5 Education about workstation and portable device protection; and

4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.

4.1.7 Periodic reminders to Agents about the training topics set forth in this section.

4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

4.2.1 Instructions on how to identify Sensitive Information.

4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.

4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.

4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.

4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.

4.2.6 Instructions on how to properly dispose of Sensitive Information, or media containing Sensitive Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5 Agent Sanctions. Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

SECTION BU

Information Backup, Contingency Planning and Risk Management

1 General.

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
- 1.2** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
- 1.3** Reserved.
- 1.4** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
- 1.5** Contractor shall backup business critical information at a frequency determined by Metro Government business owner.

- 2 Storage of Backup Media.** Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commensurate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.
- 3 Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.
- 4 Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.
- 5 Testing and Revision Procedure.** Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.
- 6 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

SECTION CSP

Cloud Service and Hosted Service Providers

1 Certifications and Compliance.

- 1.1. Reserved.
- 1.2. Reserved.
- 1.3. Reserved.
- 1.4. Reserved.
- 1.5. Contractor agrees to comply with all applicable privacy laws.

2 Data Security. Metro data, including but not limited to data hosted, stored, or held by the Contractor in the Product(s) or in the platform operated by Contractor, or on any device owned or in the custody of Contractor, its employees, agents or Contractors, will be encrypted. Contractor will not transmit any unencrypted Metro Data over the internet or a wireless network, and will not store any Metro Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software approved by Metro.

3 Use of Subcontractors. The Contractor shall retain operational configuration and control of data repository systems used to process and store Metro data to include any or remote work. In the event that the Contractor has subcontract the operational configuration and control of any Metro data, Contractor is responsible for ensuring that any third parties that provide services to the Contractor meets security requirements that the Contractor has agreed upon in this contract.

4 Location of Data. The Contractor shall maintain all data within the United States, which means the 50 States, the District of Columbia, and outlying areas. The Contractor shall provide Metro with a list of the physical locations that may contain Metro data within 20 days with updates on a quarterly basis.

5 Personnel Access. The Contractor will require all employees who will have access to Metro data, the architecture that supports Metro data, or any physical or logical devices/code to pass an appropriate background investigation.

6 Asset Availability.

- 6.1. The Contractor must inform Metro of any interruption in the availability of the cloud service as required by the agreed upon service level agreement. Whenever there is an interruption in service, the Contractor must inform Metro of the estimated time that the system or data will be unavailable. The Contractor must provide regular updates to Metro on the status of returning the service to an operating state according to any agreed upon SLAs and system availability requirements.
- 6.2. The Contractor shall be responsible for maintaining and ensuring continued compatibility and interoperability with Metro's systems, infrastructure, and processes for the term of the contract. In the event of an unavoidable compatibility and interoperability issue, the Contractor shall be responsible for providing timely notification to Metro and shall be responsible for working with Metro to identify appropriate remedies and if applicable, work with Metro to facilitate a smooth and seamless transition to an alternative solution and/or provider.

7 Misuse of Metro Data and Metadata.

- 7.1. The Contractor shall not access, use, or disclose Metro data unless specifically authorized by the terms of this contract or a task order issued hereunder. If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Metro data shall only be for purposes specified in this contract or task order. Contractor shall ensure

that each of its employees and representatives, and any others (e.g., subcontractor employees) performing duties hereunder, shall, prior to obtaining access to any Metro data, sign a contract or task order specific nondisclosure agreement.

- 7.2. The Contractor shall use Metro-related data only to manage the operational environment that supports Metro data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer. A breach of the obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and any other appropriate remedies by any party adversely affected by the breach.

8 Data Breach and Incident Reporting.

- 8.1. The Contractor will submit reports of cyber incidents through approved reporting mechanisms. The Contractor's existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.
- 8.2. The Contractor will use a template format when reporting initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed). Timely reporting is vital, and complete information should follow as details emerge.
- 8.3. Intentionally omitted.

9 Facility Inspections. Intentionally omitted.

10 Law Enforcement.

- 10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro data. This may include the entrant's name, role, purpose, account identification, entry and exit time.
- 10.2. If Metro data is co-located with the non-Metro data, the Contractor shall isolate Metro data into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel, and without the Contractor's involvement.

- 11 Maintenance.** The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor's operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained to assure all software products deployed in the Contractor's operating environment and serving Metro are compatible with existing systems and architecture of Metro.

- 12 Notification.** The Contractor shall notify Metro within 60 minutes of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro data. The Contractor shall cooperate with Metro to take all measures to protect Metro data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

- 13 Supply Chain.** The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

- 14 Service Level Agreements.** The Contractor shall work with Metro to develop a service level agreement, including defining roles, responsibilities, terms, and clear measures for performance by Contractor.

SECTION DMH

Device and Storage Media Handling

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
 - 1.1** Access to the device or media shall require a password or authentication;
 - 1.2** The device or media shall be encrypted using Strong Encryption;
 - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
 - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
- 2 Media Disposal.**
 - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
 - 2.2** Reserved.
 - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
 - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
- 3 Media Re-Use.**
 - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
 - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

SECTION IR

Incident Response

- 1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

1.1 Contractor shall promptly report to Metro Government any successful reportable Information Security Incident (with or without actual harm to system or information) within 72 hours of becoming aware of the incident. At a minimum, such report shall contain, if known: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government within 24 hours from Contractor's reasonable awareness of such security breach or incident.

1.2 Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware.

2 Incident Response.

2.1 Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

2.2 Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

SECTION PAT

Patch Creation and Certification

Intentionally Omitted.

SECTION PES

Physical and Environmental Security

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 **Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 **Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 **Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 **Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 **Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
 - 5.1 Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
 - 5.2 Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
 - 5.3 Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
 - 5.4 In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

SECTION SOFT

Software / System Capability

1 Supported Product.

- 1.1 Unless otherwise expressly agreed by Metro Government in writing, Contractor shall provide Metro Government only supported versions of the Product, which will not become "end of life" for at least 24 months. When the Product or Service requires third party components, Contractor must provide a Product that is compatible with currently supported third party components. Unless otherwise expressly agreed by Metro Government, Contractor represents that all third party components in its Product are currently supported, are not considered "end of life" by the third party provider of such components, and will not become "end of life" in less than 24 months from the date of acquisition by Metro Government.
- 1.2 If Open Source Software is incorporated into the Product, Contractor shall only use widely supported and active Open Source Software in the Product, and shall disclose such software to Metro Government prior to its acquisition of the Product.
- 1.3 Information transfers within applications and involving services should be done using web services, APIs, etc. as opposed to flat file information transport.

2 Software Capabilities Requirements.

- 2.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.
- 2.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.
- 2.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.
- 2.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.
- 2.5 Contractor Products shall mask or hide the password entered during Interactive User Login.
- 2.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.
- 2.7 Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.
- 2.8 Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.
- 2.9 Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.
- 2.10 Contractor's Product shall have the capability to function within Metro Governments Information Technology Environment. Specifications of this environment are available upon request.

- 3 **Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

SECTION VMGT

Contractor Managed System Requirements

1 Vulnerability and Patch Management.

- 1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2 If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.
- 1.3 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.6 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

2 System Hardening.

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

3 Authentication.

- 3.1** Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2** Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3** Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4** Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

4 Automatic Log off. Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

5 User Accountability. Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

6 Information Segregation, Information Protection and Authorization. Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 Account Termination. Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

8 System / Information Access.

- 8.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 8.2** Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

9 System Maintenance.

- 9.1** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.

Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

Exhibit E - ZOLL'S standard warranty and return policies

ZOLL Limited Product Warranty

ZOLL Medical Corporation (ZOLL) warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions for the period of time set forth in the attached schedule. This warranty begins on the date of shipment from ZOLL's facility. During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. This warranty is not transferrable.

The foregoing warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with applicable operating instructions or outside of the product's intended purpose, environment or setting. The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories, and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid.

Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced product.

Repair or replacement constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the equipment, accessories or electrodes supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZOLL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

PRODUCT	EMS		HOSPITAL		MILITARY / FEDERAL GOVERNMENT		PUBLIC SAFETY / ALTERNATE CARE	
AEDS	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
AED Plus®	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
AED Pro®	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
ZOLL AED 3®	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Powerheart® G3 Pro	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
Powerheart® G3 Plus	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
Powerheart® G3 Elite	N/A	5 years	N/A	5 years	N/A	5 years	N/A	5 years
Powerheart® G5	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Mobilize™	N/A	N/A	N/A	N/A	N/A	N/A	1 year	N/A
ADD 2 YEARS ADDITIONAL WARRANTY FROM SHIP DATE WITH AED REGISTRATION Registering ZOLL AED Plus, Powerheart, and ZOLL AED 3 devices provides two additional years of (not applicable in Japan) warranty.								

[illegible]

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES

BATTERIES

MONITORS/ DEFIBRILLATORS	Part Number	Description	Warranty
X Series®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
R Series®	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
Propaq®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
VENTILATORS			
Z Vent®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12- Cell Conditioned	90 days
EMV+®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12- Cell Conditioned	90 days
MECHANICAL CPR			
AutoPulse®	8700-0752-01	Lithium-Ion Battery	1 year
AEDs			
AED Plus®	8000-0807-01	Type 123 Lithium Batteries	N/A
AED Pro®	8000-0860-01	Non-Rechargeable Lithium Battery Pack	90 days
	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
ZOLL AED 3®	8000-000696	Lithium Manganese Dioxide Battery Pack	90 days
Powerheart® G3 Pro	9145-301	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Plus	9146-302	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Elite	9146-702	Intellisense® Lithium Battery	90 days*
Powerheart® G5	XBTAED001A	Intellisense® Lithium Battery	90 days*
	* Intellisense® Lithium Battery Replacement Program (Four years from date of installation. Conditions Apply - See Policy For Details)		

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES

CHARGERS

Part Number	Description	Warranty
8200-00010-01	SurePower™ Single Bay Charger	1 year
8050-0030-01	SurePower™ Charger Station	1 year
8300-0500-01	SurePower™ Charger Station w/Charger Adaptors	1 year
8700-0753-01	AutoPulse® Battery Charger, U.S., Multi-Chemistry	1 year
8911-000290-01	Mobilize™ Refill, Item PC, Tablet Charger	90 days

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES

ACCESSORIES

Product	Part Number	Description	Warranty
X Series® R Series® Propaq®		SPO2 Cables and Sensors	9 months
X Series®	8000-001392	Masimo Rainbow® EMS RC-4 Patient Cable	2 years
R Series®	8000-0312 8000-0367	Mainstream - CAPNO 5 CO2 Sensor and Cable Sidestream - CAPNO 5 LoFlo CO2 Module	limited lifetime warranty* *Original purchaser only
Thermogard XP® Catheters Start Up kits Guidewires		6 months	
TherOx® SSO ₂ Catheters and Cartridges		Warranty is valid through the shelf life date stated on the packaging.	
Electrodes		90 days	
Other Cables		90 days	

RETURN POLICY

Important:

When your shipment arrives:

Please inspect all cartons and count the number of pieces that you received. Verify numbers and items against the enclosed packing slip. Any discrepancies with your shipment must be brought to our attention within 10 working days.

The Return Authorization Number (RMA) must appear on the outside of all boxes along with a copy of the original packing slip indicating what products are being returned – failure to do so can cause a delay in processing your credit. Customer's using an RPS label must apply the return sticker to each package.

- Customer must obtain advance authorization for product returns from ZOLL. Returns received without proper authorization (RMA) will be returned to sender.
- Only product purchased within 90 days is eligible for return except electrodes, which need to be returned within 14 days.
Capital Equipment returns must be authorized in advance by the Sales Representative and a RMA must be obtained from the ZOLL Customer Service Department, (800) 348-9011.
- If the equipment is not working properly, contact Technical Support at (800) 348-9011 or Tservice_master@zoll.com for troubleshooting. If the problem cannot be resolved, Technical Support will issue a service request number to authorize the return.
- Per OSHA standard on Blood Borne Pathogens(29 CFR 1910-1030) the customer is required to clean and disinfect all items returned.

How to Return a Product to ZOLL Medical

Obtain an RMA by calling the ZOLL Customer Service Department at (800) 348-9011.

1. Include a copy of the original packing slip indicating what product is being returned.
2. Insure that merchandise is well packaged for return to ZOLL Medical.
3. Write the return authorization number on the outside of the package.
4. Be sure to obtain a copy of the tracking label from your package.

How to Return Trade-In Equipment to ZOLL Medical

There is already an RMA created at the time of the sale. If you do not know what that number is, please call the ZOLL Customer Service Department at (800) 348-9011.

Please follow the instructions noted above for returning product to ZOLL Medical.

Cancellation

If the customer receives authorization from ZOLL Medical to return a product for credit the customer may be subject to a restocking charge of twenty (20) percent of the original list purchase price, but not less than \$50.00 per product.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
02/18/2025

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).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED ZOLL Medical Corporation and Subsidiaries 269 Mill Road Chelmsford MA 01824-4105 USA	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Tokio Marine America Insurance Company	10945
	INSURER B: Trans Pacific Ins Co	41238
	INSURER C: Sompo America Fire & Marine Insurance Co	38997
	INSURER D: Mitsui Sumitomo Insurance USA Inc.	22551
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570110902109 **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.

Limits shown 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLL640976007	07/01/2024	07/01/2025	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	AUTOMOBILE LIABILITY <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			CA6409761-07	07/01/2024	07/01/2025	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	07/01/2024	07/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	JCD40122W0 AOS JCR40013N0 WI	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Re: Contract: Number 6563350; Certificate Holder, Metropolitan Government of Nashville, and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability Coverage & Business Auto Coverage policy.

CERTIFICATE HOLDER

Metropolitan Government of Nashville
and Davidson County
Attn: Purchasing Agent
Metro Courthouse
Nashville TN 37201 USA

CANCELLATION

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

570110902109

Certificate No :





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2025

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.

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PRODUCER
MARSH USA, LLC.
1166 Avenue of the Americas
New York, NY 10036

CONTACT

NAME:

PHONE
(A/C. No. Ext):

FAX

(A/C. No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Allied World Assurance Co.

19489

INSURED
ZOLL MEDICAL CORPORATION
AND SUBSIDIARIES
269 MILL ROAD
CHELMSFORD, MA 01824-4105

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES**CERTIFICATE NUMBER:**

NYC-012231885-00

REVISION NUMBER: 0

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N					E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	CYBER			0313-7973	04/14/2024	04/14/2025	LIMIT
							SIR
							5,000,000
							1,000,000

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

RE: Contract Number 6563350

CERTIFICATE HOLDER

Metropolitan Government of Nashville
and Davidson County
Attn: Purchasing Agent
Metro Courthouse
Nashville, TN 37201

CANCELLATION

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
of Marsh USA LLC

Marsh USA LLC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2025

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.

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PRODUCER
MARSH USA, LLC.
1166 Avenue of the Americas
New York, NY 10036

INSURED
ZOLL MEDICAL CORPORATION
AND SUBSIDIARIES
269 MILL ROAD
CHELMSFORD, MA 01824-4105

CONTACT

NAME:

PHONE
(A/C. No. Ext):FAX
(A/C. No):

E-MAIL

ADDRESS:

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

INSURER A : Federal Insurance Company

20281

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES**CERTIFICATE NUMBER:**

NYC-012231883-00

REVISION NUMBER: 0

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.

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
	COMMERCIAL GENERAL LIABILITY								EACH OCCURRENCE		\$			
	<input type="checkbox"/>	CLAIMS-MADE	<input type="checkbox"/>						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)		\$		
	<input type="checkbox"/>								MED EXP (Any one person)		\$			
	<input type="checkbox"/>								PERSONAL & ADV INJURY		\$			
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE		\$			
	<input type="checkbox"/>	POLICY	<input type="checkbox"/>						PRO-JECT	<input type="checkbox"/>	LOC	PRODUCTS - COMP/OP AGG		\$
	<input type="checkbox"/>	OTHER:									\$			
		AUTOMOBILE LIABILITY												COMBINED SINGLE LIMIT (Ea accident)
<input type="checkbox"/>		ANY AUTO		BODILY INJURY (Per person)		\$								
<input type="checkbox"/>		OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per accident)		\$							
<input type="checkbox"/>		HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)		\$							
<input type="checkbox"/>						\$								
<input type="checkbox"/>						\$								
	<input type="checkbox"/>	UMBRELLA LIAB		<input type="checkbox"/>	OCCUR				EACH OCCURRENCE		\$			
	<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE		\$			
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$							\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								<input type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								<input checked="" type="checkbox"/>	N	N / A	E.L. EACH ACCIDENT		\$
	If yes, describe under DESCRIPTION OF OPERATIONS below										E.L. DISEASE - EA EMPLOYEE		\$	
											E.L. DISEASE - POLICY LIMIT		\$	
A	Products Liability Retro Date 10/1/2004					36066155 Deductible - \$200,000	07/15/2024	07/15/2025	Prod/Comp Ops/Occ		10,000,000			
									Prod/Comp Ops Agg		10,000,000			

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

RE: Contract Number 6563350
Products Liability - Claims made coverage
Errors & Omissions - Claims made coverage
Errors & Omissions includes Information Technology Products

CERTIFICATE HOLDER

Metropolitan Government of Nashville
and Davidson County
Attn: Purchasing Agent
Metro Courthouse
Nashville, TN 37201

CANCELLATION

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
of Marsh USA LLC

Marsh USA LLC

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AGENCY CUSTOMER ID: CN101609659

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED ZOLL MEDICAL CORPORATION AND SUBSIDIARIES 269 MILL ROAD CHELMSFORD,MA 01824-4105
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Primary Errors & Omissions

Carrier: Federal Insurance Company
Policy Number: 36066155
Eff: 07/15/2024 Exp: 07/15/2025
Limit: \$10,000,000 Aggregate
Deductible: \$200,000
Retro Date: 12/13/1996



Liability Insurance

Endorsement

Policy Period JULY 15, 2024 TO JULY 15, 2025

Effective Date JULY 15, 2024

Policy Number 3606-61-55 FPO

Insured **ZOLL MEDICAL CORPORATION**

Name of Company FEDERAL INSURANCE COMPANY

Date Issued JULY 2, 2024

This Endorsement applies to the following forms:

PRODUCTS/COMPLETED OPERATIONS - CLAIMS MADE

On the Declarations, the Products-Completed Operations Aggregate Limit and any Deductible or Self-Insured Retention applicable to **bodily injury** or **property damage** are deleted and replaced by the following.

Declarations

SHARED AGGREGATE LIMIT: \$ 10,000,000

ERRORS OR OMISSIONS LIABILITY LIMIT: \$ 10,000,000

MITIGATION EXPENSES COVERAGE AGGREGATE LIMIT: NOT PROVIDED

BODILY INJURY/PROPERTY DAMAGE/FINANCIAL INJURY DEDUCTIBLE (if any):	\$ 200,000	EACH CLAIM
---	------------	------------

BODILY INJURY/PROPERTY DAMAGE/FINANCIAL INJURY
SELF-INSURED RETENTION (if any): **NOT APPLICABLE**

Definitions

(continued)

Impaired Property

Impaired property means property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the adjustment, removal, repair or replacement of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

Information And Network Technology Product

Information and network technology product means:

- A. communication, computer, data security, electronic, information, Internet, network or website:
 - 1. equipment or parts; or
 - 2. programs or systems; and
- B. software, data or other information that is in electronic form.

Information And Network Technology Service

Information and network technology service means analysis, data security, design, integration, maintenance, management, processing, programming, repair or support services in connection with an **information and network technology product**.

Insured

Insured means a person or an organization qualifying as an **insured** in the **Who Is An Insured** section of this contract.

Insured Contract

Insured contract:

- A. means:
 - 1. a lease of premises;
 - 2. a sidetrack agreement;
 - 3. an easement or license agreement;
 - 4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. an elevator maintenance agreement; or
 - 6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages for injury or damage, to which this insurance applies, sustained by a third person or organization.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM



SS #: SS2024088

Date Received: Jan. 17, 2024

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 01/17/2024 Requesting Department/Agency/Commission: Metro Nashville Fire Department

Requesting Official: Fred Smith Telephone #: 615-862-5359 This is for a multi-year contract.

Product/Service Description: Cardiac monitors, AEDs, Accessories, and performance of preventative maintenance and repairs, ZOLL specific software including ZOLL cloud use services

Total Purchase (Enter the value for the entire contract life) Price: \$2,500,000

BU Number: 32214600 Fund #: 30003 Object Account: 503400 Any Other Accounting Info: _____

Proposed Supplier: ZOLL Medical Corporation

Proposed Supplier Contact: Lynn Isaacs

Supplier Address: 269 Mill Rd

City: Chelmsford

ST: MA

Zip: 01879

Supplier Telephone #: 9012129677

Supplier Email: lisaacs@zoll.com

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: NFD EMS and fire utilizes ZOLL products in all apparatus and training sites. NFD maintains a relationship with ZOLL specific products, ZOLL software and ZOLL Cloud services

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: FS

Requesting Department Director's Signature of Approval: William Swann

Date: 1/25/2024 | 4:27 AM PST

Sole Source Review

Reviewed By:	Zak Kelley		
Recommendation:	Approve	Department:	Fire
Supplier:	Zoll Medical Corporation	Pricing:	\$2,500,000.00
Description:	Cardiac monitors, AEDs, accessories, maintenance, repair, & software support	Method:	Multi-Year Contract

Procurement Code:	MC 4.12.060
Procurement Regulations:	R4.12.060.05 – Items Approved for Sole Source Procurement
Department Justification:	Brand-name medical and scientific equipment and supplies are approved for sole source procurement by R4.12.060.05 (a).

Review: Under section R4.12.060.02 of the procurement regulations, a contract may be awarded without competition when the good or service is approved by the regulations for sole source procurement.

This is a request to sole source cardiac monitors, AEDs, accessories, maintenance, repair, & software support from Zoll Medical Corporation. A sole source may be advisable for any of the following reasons:

- According to the department, Zoll products are currently in use across the department. Replacing them with an alternative brand would be both cost prohibitive and create a substantial administrative burden that could impede the function of the department. Because Zoll products are already in use across the department, compatibility of equipment, replacement parts, and accessories is a paramount consideration. Therefore, a sole source may be recommended pursuant to R4.12.060.02 (a).
- The regulations approve for sole sourcing brand name medical and scientific equipment. A review of the scope finds that this request meets that standard. Therefore, a sole source may be recommended pursuant to 4.12.060.05 (a).
- The regulations approve for sole sourcing the maintenance of high technology equipment & systems. A review of the scope finds that the level of integration and software support required for these products mean they meet that standard. Therefore, a sole source may be recommended pursuant to R4.12.060.05 (b).

Certificate Of Completion

Envelope Id: CE93C360-DF0E-4F22-A591-08B4648C9E09

Status: Sent

Subject: URGENT!!! Metro Contract 6563350 with ZOLL Medical Corporation (Fire)

Source Envelope:

Document Pages: 69

Signatures: 13

Certificate Pages: 17

Initials: 4

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

2/25/2025 2:35:57 PM

Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Gary Clay

Gary.Clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image
Using IP Address: 170.190.198.190

Sent: 2/25/2025 2:46:40 PM

Viewed: 2/25/2025 2:49:47 PM

Signed: 2/25/2025 2:50:17 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Leigh Anne Burtchaell

LeighAnne.Burtchaell@nashville.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

Sent: 2/25/2025 2:50:21 PM

Viewed: 2/26/2025 7:30:11 AM

Signed: 2/26/2025 7:30:22 AM

Electronic Record and Signature Disclosure:

Accepted: 2/26/2025 7:30:11 AM

ID: 48f4804e-9707-4d33-ac53-34fe8345da57

Bethany Nunley

Bethany.Nunley@nashville.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 2/26/2025 7:30:29 AM

Viewed: 2/26/2025 7:41:19 AM

Signed: 2/26/2025 7:41:41 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kurt Sandstrom

ksandstrom@zoll.com

Group VP, North American EMS Sales

ZOLL Medical Corporation

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 73.119.159.203

Sent: 2/27/2025 9:59:03 AM

Viewed: 2/27/2025 10:05:34 AM

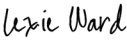
Signed: 2/27/2025 10:06:02 AM

Electronic Record and Signature Disclosure:

Accepted: 2/27/2025 10:05:34 AM

ID: 8fff4d40-c39c-4e80-af29-f04e002e8811

Signer Events	Signature	Timestamp
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.191	Sent: 2/27/2025 10:06:09 AM Viewed: 2/27/2025 10:21:02 AM Signed: 2/27/2025 10:21:23 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
William Swann william.swann@nashville.gov Director Chief Nashville Fire Dept Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 172.0.27.195 Signed using mobile	Sent: 2/27/2025 10:21:31 AM Viewed: 2/28/2025 5:21:19 AM Signed: 2/28/2025 5:42:56 AM
Electronic Record and Signature Disclosure: Accepted: 2/28/2025 5:21:19 AM ID: 4ddb5b19-f7ad-4653-b867-3f73291f9584		
Jenneen Reed/MAL michelle.Lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 172.59.105.45 Signed using mobile	Sent: 2/28/2025 5:43:02 AM Viewed: 3/3/2025 2:01:04 PM Signed: 3/3/2025 2:01:32 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 3/3/2025 2:01:37 PM Viewed: 3/3/2025 7:11:50 PM Signed: 3/3/2025 7:14:32 PM
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.100	Sent: 3/3/2025 7:14:37 PM Viewed: 3/4/2025 7:55:14 AM Signed: 3/4/2025 8:00:41 AM
Electronic Record and Signature Disclosure: Accepted: 3/4/2025 7:55:14 AM ID: aba63932-99ec-4441-a5b3-ca2dc9f46501		
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/4/2025 8:00:46 AM Viewed: 3/4/2025 8:39:47 AM Signed: 3/4/2025 8:39:55 AM
Electronic Record and Signature Disclosure: Accepted: 3/4/2025 8:39:47 AM ID: 5a456959-0ac2-4ece-a826-1252a495f799		

Signer Events	Signature	Timestamp
Lexie Ward lexie.ward@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 3/4/2025 8:40:01 AM Viewed: 3/4/2025 9:51:13 AM Signed: 3/4/2025 9:55:20 AM

Electronic Record and Signature Disclosure:
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ID: b8eb0a5c-bc02-4393-b691-a3489bfcd7a4

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 3/4/2025 9:55:25 AM

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

Terri L. Ray
Terri.Ray@nashville.gov
Finance Manager
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 2/25/2025 2:46:39 PM

Jennifer V. Kimball
jennifer.kimball@zoll.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 2/27/2025 9:03:46 AM
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Sent: 2/27/2025 9:59:07 AM

Jeremy Frye
jeremy.frye@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 12/27/2024 2:19:29 PM
ID: 329fae7e-a26d-4bd6-ab11-aa1aae64d63e

Carbon Copy Events	Status	Timestamp
Fred Smith fred.smith@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/24/2024 6:16:20 AM ID: 97504ba9-2156-4b99-aa52-436783c822ee		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/3/2025 12:33:26 PM ID: 64dfa091-cbb0-43d9-b427-a7fbbb735604		
Zak Kelley Zak.Kelley@Nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ava Elsaghir ava.elsaghir@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/21/2025 7:58:56 AM ID: cdb0ad9b-b2f1-48c7-a53f-7e98ff8133a9		
Jessica Horn Jessica.Horn@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/22/2024 9:20:42 AM ID: e54de0ab-fd23-4622-8cde-aecde8c50be3		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		