

City of South Daytona

Fire Department

Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3033



To: James L. Gillis Jr., City Manager

From: James D. Giles, Fire Chief

Date: August 26, 2022

Re: Consideration of approving third party agreement with ZOLL Data Systems to utilize the Volusia County Fire Records Management System (RMS).

Volusia County Public Protection is searching for a county-wide replacement of the Fire Records Management System (RMS). Currently Volusia County Fire Rescue (VCFR) and municipal fire departments use the Firehouse reporting system. This vendor will soon no longer provide support and a new RMS will need to be selected. This chosen system will be paid for by Volusia County Public Protection but used by all municipalities to create a consolidated system and a sole data collection point. This system will be a sole source of data to utilize to assess, track, and report on both Fire and emergency medical services (EMS) response throughout the County.

Volusia County EMS operates a two-tiered system wherein fire departments are dispatched first to a medical emergency; a critical feature of the new Fire RMS is to share data seamlessly with the Zoll system utilized by Volusia County EMS and other municipal transport providers. This allows for continuity of patient care between Fire and EMS providers. Information obtained during demonstrations of other Fire RMS systems (Image Trend and ESO), indicates that the only option to exchange data seamlessly will be to share the Zoll platform. All Fire Departments respond to calls that could potentially be transferred to a medical transport provider that utilizes the Zoll system. Thus, a consolidated Fire RMS system most effectively supports transfer of care from any fire responder to any medical transport provider, regardless of the organization(s) represented. The only way to create this seamless transition of information to maintain the best continuity of care is to utilize the same platform. Zoll Fire Reports is the only system that provides this opportunity.

The Zoll Fire Reports system has been agreed upon by the Fire Chiefs Association in Volusia County as the preferred software for the replacement Fire RMS. Volusia County has signed an agreement for a free test version of the Zoll Fire Reports system, the final agreement is tentatively set for County Council on October 18, 2022.

To utilize the Zoll Fire Records Management System (RMS) which is paid for by Volusia County Public Protection a third-party agreement is required. City Attorney Vose has reviewed the agreement for legal sufficiency.

Staff recommends the City Council approve the third-party agreement with ZOLL Data Systems to participate in the free test version with Volusia Count for a Fire Records Management System (RMS).

Continuing Commitment to Excellence

**THIRD PARTY ACCESS AND USE AGREEMENT – ZOLL FIRE REPORTS AND EMSCHARTS
FOR COUNTY OF VOLUSIA, FL**

THIS THIRD PARTY ACCESS AND USE AGREEMENT ("**Agreement**"), effective as of the date on which both parties have signed

below, is entered into by and between _____ ("**Third Party**") and ZOLL Data Systems, Inc. ("**ZOLL**") located at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021.

1. **Access and Use.** Subject to the terms and conditions of this Agreement, ZOLL grants Third Party a limited, revocable, non-exclusive right to access and use ZOLL Fire Reports and/or ZOLL emsCharts at ZOLL's designated URL (currently zoll.emscharts.com) (the "**Cloud Services**") solely for the purpose of submitting records to one or more entities identified as receiving entities for Third Party with respect to such records, which may include submitting patient care records to one or more entities identified as receiving hospitals or other receiving entities for Third Party with respect to the patients named in such records and for other authorized purposes (the "**Access and Use**"). ZOLL reserves the right to monitor such Access and Use and use the results of such monitoring for any lawful purpose. Third Party's Access and Use requires an active agreement(s) between ZOLL and the County of Volusia, FL for the implemented Cloud Services (ZOLL Fire Reports and/or emsCharts).

2. **Authorization.** Third Party represents, warrants and covenants that (A) it has the full right, power and authority for the Access and Use; (B) the Access and Use do not violate any agreement, law, regulation or other legal standard, including but not limited to any business associate agreement or other requirement of Health Insurance Portability and Accountability Act of 1996, as amended; (C) ZOLL will not as a result, or arising out, of the Access and Use (i) be an agent of Third Party; (ii) receive, maintain or transmit protected health information on behalf of Third Party; or (iii) make any representation or warranty, or have any liability, to Third Party; (D) Third Party will not be a third party beneficiary under an agreement between ZOLL and any customer.

3. **Restrictions.** Without limiting any other term or condition of this Agreement, Third Party shall not, and shall not permit any other third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the Cloud Services, the software that underlies the Cloud Services, as modified, updated and enhanced from time to time (the "**Underlying Software**") or the documentation or users manuals from time to time made available by ZOLL for the Cloud Services (the "**Instructions**"); (b) merge the Cloud Services, Underlying Software or Instructions with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the Cloud Services, Underlying Software or Instructions to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code (as defined in Section 8) for the Cloud Services or Underlying Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Cloud Services, Underlying Software or the Instructions; (f) use the Cloud Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Cloud Services; (g) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (h) otherwise attempt to interfere with the proper working of the Cloud Services; or (i) otherwise use or copy the Cloud Services, Underlying Software or Instructions in any manner not expressly permitted by the Agreement. Third Party agrees not to use the Cloud Services in excess of its authorized login protocols. Third Party shall immediately notify ZOLL of any unauthorized use of Third Party's login ID, password or account or other breach of security. If Third Party becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this Agreement, Third Party will, and will cause its users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on the systems of Third Party or its users; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

4. **Confidentiality.** Third Party will not use any trade secrets, business or financial information, computer software, machine or operator instructions, business methods, procedures, know how, technical, marketing, financial, employee, planning or other information that relates to the business or technology of ZOLL and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("**Confidential Information**") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information only to the employees or contractors of Third Party who have a need to know Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Third Party's duty hereunder. Third Party will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Third Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. the Cloud Services, the Underlying Software and Instructions shall be Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Cloud Services or Underlying Software), notwithstanding any failure to mark or identify it as such. Third Party's obligations under this Section 4 with respect to any Confidential Information will terminate if and when Third Party can document that such information: (a) was already lawfully known to Third Party at the time of disclosure by ZOLL; (b) is disclosed to Third Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Third Party has become, generally available to the public; or (d) is independently developed by Third Party without access to, or use of, Confidential Information. In addition, Third Party may disclose Confidential Information to the extent that such disclosure is: (i) approved in writing by ZOLL, (ii) necessary for Third Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, *provided that* Third Party notifies ZOLL of such required disclosure in writing prior to making such disclosure and cooperates with ZOLL, at ZOLL's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

5. **Warranties.** THE CLOUD SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE CLOUD SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THIRD PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES AND THAT NO WARRANTIES ARE MADE HEREIN BY ZOLL OR ANY OF ITS REPRESENTATIVES OR SUPPLIERS WITH RESPECT TO THE CLOUD SERVICES AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS.

6. **Limitation on Liability.** IN NO EVENT WILL ZOLL OR ANY OF ITS REPRESENTATIVES OR LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE CLOUD SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF ZOLL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Third

party 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, and Third Party agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers.

7. **Indemnification.** Except to the extent prohibited by Section 768.28, Florida Statutes, Third Party agrees to defend, indemnify and hold harmless ZOLL, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees, including reasonable attorneys' fees ("**Claims**") arising out of or relating to Third Party's violation of this Agreement or access to, and use of, the Cloud Services other than as expressly authorized in this Agreement. The foregoing obligations are conditioned on ZOLL: (i) notifying Third Party promptly in writing of any such Claim; (ii) giving Third Party sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating with Third Party and, at Third Party's request and expense, assisting in such defense.

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

9. **Termination.** Either party may terminate this Agreement immediately upon notice to the other party. Upon termination of this Agreement: (a) all rights granted to Third Party in this Agreement will immediately cease to exist; and (b) Third Party must promptly discontinue all use of the Cloud Services and return or destroy, all copies of the Instructions in Third Party's possession or control.

10. **Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth below such party's signature and, in the case of ZOLL, to the attention of the Chief Financial Officer (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 or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

11. **Assignment.** Third Party may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

12. **Amendment.** This Agreement may not be amended except in writing signed by both parties. Any waiver or failure to enforce any provision of this Agreement once will not be a waiver of any other provision or of such provision on any other occasion.

13. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

14. **Entire Agreement.** This Agreement 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.

IN WITNESS WHEREOF, each party has executed this Agreement on the date that appears below such party's name.

ZOLL Data Systems, Inc.

Address: 11802 Ridge Parkway, Suite 400

Broomfield, CO 80021

Authorized Signature:

Name:

Title:

Date:

Third Party:

Address: _____

Authorized Signature:

Name:

Title:

Date:

ORDER**Order No. Q-10955**

THIS ORDER FORM (this "**Order**") is made as of the date on which both parties have signed below (the "**Effective Date**") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021, accountsreceivable@zoll.com ("**ZOLL**") and County of Volusia with offices at 123 W. Indiana Avenue, Room 302, DeLand, FL 32720 (the "**Customer**").

Bill To: Volusia County Fire Rescue 125 W. New York Ave., Suite 220 Deland, FL 32720 Email for Notices: rmatusiak@volusia.org	Ship To: Volusia County Fire Rescue 125 W. New York Ave., Suite 200 Deland, FL 32720
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Territory Manager: Kayleb Bowes**Offer Expires:** 8/10/2022

ASP Services			
Item	Description	Quantity	Price
ZFR-IM	ZOLL Fire Reports - Inventory Module (Per PCR)	1,666	\$0.00
ZFR-OM	ZOLL Fire Reports - Operations Modules (Per Incident)	1,666	\$0.00
ZFR-SCH	ZOLL Fire Reports - Scheduling Interface (Per Incident)	1,666	\$0.00

Comments: Fees = \$0 for this Order. For clarification, fire codes not included.

License Grant. Subject to the terms and conditions of the Agreement, ZOLL only grants to Customer during the Term (as defined below), a non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the ASP Services listed in the table above with software made available to Customer through the web site located at a unique URL to be provided by ZOLL solely for Customer's internal test purposes in the Quantity listed above.

Term. Unless earlier terminated as set forth in the Agreement, the term of this Order shall begin on the Effective Date and expire thirty (30) days after the Effective Date (the "**Term**").

Warranties. The ASP Services are provided "AS IS". ZOLL expressly disclaims all warranties with respect to the ASP Services, including any warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties and that no warranties are made herein by ZOLL or any of its representatives or suppliers with respect to the ASP Services.

Limitation on Liability. In no event will ZOLL or any of its representatives or suppliers be liable for any direct, indirect, consequential, exemplary, special, or incidental damages, including without limitation any lost data, lost profits and costs of procurement of substitute goods or services, arising from or relating to this Order, however caused and under any theory of liability (including negligence), even if advised of the possibility of such damages.

System and Organization Controls (SOC) Report. Upon Customer's, ZOLL will provide a copy of its current SOC 2 Type 2 Report (or successor equivalent report), which ZOLL represents is confidential information and proprietary to ZOLL; as such, it would be provided to Customer under assertion of trade secrets protection.

Notices. ZOLL may send a courtesy copy of notices to the "Email for Notices" address listed at the beginning of the Order. In addition, all notice required under the Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. For the present, the parties designate the following:

In the case of Customer:	with a copy of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
In the case of ZOLL:	
ZOLL Data Systems, Inc. Attn: Chief Financial Officer Address: 11802 Ridge Park Way Suite 400 Broomfield, CO 80021	

Choice of Law. The Agreement will be governed by and interpreted in accordance with the laws of the State of Florida without reference to its choice of law rules.

ORDER**Order No. Q-10955****Additional Terms for Political Subdivision of the State of Florida:**

- 1) **Payments.** Notwithstanding anything to the contrary in Section 2 (Payment) of the Terms and Conditions: (a) pursuant to Section 218.74, Florida Statutes, Customer will pay ZOLL all amounts due under this Agreement within 45 days after the date of the invoice; (b) Customer shall have no obligation to pay any expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments, to the extent prohibited by Chapter 768.28, Florida Statutes; and, (c) after the Initial Term, ZOLL may increase Fees annually.
- 2) **Indemnification.** To the extent the terms and conditions of Subsection 5.2 (Customer) of Section 5 (Indemnification) of the Terms and Conditions are prohibited by Section 768.28, Florida Statutes, Subsection 5.2 shall not apply. Customer agrees to be fully responsible for its own acts of negligence, and its agents' acts of negligence when acting within the scope of their employment, and agrees to be liable for any damages proximately caused thereby; provided, however, that to the extent required by Section 768.28, Florida Statutes, the parties agree that Customer's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.
- 3) **Customer Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 6 (LIMITATION OF LIABILITY) OF THE TERMS AND CONDITIONS, TO THE EXTENT REQUIRED BY SECTION 768.28, FLORIDA STATUTES, THE PARTIES AGREE THAT CUSTOMER'S LIABILITY IS SUBJECT TO THE MONETARY LIMITATIONS AND DEFENSES IMPOSED BY SECTION 768.28, FLORIDA STATUTES. NOTHING HEREIN IS INTENDED TO SERVE AS A WAIVER OF SOVEREIGN IMMUNITY BY THE PARTIES, NOR SHALL ANYTHING HEREIN BE CONSTRUED AS CONSENT BY THE PARTIES TO BE SUED BY ANY THIRD PARTY FOR ANY CAUSE OR MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 4) **Audits and Inspections.** Notwithstanding anything to the contrary in Subsection 9.2 (Audits and Inspections) of Section 9 (General Provisions) of the Terms and Conditions, the costs of the audit will be paid solely by ZOLL.
- 5) **Revocation of Administrative Rights.** Notwithstanding anything to the contrary in Subsection 6.7 (Revocation of Administrative Rights) of Section 6 (Service Level Agreement) of the ASP Services Addendum, ZOLL may not revoke administrative rights, including database access rights, if the use of any such rights results in more than five (5) Support Tickets.
- 6) **Verification of Employment Eligibility.** ZOLL and each applicable subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. The rights and remedies provided by Section 448.095, Florida Statutes will apply to ZOLL's violation thereof.
- 7) **Public Entity Crime Act.** ZOLL represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. ZOLL further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ZOLL has been placed on the convicted vendor list.
- 8) **Discriminatory Vendor and Scrutinized Companies List; Countries of Concern.** ZOLL represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. ZOLL represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with Customer on any of the grounds stated in Section 287.135, Florida Statutes. ZOLL represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.
- 9) **Public Records.** Customer is a public agency subject to Chapter 119, Florida Statutes. To the extent ZOLL is acting on behalf of Customer pursuant to Section 119.0701, Florida Statutes, ZOLL shall comply with all applicable public records laws as "contractor," specifically to:
 - a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PURCHASING@VOLUSIA.ORG, 386-736-5935, BY MAIL: PURCHASING AND CONTRACTS DIVISION, ATTN: PUBLIC RECORDS CUSTODIAN, 123 W. INDIANA AVE. RM 302 DELAND, FL 32720.

ORDER**Order No. Q-10955**

10) **Third Party Providers.** Customer's third party EMS agencies must sign ZOLL's standard ZOLL Fire Reports Third Party Access and Use Agreement.

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT <https://www.zolldata.com/legal>, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

Order of Precedence. In the event of any inconsistency between such terms and conditions, and applicable addenda, and this Order, the terms and conditions of this Order will control.

Each 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 of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original and all Products and Services ordered and provided under this Order will be subject to it.

ZOLL Data Systems, Inc.

Authorized Signature:

County of Volusia

Authorized Signature:

DocuSigned by:

Sandy King

D4D2A604C8944D5...

Name: Sandy King
 Title: Director of Operational Accounting
 Date: 7/20/2022 | 14:11:48 PDT

DocuSigned by:

Pam Wilsky

E6E72DB46EB548A...

Name: Pam Wilsky
 Title: Purchasing Director
 Date: 7/20/2022 | 17:12:57 EDT

Certificate Of Completion

Envelope Id: 5D863E9D677E45C698A1C548B7127D68

Status: Completed

Subject: Please DocuSign: ZDS + Volusia County Order Q-10955 (ZFR Trial)

Source Envelope:

Document Pages: 3

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

John Duckworth

119 W. Indiana Ave.

DeLand, FL 32720

jduckworth@volusia.org

IP Address: 74.191.71.218

Record Tracking

Status: Original

7/20/2022 3:51:28 PM

Holder: John Duckworth

jduckworth@volusia.org

Location: DocuSign

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: County of Volusia

Location: DocuSign

Signer Events

Sandy King

sking@zoll.com

Director of Operational Accounting

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Sandy King

D1D2A604C6944D5...

Signature Adoption: Pre-selected Style

Using IP Address: 64.58.7.188

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Signed: 7/20/2022 5:11:48 PM

Electronic Record and Signature Disclosure:

Accepted: 7/20/2022 4:09:54 PM

ID: 87b74a72-ad55-4ede-a6ee-3a3ff168b658

Pam Wilsky

pwilsky@volusia.org

Purchasing Director

Volusia County Purchasing Division

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Pam Wilsky

F6F72DB46FB548A...

Signature Adoption: Pre-selected Style

Using IP Address: 74.191.71.218

Sent: 7/20/2022 5:11:49 PM

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Signed: 7/20/2022 5:12:57 PM

Electronic Record and Signature Disclosure:

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

Envelope Sent

Hashed/Encrypted

7/20/2022 3:55:25 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	7/20/2022 5:12:51 PM
Signing Complete	Security Checked	7/20/2022 5:12:57 PM
Completed	Security Checked	7/20/2022 5:12:57 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Volusia:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 386-736-5922

To contact us by email send messages to: cbarber@volusia.org

To contact us by paper mail, please send correspondence to:

County of Volusia
119 W. Indiana Ave.
c/o Christine Barber
DeLand, FL 32720

To advise County of Volusia of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cbarber@volusia.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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

To request paper copies from County of Volusia

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

To withdraw your consent with County of Volusia

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cbarber@volusia.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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