

# TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 00546101  
NASSAU COUNTY FIRE RESCUE  
96135 NASSAU PLACE BOX 1  
YULEE, FL 32097

Bill To # 00546101  
NASSAU COUNTY FIRE RESCUE  
96135 NASSAU PLACE BOX 1  
YULEE, FL 32097

This Technical Service Support Agreement begins on 5/2/2008 and expires on 5/1/2009.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$14,272.00 per term, payable in a One Time installment.

### Special Terms

10% DISCOUNT ON ACCESSORIES  
17% DISCOUNT ON LP12 UPGRADES

**Customer  
Copy**

Accepted: Physio-Control, Inc.

Customer: Marianne Marshall

By: ERNEST "JAY" GRAY

By: Marianne Marshall

Title: Technical Services Representative

Print: Chair

Date: 4/15/08

Title: June 18, 2008

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

Purchase Order Number: \_\_\_\_\_

**Additional Nassau County Officials  
Signatures attached**  
Customer Contact:

Territory Rep: EAVV58

Gray, Ernest

Phone: 800-442-1142 x2516

FAX: 800-772-3340

Randy Toskin

Phone: 904-491-7525

FAX: \_\_\_\_\_

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS**

**RENEWAL TERMS**

Physio-Control, Inc.'s ("Physio-Control") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

**REPAIR SERVICES**

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

**INSPECTION SERVICES**

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

**DOCUMENTATION**

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

**LOANERS**

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

**EXCLUSIONS**

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

**SCHEDULE SERVICES**

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

**PAYMENT**

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

**WARRANTY**

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

**TERMINATION**

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

**DELAYS**

Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

**MISCELLANEOUS**

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- b) This Technical Service Support Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
- c) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to the enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

.....  
..... END .....

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE A**

Contract Number:

Servicing Rep: Gray, Ernest, EAVV58  
 District: GULF COAST  
 Phone: 800-442-1142 x2516  
 FAX: 800-772-3340

Equipment Location: NASSAU COUNTY FIRE RESCUE, 00546101  
 96135 NASSAU PLACE BOX 1  
 YULEE, FL 32097

Scope Of Service On Site Repair and 1 On Site Inspection per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	30827381	5	5/2/2008	5/1/2009	1
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	14251562	6	5/2/2008	5/1/2009	1
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	14251563	7	5/2/2008	5/1/2009	1
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	14251566	8	5/2/2008	5/1/2009	1
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	14254410	9	5/2/2008	5/1/2009	1
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	14254415	10	5/2/2008	5/1/2009	1
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	14254416	11	5/2/2008	5/1/2009	1
LIFEPAK® 10	804200-28	011121	18	5/2/2008	5/1/2009	1
LIFEPAK® 10	804200-28	007441	19	5/2/2008	5/1/2009	1
LIFEPAK® 10	804200-14	006544	20	5/2/2008	5/1/2009	1
LIFEPAK® 10	804200-28	038682	21	5/2/2008	5/1/2009	1
LIFEPAK® 12	VLP12-02-003974	30807008	1	5/2/2008	5/1/2009	1
LIFEPAK® 12	VLP12-02-003974	30807009	2	5/2/2008	5/1/2009	1
LIFEPAK® 12	VLP12-02-003974	30816136	3	5/2/2008	5/1/2009	1
LIFEPAK® 12	VLP12-02-003974	30828280	4	5/2/2008	5/1/2009	1
LIFEPAK® 12	VLP12-02-002940	14319579	12	5/2/2008	5/1/2009	1
LIFEPAK® 12	VLP12-02-002940	14319582	13	5/2/2008	5/1/2009	1
LIFEPAK® 12	VLP12-02-002940	14319585	14	5/2/2008	5/1/2009	1
LIFEPAK® 12	VLP12-02-002940	14319588	15	5/2/2008	5/1/2009	1
LIFEPAK® 12	VLP12-02-002940	14330919	16	5/2/2008	5/1/2009	1
LIFEPAK® 12	VLP12-02-002940	14330920	17	5/2/2008	5/1/2009	1

\*\* Denotes an inventory line that has changed since the last contract revision or addendum.

**MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE A**

Contract Number:  
Additional Items

Service Type	Item	Quantity	Start Date	End Date
CASE CHANGE	LP12 LIMITED CASE CHANGES	1	5/2/2008	5/1/2009

\*\* Denotes an additional item line that has changed since the last contract revision or addendum.

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE B**

LIFEPAK® 10 DEFIBRILLATOR/MONITOR/PACEMAKER

- Paddle repairs are included. (Paddle attachments are excluded; i.e. pediatric and anterior attachments).
- Auxiliary Power Supply included when listed on equipment inventory (Schedule A).
- Pacemaker repair is included.
- Case changes are excluded.
- Pacing and patient cables are excluded.
- FAST-PATCH® adapters and QUIK-COMBO™ pacing/defibrillation adapters are included.
- Repair coverage for Physio-Control® ECG, Pacing and Defibrillation Simulators included.

Physio-Control® Battery Pak

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, up to a maximum of 4 Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK®10 defibrillator/monitor/pacemaker (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE B**

LIFEPAK® 12 DEFIBRILLATOR/MONITOR

- AC Power Adapter included when listed on equipment inventory (Schedule A).
- DC Power Adapter included when listed on equipment inventory (Schedule A).
- Defibrillator paddle repairs are included (excludes internal, sterilizable and pediatric paddles).
- Communications and Patient cables are excluded.
- PCMCIA Modems are excluded.
- Therapy cables are excluded.
- SpO2 Sensors are excluded.
- Case Changes are excluded.
- Discount of 17% from the field installed list price for any current and/or future available LIFEPAK®12 upgrade is included when installed by Physio-Control Technical Services.
- Discounts may not be combined with any other special terms, discounts and/or promotions.

Physio-Control Fastpak®, Fastpak 2, Lifepak SLA and Lifepak NiCd Battery

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the operating instruction manual and to replace batteries that do not pass the conditions outlined under "Discarding/ Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, FASTPAK2 for FASTPAK2, LIFEPAK SLA for LIFEPAK SLA, or LIFEPAK NiCd for LIFEPAK NiCd, up to a maximum of 4 Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK® 12 defibrillator/monitor (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

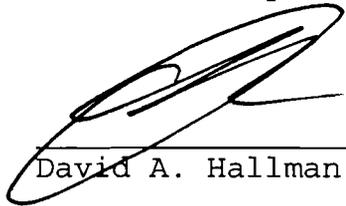
Lifepak®12 Software Updates

- If combined Repair and Inspection services are designated on the Technical Service Support Agreement inventory for Lifepak 12 units, at the customer's request, a Physio-Control Technical Services Representative will install Lifepak 12 software updates at no additional charge provided it is installed at the time of a regularly scheduled inspection. In addition during the term of this agreement, where an assembly such as a printed circuit board must be replaced in order to install the new software, these assemblies may be purchased by the customer at a 50% discount off the current list price of a new assembly. Software updates requested to be installed at a time other than the regularly scheduled inspection will be billed at \$205 per unit per software update. The cost of the software update will be billed on a separate invoice.
- If Repair-Only services are designated on the Service Order inventory for Lifepak 12 units, at the customer's request a Physio-Control Technical Services Representative will install a Lifepak 12 software update at a discounted price of \$205 per unit per software update. In addition during the term of this agreement, where an assembly such as a printed circuit board must be replaced in order to install the new software, these assemblies may be purchased by the customer at a 50% discount off the current list price of a new assembly. The cost of the software update will be billed on a separate invoice.
- Discounts may not be combined with any other special terms, discounts and/or promotions.

Attest to as to Chair's Signature:

  
John A. Crawford  
Ex-Officio Clerk *encl 6/18/08*

Approved as to form by the  
Nassau County Attorney:

  
David A. Hallman