

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2015-161**

**BE IT RESOLVED**, upon recommendation of Judge/Executive Harry L. Berry, to approve an agreement with Physio-Control Inc. to purchase PulsePoint Respond, a software application which empowers everyday citizens to provide lifesaving assistance to victims of sudden cardiac arrest in Hardin County.

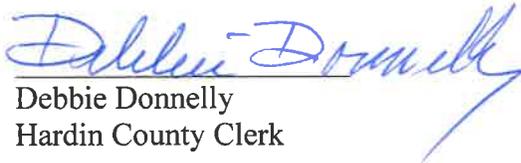
**BE IT FURTHER RESOLVED**, to authorize the Judge/Executive and the County Attorney to execute the contract.

**ADOPTED**, by Hardin County Fiscal Court in its regular meeting on 13 October 2015.



Harry L. Berry  
Hardin County Judge/Executive

ATTEST



Debbie Donnelly  
Hardin County Clerk



# PulsePoint Statement of Work

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Prepared for: Hardin County EMS

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Date: 9/10/2015

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Prepared for: **Hardin County EMS**

To accept this solution/Statement of Work (SOW), please sign and date the last page and return with your Purchase Order.

## Solution Overview

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PulsePoint Respond is an enterprise-class, pre-arrival solution designed to support public safety agencies working to improve cardiac arrest survival rates through improved bystander performance and active citizenship. Sudden Cardiac Arrest (SCA) can happen to anyone, at any time, but PulsePoint Respond empowers cardiopulmonary resuscitation (CPR) trained citizens to help improve patient outcomes and save lives by reducing collapse-to-CPR and collapse-to-defibrillation times.

When adopted, PulsePoint Respond empowers everyday citizens to provide lifesaving assistance to victims of sudden cardiac arrest. Application users who have indicated they are trained in CPR and willing to assist in case of an emergency can now be notified if someone nearby is having a cardiac emergency and may require CPR. If the cardiac emergency is in a public place, the location-aware application will alert trained citizens in the vicinity of the need for bystander CPR simultaneous with the dispatch of advanced medical care. The application also directs these citizen rescuers to the exact location of the closest publicly accessible Automated External Defibrillator (AED). User notification only occurs after 9-1-1 has been called.

## Project Implementation Steps

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As the implementing agency we will rely on you to assist the Physio-Control Project Manager and PulsePoint Interface Group. As the customer you agree to have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed upon schedule. Cooperation by you and your IT team will be essential to a successful implementation. Delivery will include the *PulsePoint Connect* application, remote project management, marketing materials, implementation assistance, training and testing. The following steps will be taken to assist you with the implementation of PulsePoint:

### STEP 1. Starting your implementation

Now that your agency is committed to a PulsePoint implementation, your first step is to complete the online registration form (<http://developer.pulsepoint.org/signup.php>). Completing the registration marks the formal start of your implementation with PulsePoint and gives your Physio-Control Implementation Manager the information needed to begin supporting you. This step begins after receipt of a formal Purchase Order or a signed Sandbox Evaluation Form.

### STEP 2. Establishing your Real-Time Incident data upload with *PulsePoint Connect*

A key step in the implementation process is connecting to your CAD data-warehouse or database. You will work with the PulsePoint Interface Group who will create the real-time incident data upload to PulsePoint with *PulsePoint Connect*.

Successful completion of this step occurs when *PulsePoint Connect* can upload real-time incident data from your production environment to the PulsePoint sandbox (test) server. Extensive details on this process are included in the '*PulsePoint Connect* Technical Project Guide' section.

### STEP 3. Integrating local AED location information and optional components

Accurate and complete public AED location information is required to realize the potential of this feature. Using the PulsePoint AED app and the PulsePoint Registry is essential in your agency's implementation process.

The PulsePoint AED app will also help you with the ongoing tasks to find new and missing AEDs. Your project manager will assist you with using the app and maintaining the integrity of the registry on an ongoing basis.

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#### STEP 4. Testing and acceptance

Your project manager will provide you with a formal test plan to verify that your PulsePoint interface meets its design specifications and other agency requirements. Along with this plan, we will provide both a browser-based tool and a special 'debug' app version for end-to-end testing. Using these tools you will be able to verify that incidents are properly displaying and that event notifications are functioning as intended before public release.

Testing is complete when both PulsePoint and your agency are satisfied with the capabilities of the interface and all other required elements are in place (logos, agency profile, jurisdiction cities, AED locations, etc.). When both parties are satisfied, your project manager will move your project into production bringing your agency into the public app.

#### STEP 5. Internal training and orientation (soft launch)

When appropriate, your project manager will redirect the interface from the sandbox (testing) environment to a production (live) environment. This enables final testing and verification of the deployment in the actual environment that end users will experience. This soft launch period is the final end-to-end validation before the public go-live. It provides a brief period for agencies to educate and train internal stakeholders and personnel ahead of the public announcement. An effective soft launch helps ensure a well-supported and surprise-free public rollout.

#### STEP 6. Announcing PulsePoint to your community

For the app to be successful it must be embraced by the community. Effective implementation requires a comprehensive community outreach strategy to be planned and executed. Physio-Control and the PulsePoint Foundation provide extensive resources for this effort including a suite of professionally developed print ready community launch materials that are customized for your agency, template media advisories and press releases, and a Public Service Announcement video.

A typical launch event includes a wide variety of tools including press releases, a press conference, and extensive use of agency community outreach initiatives, public relations, web and social media resources. Complete details will be provided separately in the 'PulsePoint Launch Guide'.

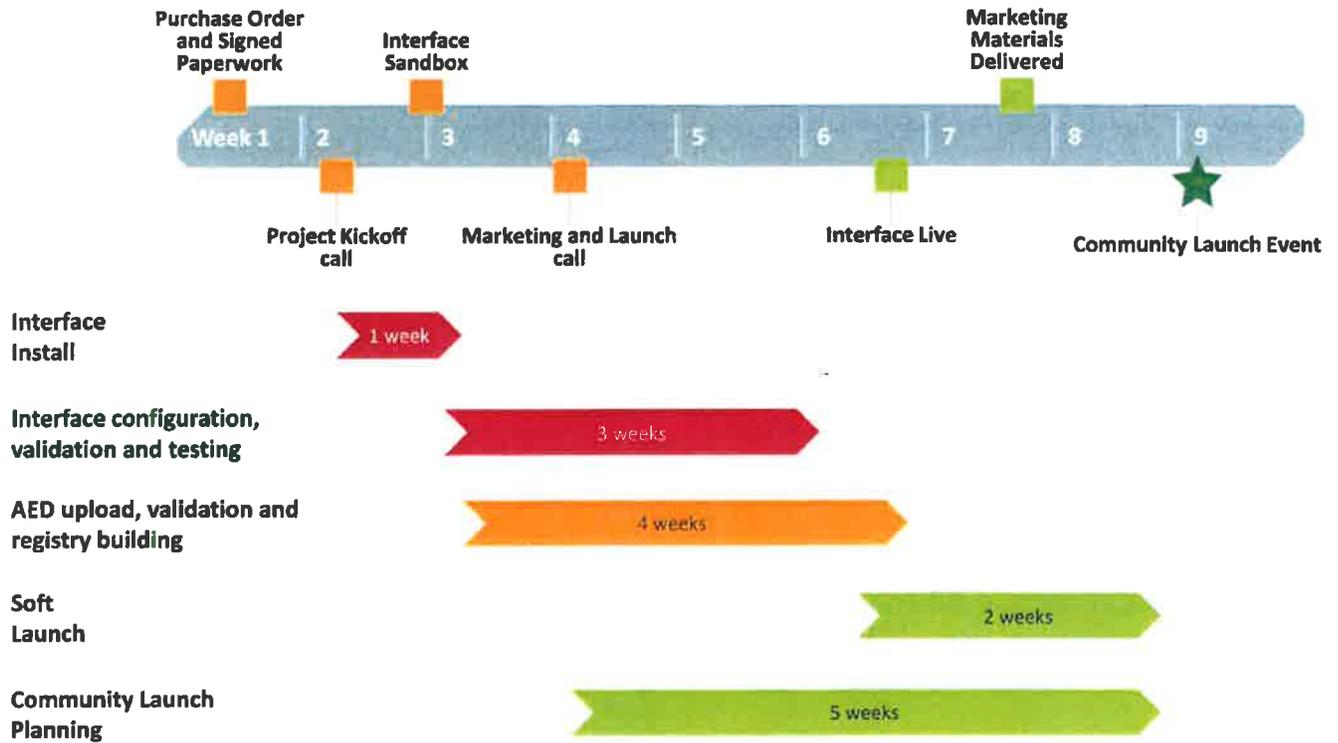
## Project Management

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During the implementation phase your project manager (PM) will become the primary point of contact for all PulsePoint items related to the solution's deployment. The PM will perform the following tasks as part of the project implementation:

- Review the scope of work (SOW) and the business goals of the customer.
- Make preliminary contact with the customer and review next steps.
- Conduct a remote project kickoff call.
- Assist with the PulsePoint administrative set-up and agency training.
- Provide information and training to integrate AED locations within the customer's community.
- Provide information regarding additional features for the PulsePoint Respond app, including streaming radio and in-app photos.
- Provide the customer with a comprehensive test plan to ensure the application is functioning as designed.
- Provide the customer with a design portfolio of customized marketing materials.
- Assist with ideas and logistics for the public launch, including sample media releases, launch day activities, community outreach campaigns, contests and long term adoption activities.
- Engage the customer post launch with information, ideas and updates to keep the community engaged.

## Sample Project Timeline



## Customer Project Responsibilities

- Assign an agency project lead responsible for managing the implementation on the agency side.
- Assign a technical contact who is familiar with the IT environment that can work directly with the interface team.
- Provide customer project contact list.
- Schedule and coordinate customer and customer vendor resources as needed.
- Attend and actively participate in all mutually scheduled project meetings.
- Provide final acknowledgment of project completion.

## Training

The following training will be provided:

- PulsePoint Respond administrator setup, configuration and maintenance training.
- PulsePoint AED and Registry training.
- Additional features for the PulsePoint Respond app, including streaming radio and incident photo upload.

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## Pricing Overview

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The attached quote set forth the Terms & Conditions and costs for the implementation and licensing of PulsePoint. Explanation of the costs are summarized below.

### Physio Control Implementation Services (One-Time Cost):

Physio-Control assigns a dedicated PulsePoint Project Manager (PM) to manage all aspects of the implementation, from interface timeline tracking and AED registry organization to planning and executing your community launch. This resource is with you from early stages to post-implementation follow-up.

*PulsePoint Connect* interfaces to a real-time CAD data-warehouse or database and then uploads this data to the PulsePoint Cloud for display in the PulsePoint app. This implementation includes all the work necessary to make sure appropriate information is displayed in the PulsePoint app for your agency. Your agency will work with the PulsePoint Interface Group to set-up, test and validate the interface.

### PulsePoint Annual Licensing (Yearly Costs):

Tiered annual fee is based on population served. These fees help ensure the long-term sustainability of the app and are used to directly benefit our users in several ways including consistent performance, reliable and timely technical support, and a steadily improving product.

This fee also covers 24/7 technical support, background monitoring of functionality, and support for future agency CAD upgrades.

## Change Management

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Change control will be managed by the Physio-Control PulsePoint Project Manager to ensure customer expectations are aligned with the project scope.

If a dispatch center serves multiple agencies, and not all served agencies are initially implemented, the addition of the remaining agencies will be supported. However, if the addition of new population moves the agency into the next tier (Tier 1 – <300,000; Tier 2 – 300,000-750,000; Tier 3 – 750,000-1,500,000; Tier 4 – 1,500,000+) appropriate fees based on total population served will apply.

Agencies joining after initial implementation will be provided with generic marketing materials at no additional cost. If the joining agencies desire a public launch with customized marketing material additional fees may apply.

## Project Closure

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Project closure occurs the first business day after completion of the implementation process, unless otherwise specified. The PM will review the status of tasks on the project plan and verify the completion of implementation. The project checklist will document any remaining action items to complete as part of the project.

## Post-Implementation Support

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PulsePoint interface monitoring occurs 24/7 and if we detect a problem with the interface we will contact the appropriate technical contact at your agency.

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## ***PulsePoint Connect* Technical Project Guide**

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### PulsePoint Interface Group Roles and Responsibilities

The role of the interface group is to design, build, implement and provide technical support for the *PulsePoint Connect* interface between the agency Computer-aided Dispatch (CAD) data-warehouse or database and the PulsePoint application.

### Your Agency's Real-Time CAD Incident Data

PulsePoint is able to interface to any real-time CAD Incident data source (data-warehouse or database) from any vendor. Having insight into the topics below will allow us to present the most accurate timeline for your implementation:

- Dispatch environment:
  - ◆ Is your CAD operated by your agency or part of a county/multi-jurisdictional dispatch center?
  - ◆ If your CAD is multi-jurisdictional we will ask for contact information for that center and a list of all of the agencies that will be part of the PulsePoint implementation.
- Database environment:
  - ◆ Does your CAD data reside in a SQL database?
  - ◆ Is this SQL database capturing real-time Incident data?
  - ◆ Does your CAD data contain Police calls?
- Dispatch workflow:
  - ◆ Do you use ProQA?

## **Real-Time CAD Data Access**

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*PulsePoint Connect* requires real-time, read-only access to CAD data. *PulsePoint Connect* can be configured to use either a true real-time CAD data warehouse or the live CAD system. Real-time in this case means that *PulsePoint Connect* can reliably access CAD data within 30 seconds from when an event occurred (e.g., Call Received Date/Time).

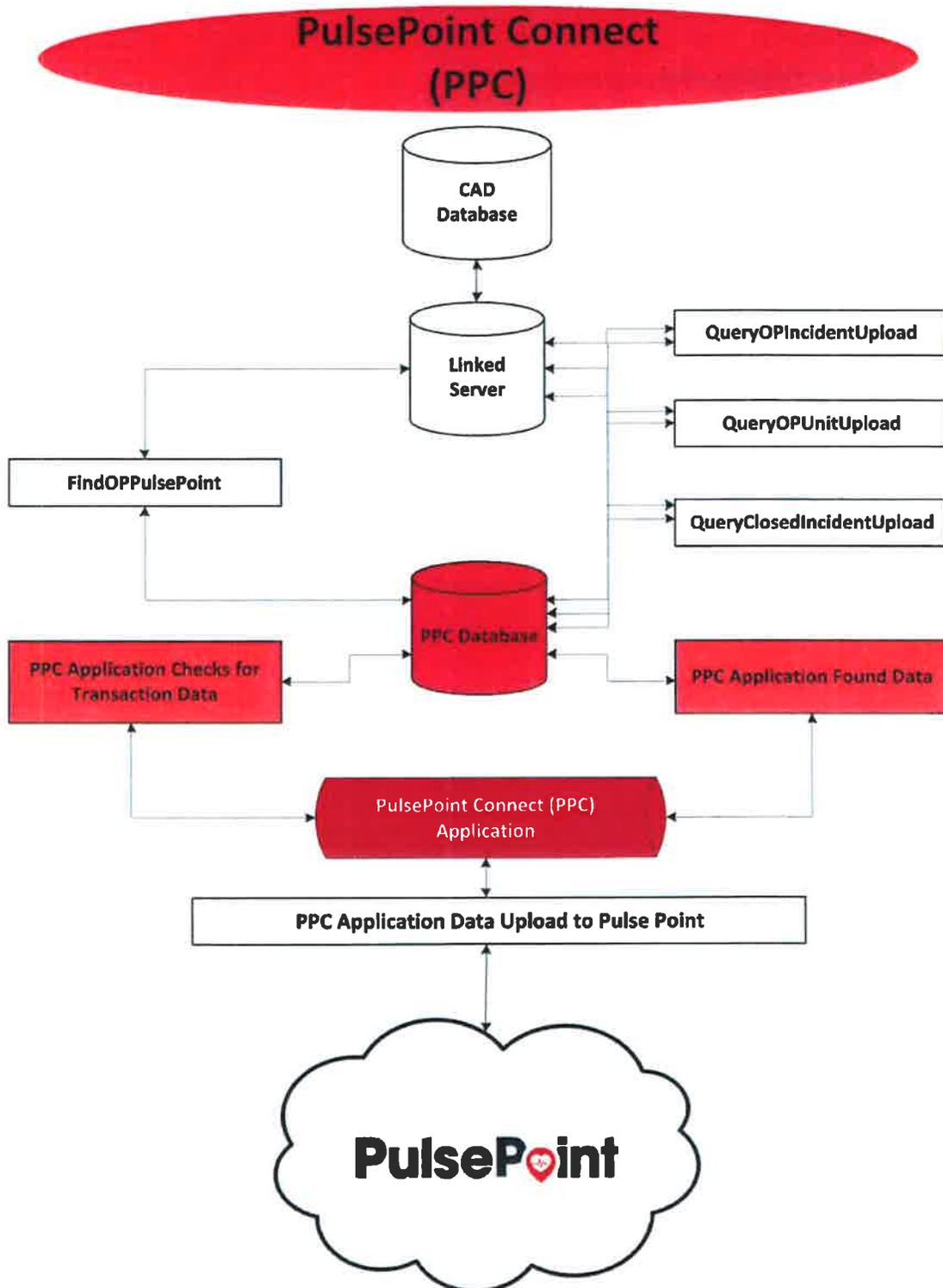
## **CAD Database Linked SQL Server Connection**

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The preferred method of accessing a CAD data-warehouse or database is through the *PulsePoint Connect* linked SQL Server connection. *PulsePoint Connect* linked server uses SQL Server 2012 Express, installed on the *PulsePoint Connect* server, to access a remote CAD data source.

The agency's CAD Database Administrator will need to provide the server name or server IP address, CAD database user ID and password. With these three items, a linked server can be added to an existing local SQL Server installation.

*PulsePoint Connect Infrastructure Drawing*



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## PulsePoint Connect Server Requirements

*PulsePoint Connect* runs on a server that your agency will furnish and maintain. The interface sends outbound only (https) messages to PulsePoint. **This server should be dedicated to running *PulsePoint Connect*, if possible.**

The server requirements are:

- Windows® Server 2008 R2 or Windows Server 2012 R2
- 4 GB of RAM
- 40 GB disk space
  - ◆ *PulsePoint Connect* does not store data, so the disk space requirement remains fixed
- Dual-core CPU at a minimum
- Server can be a VMWare session
- Server needs access to real-time CAD data (read-only)
- Administrator rights on the provided server to install and configure the *PulsePoint Connect* application and service
- Enabled CAD Server data access (read-only) from the *PulsePoint Connect* server
- Microsoft .NET 3.5.1 or higher Framework Feature
  - ◆ This can be found under Server Manager/Features/Add Features/.Net Framework 3.5.1
- Fully patched (Windows Update process run) *PulsePoint Connect* server
- Access to the Internet to communicate with PulsePoint over https

**Note: Complete technical implementation details will be discussed and finalized during a technical call.**

## Incident Data Used by *PulsePoint Connect*

Incident Data	Description
AgencyDeterminantCode	EMD Determinant code (Medical Code)
AgencyIncidentCallSubType	Incident/call subtype acronym
AgencyIncidentCallSubTypeDescription	Incident/call subtype text description
AgencyIncidentCallType	Incident/call type acronym
AgencyIncidentCallTypeDescription	Incident/call type text description
AlarmLevel	Alarm level numerical value
AmbulanceArrivalDateTime	Date/time of Ambulance arrival Incident scene
Battalion	Battalion geographically assigned to Incident location
Building	Building identification numerical value
CallReceivedDateTime	Date/time of Call received
CallSource	Source of call origination acronym
CaseNumber	Additional incident reference numerical value
CityOrLocality	City, town or locality text description
ClosedDateTime	Incident Closed time
CommandName	Assigned Incident name, alphanumeric value
CommonPlaceName	Text description of Incident location, <i>Plaza Hotel Parking Lot</i>
County	County of Incident location text description

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Incident Data (cont.)	Description (cont.)
CrossStreet1	Cross street name and suffix in relation to incident location or CrossStreet2
CrossStreet2	Cross street name and suffix in relation to incident location or CrossStreet1
DispatchDateTime	Date/time of Incident dispatch
Elevation	Height in feet of Incident location, numerical value
EMDDeterminantCompleteDateTime	Date/time EMS determinant code was entered
EMDIncidentNumber	Additional cross-referencing Incident numerical value
EnrouteDateTime	Date/time first Unit was Enroute to Incident
EntryDateTime	Date/time call was created in CAD
EventNumber	Event number, value used to connect Incidents across agencies
FireManagementZone	Geographic reference number
FirstDueStation	Geographic reference number to primary fire station
Floor	Building floor number/descriptor of Incident location
IncidentNumber	Agency Incident Number
Jurisdiction	Incident location Jurisdictional area
Latitude	Numerical North-South geographic coordinate
LocationComment	Textual description of Incident location or directions
Longitude	Numerical East-West geographic coordinate
OnSceneDateTime	Date/time first Unit was onscene at Incident
PatientSideDateTime	Date/time agency personnel arrived at patient
PopulationDensity	Population per unit area definitions; Urban, Rural
PostalCode	Five (5) digit Zip Code number or Country Postal Code
Postdirectional	Compass directional suffix of a Street Name; NW
Predirectional	Compass direction prefix of a Street Name; SW
Priority	Alpha or numeric code referencing Incident severity
StateOrProvince	Incident location State or Province
StreetName	Primary physical street name of Incident location
StreetNumber	Numeric component of physical street address that may contain an alpha character suffix; 2459B
StreetSuffix	Word following street name; <i>Lane, Way, Court</i>
Suite	Suite or Apartment number
TacticalChannel	Assigned radio channel for incident
UnderControlDateTime	Date/time Incident was declared "Under Control"
WorkStationID	Dispatcher workstation identifier

Unit Data Used by *PulsePoint Connect*

Unit Data	Description
AgencyDispatchStatus	Current dispatch status of Unit using agency codes (not normalized)
IncidentNumber	The assigned nine (9) digit NFIRS Incident number
IncidentYear	Call received year
Jurisdiction	Code identifying Incident location Jurisdictional area
ResponsePriority	Response Priority at Dispatch time

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Unit Data (cont.)	Description (cont.)
TransportLocation	Name of destination hospital
TransportMileageEnd	Ending mileage for use when transport ends at receiving facility
TransportMileageStart	Starting mileage for use when transport begins
TransportPriority	User-defined transport priority
UnitAcknowledgeDateTime	Date/time Unit acknowledged dispatch
UnitAvailableDateTime	Date/time Unit became available while remaining on event
UnitClearedDateTime	Date/time Unit was cleared from incident
UnitDispatchDateTime	Date/time Unit was dispatched
UnitDispatchNumber	Unique identification number or key value associated with a dispatched Unit
UnitEnrouteDateTime	Date/time Unit was enroute to incident
UnitID	Radio, dispatch, or "known as" identifier of Unit, such as E31
UnitInQuartersDateTime	Date/time last Unit arrived in quarters
UnitOnSceneDateTime	Date/time Unit was onscene at incident
UnitTransportArrivalDateTime	Date/time unit arrived at hospital
UnitTransportStartDateTime	Date/time unit began transport to hospital
VehicleNumber	Vehicle identification or maintenance number

### Minimum Incident Type Requirements

To offer a consistent user experience agencies must supply no less than the incident types indicated in the *PulsePoint Respond* app Settings page.

### Customer Project Technical Responsibilities

- Send contact list of participating agency personnel.
- Configure and make available a *PulsePoint Connect* server.
- Create an account on the *PulsePoint Connect* server with Administrator privileges and provide the username and password of this account to PulsePoint.
- Identify and make available your Production and Test CAD data warehouse or CAD database. A Test CAD is not a requirement and is only used if requested by your agency.
- Ensure an outbound port 443 connection is allowed from the *PulsePoint Connect* server.
- Provide hostname, port number, username, password and database schema name of your CAD data warehouse or CAD database to PulsePoint.
- Either provide PulsePoint with VPN access to the *PulsePoint Connect* server or designate a technical staff member(s) to assist in establishing GoToAssist (<http://www.gotoassist.com/>) sessions.
- Once in the sandbox testing environment assign a small test team to verify your PulsePoint interface meets its design specifications and other requirements.

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### PulsePoint Interface Team Responsibilities

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- Initial *PulsePoint Connect* install.
- Establish the initial PulsePoint connection to the CAD data warehouse/CAD database.
- PulsePoint analysis of CAD data warehouse/database tables and columns to determine which incident and unit data will be used.
- PulsePoint will collaborate with your agency to determine how incident codes will be translated and used.
- Test incident upload to PulsePoint.
- Tests system and works with agency to resolve any issues.

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### Technical Support

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interface@pulsepoint.org  
(866) 669-0706

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### Additional Terms

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This Statement of Work shall remain in effect for the term of the PulsePoint subscription specified in the quote or order. Subscriptions commence upon implementation or 60 days after order submission in the event implementation is delayed due to Customer's delay. Either party may terminate this agreement with thirty (30) days written notice for a material breach that remains unresolved by the other party.

This Statement of Work and the applicable Quote constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, whether written or oral, of the parties, relating to such subject matter. The parties acknowledge that any terms on a Customer purchase order shall be deemed deleted and of no effect whatsoever.

Name: Harry L. Berry

Signature: \_\_\_\_\_

Title: Harry L. Berry, Hardin County Judge/Executive

Date: October 13, 2015





**Physio-Control, Inc**  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
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To Jamie Armstrong  
 Hardin County EMS  
 170 N Providnet Way  
 ELIZABETHTOWN, KY 42701  
 2707693014  
[llarmstrong@hardin.co](mailto:llarmstrong@hardin.co)

Quote Number 00010016  
 Revision # 1  
 Created Date 9/14/2015  
 Sales Consultant Clark Sewell  
 (615) 403-1828  
 FOB Redmond, WA  
 Terms All quotes subject to credit approval and the following terms and conditions  
 NET Terms NET 30  
 Expiration Date 12/9/2015

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11600-000005	PulsePoint Annual Licensing Fee- Tier 1. 1 year commitment. Serving population size <300,000. Ensures performance, reliability and supports future upgrades.	1.00	8,000.00	0.00	8,000.00	8,000.00
11600-000021	PulsePoint Implementation Fee. Includes data source connection, complete testing and validation. AED registry organization. Technical training. Community launch support and digital materials. All managed by dedicated project manager.	1.00	10,000.00	0.00	10,000.00	10,000.00

Subtotal USD 18,000.00  
 Estimated Tax USD 0.00  
 Estimated Shipping & Handling USD 0.00

Grand Total USD 18,000.00

**Pricing Summary Totals**

List Price Total USD 18,000.00  
 Total Contract Discounts Amount USD 0.00  
 Total Discount USD 0.00  
 Trade In Discounts USD 0.00  
 Tax + S&H USD 0.00

**GRAND TOTAL FOR THIS QUOTE**  
 USD 18,000.00

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

  
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

Harry L. Berry  
NAME

Hardin County Judge/Executive  
TITLE

October 13, 2015  
DATE

BV70727

**Notes:**

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required). To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/serviceplans/TechnicalServiceAgreement.pdf>

**TERMS OF SALE**

**General Terms**

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

**Pricing**

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid tax exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

**Payment**

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc. - 100% of invoice due thirty (30) days after invoice date
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

**Delivery**

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

**Delays**

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or nondelivery.

resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

#### **Inspections and Returns**

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at [http://www.physio-control.com/uploadedFiles/support/ReturnPolicy\\_3308529\\_A.pdf](http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf).

#### **Service Terms**

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or [http://www.physio-control.com/uploadedFiles/products/service\\_plans/TechnicalServiceAgreement.pdf](http://www.physio-control.com/uploadedFiles/products/service_plans/TechnicalServiceAgreement.pdf). All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

#### **Warranty**

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. 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, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

#### **Patent & Indemnity**

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

#### **Miscellaneous**

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.