

ZOLL Data Systems, Inc.
Order Form Addendum

Order No:00021504

This Order Form is entered into as of July 13, 2017 (the "Effective Date"), executed subject to and made a part of that certain Master Software License Agreement between ZOLL Data Systems, Inc. ("ZOLL") and St. Helena Fire Dept ("Customer") (the "MSLA") previously executed. Unless explicitly stated otherwise in this Order Form, any capitalized terms shall have the meaning given to them in the MSLA.

Bill To: St. Helena Fire Dept 1480 Main Street Saint Helena, CA 94574	Ship To: St. Helena Fire Dept Attn: Allison Mattioli, amattioli@cityofsthelena.org 1480 Main Street Saint Helena, CA 94574 Shipping:
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Territory Manager: Mandy Chinn

Expires: August 31,2017

FireRMS								
Item	License	Description	Qty	List Price	Disc.	Adj. Price	Ext. Price	Annual Maint.
FSMSCI PS	PL	Initial SMS FireRMS CAD Interface - Intergraph	1	\$8,000.00		\$8,000.00	\$8,000.00	\$1,600.00

Professional Services								
Item	License	Description	Qty	List Price	Disc.	Adj. Price	Ext. Price	Annual Maint.
RNFD	---	RescueNet FireRMS Implementation Day (Excludes T&E)	1	\$1,500.00		\$1,500.00	\$1,500.00	\$0.00

Comments:

SUBTOTAL SOFTWARE:	\$8,000.00
SUBTOTAL PROFESSIONAL SERVICES:	\$1,500.00
TOTAL:	\$9,500.00
ANNUAL MAINTENANCE:	\$1,600.00

Payment Terms: Customer will pay to ZOLL an amount equal to 100% of the SUBTOTAL SOFTWARE amount indicated above within 30 days of Customer's receipt of ZOLL's invoice for such balance, which invoice shall be issued on the Effective Date. The remaining balance (100% of SUBTOTAL PROFESSIONAL SERVICES amount above) will be paid within 30 days of Customer's receipt of ZOLL's invoice for such balance, which invoice shall be issued on the earlier of: (a) the completion of services; or (b) 6 months from the Effective Date (unless the Software has not been deployed due to a delay caused by ZOLL). Any amounts not paid when due may result in the forfeiture of any discounts offered on the Effective Date.

Maintenance Fees: Maintenance Fees specified in this Order Form will be prorated up to the next maintenance billing cycle following completion of services and added to the maintenance invoice issued at that time.

Service Fees: Service Fees are specified in each SOW. Customer will also reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL in providing the Services.

Scope of License: Software is licensed based upon the License Type and quantity purchased, as more particularly set forth above and in the attached License Description Addendum.

Tax Exempt Status: If Customer is tax exempt or pays state taxes directly, then prior to invoicing, Customer must provide ZOLL with a copy of a current tax exemption certificate issued by Customer's state taxing authority for the given jurisdiction.

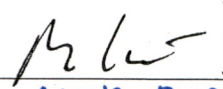
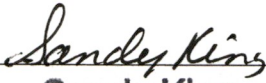
The person signing below represents and warrants that she or he has the authority to bind Customer to the terms of this Order Form . By signing below, the parties agree to the terms and conditions of this Order Form. Once signed, any reproduction of this Order Form, or any attachment or exhibit hereto, made by reliable means (for example, photocopy or facsimile) is considered an original and all Software, Services and Maintenance Services ordered and provided under this Order Form are subject to the terms of the MSLA.

ZOLL Data Systems, Inc.

St. Helena Fire Dept

Authorized Signature:

Authorized Signature:



Name: Sandy King

Name: Mark Prestwich

Title: Accounting Operations Manager

Title: City Manager

Date: 10/2/17

Date: 10/2/17

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Amended Terms and Conditions

The following sections supersede or are in addition to sections in the existing MSLA.

1.1 "Annual Fee" for "SUB" Type licenses. Means the amount of Monthly Fees that Customer is required to pay under this MSLA in each twelve-month period during the Term beginning on the date identified in the Initial Order.

1.11 "Monthly Fees" for "SUB" Type licenses. Means ZOLL's then current standard recurring monthly fees for the license of Software set forth in the Initial Order or any subsequent Order Form. Monthly Fees are part of the Software Fees.

6.2 Maintenance Fees. For "SUB" Type licenses, Maintenance Fees are included in the Monthly Fees. For all other software, if Customer elects to procure Maintenance Services from ZOLL, then 60 days following the Deployment Date, ZOLL will invoice Customer for 1 quarter of Maintenance Services to commence on the date of expiration of the **"Software Warranty Period"** (as defined in **Section 7** below). ZOLL will invoice Customer on a quarterly basis thereafter for all further Maintenance Fees unless Customer notifies ZOLL within 30 days of the end of the then-current Maintenance Services period. ZOLL will have no obligation to provide Maintenance Services to Customer if any invoice issued under this Section 6.2 is past due. If Customer elects to discontinue Maintenance Services at any time, to reinstate Maintenance Services and receive the applicable updates and new releases, Customer must pay the Maintenance Fees for all time periods missed. All Maintenance Fees are non-refundable.

6.6 Audit Rights. During the Term and for a period of six (6) months following the termination or expiration of this MSLA, ZOLL will have the right, during normal business hours, to inspect (through remote access to Customer servers, reports, etc. or onsite if determined necessary), or have an independent audit firm inspect, Customer's records relating to Customer's use of the Software to ensure it is in compliance with the terms of this MSLA, including with any limitation on the number of servers, personal computers and/or other portable devices on which Customer may install the Software hereunder and/or the number of Customer users that may use the Software hereunder, and/or the number of PCRs or transactions generated through the software hereunder. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds 5% for products other than ePCR Monthly Fees that are subject to adjustment as described on page 1. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non discounted rates) plus interest as provided in **Section 6.4** above.

11.4 Effects of Termination. Upon termination or expiration of the MSLA for any reason: (a) any amounts owed to ZOLL under this MSLA and all Statements of Work before such termination or expiration will be immediately due and payable, including, in the event of termination of this MSLA (i) by ZOLL under **"Section 11.2"** or (ii) by Customer under **"Section 11.3"**, a termination fee (**"Early Termination Fee"** equal to the amount, if any, of (x) the initial Annual Fee minus (y) the sum of Monthly Fees (as defined in the Initial Order) paid by Customer to ZOLL hereunder prior to the date of termination during the initial twelve-month period; (b) all licensed rights granted in this MSLA will immediately cease to exist; (c) Customer must promptly discontinue all use of the Software, erase all copies of the Software from Customer's computers and the computers of its customers, and return to ZOLL or destroy all copies of the Software and Documentation on tangible media in Customer's possession; and (d) each party shall promptly discontinue all use of the other party's Confidential Information, and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. If ZOLL terminates an SOW for cause, such termination will have no effect upon any other SOWs that may be in effect unless ZOLL terminates the MSLA for cause. Upon ZOLL's request, Customer will provide a written certification (in the form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this **Section 11.3**.

11.6 Products Excluded from Early Termination Fee. Subscription Billing Eligibility (Per Transaction) is excluded from the Early Termination Fee.

11.9 Access to Insight Analytics. Provided the Customer is current on payments of Maintenance Fees hereunder, Customer may subscribe, at no additional charge, to ZOLL's website www.ZOLLonline.com (**"ZOLL Online"**) by agreeing to the terms of the Application Service Provider Agreement available on ZOLL Online (**"The ASP Agreement"**), pursuant to which Customer shall receive access, at no additional charge, to Insight Analytics product of ZOLL, subject to the terms of the ASP Agreement.

12.10 Entire Agreement. This MSLA, together with all exhibits hereto and the ASP Agreement, if any, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This MSLA shall not be modified except by a subsequently dated written amendment signed on behalf of ZOLL and Customer by their duly authorized representatives.