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### TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:  
End User # 00711305  
CITY OF FORT LAUDERDALE  
FIRE-RESCUE.  
1300 S.W. 1 STREET  
FORT LAUDERDALE, FL 33312

Bill To # 00711203  
CITY OF FORT LAUDERDALE  
100 N ANDREWS AVE 6TH FLR  
CENTRAL ACCOUNTING  
FORT LAUDERDALE, FL 33301

This Technical Service Support Agreement begins on 10/1/2009 and expires on 9/30/2014.

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.

Price of coverage specified on Schedule A is \$210,076.63 per term, payable in Monthly in arrears installments.

#### Special Terms

10% DISCOUNT ON ACCESSORIES

Accepted: Physio-Control, Inc.

By: *Allan Criss*  
President: Allan Criss  
Date: Vice President  
4/27/10

Customer:

By: *[Signature]*  
John P. "Jack" Seiler

Mayor

ATTEST: *[Signature]*  
Jonda K. Joseph, City Clerk

By: *[Signature]*  
George Gretsas  
City Manager

Date:

Approved as to form:  
*[Signature]*  
Sr. Assistant City Attorney

Approved as to Form  
Physio-Control Legal Dept  
By: *[Signature]*  
Date: 4-30-10

STATE OF Washington  
COUNTY OF King

27th day of April, 2010, by Allan Chiss as President for Physio-Control, Inc., a Washington corporation authorized to transact business in the State of Florida.

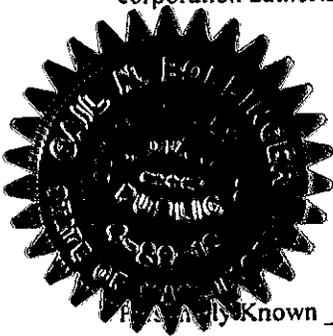
The foregoing instrument was acknowledged before me this 27th day of April, 2010, by Allan Chiss as President for Physio-Control, Inc., a Washington corporation authorized to transact business in the State of Florida.

Vice Pres

Gail N. Bollinger  
(Signature of Notary Public -  
State of Washington)

4-29-12

(Print, Type, or Stamp  
Commissioned Name of Notary  
Public) Gail N. Bollinger



Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Purchase Order Number:

Territory Rep: EAVV57  
Colon, Adalid  
Phone: 8004421142 x2464  
FAX: 800-772-3340

Customer Contact:  
Battalion Chief Timothy C Heiser  
Phone: 954-828-6831  
FAX:

Reference Number: V57-2462      Renewal



**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 Inspection 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 travel costs in accordance with the Customer's Travel Allowance and Subsistence Policy.

**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. 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**, except that Physio-Control agrees to protect and defend at Physio-Control's expense, counsel being subject to the Customer's approval, and indemnify and hold harmless the Customer and the Customer's officers, employees, and agents from and against losses, penalties, damages, settlements, judgments, claims, costs, charges for other expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of the work agreed to or performed by Physio-Control. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**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) 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.
- b) 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.
- c) This Technical Service Support Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by one party against the other party or otherwise arising out of this Technical Service Support Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- d) Physio-Control shall, upon execution of this Agreement, provide to the Customer a certificate of commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Customer's risk manager, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and liability arising out of the indemnification provision. Physio-Control shall, upon execution of this Agreement, provide to the City a certificate of business auto liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Customer's risk manager, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage (or bodily injury: \$250,000 each person, \$500,000 each occurrence, and property damage: \$100,000 each occurrence), including coverage for owned autos and other vehicles, hired autos and other vehicles, heavy equipment, non-owned autos and other vehicles. The commercial general liability and auto liability insurance policies shall name the City of Fort Lauderdale, a Florida municipality, as an additional insured. In addition, Physi-Control shall, upon execution of this Agreement, provide to the City a certificate of worker's compensation insurance, including employer's liability, with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's risk manager, with limits not less than \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws. Physio-Control shall provide to the Customer at least thirty (30) days' written notice by registered or certified mail, return receipt requested, addressed to the Customer's risk manager, prior to cancellation or modification of any required insurance.

.....END.....

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

**Contract Number:**

**Servicing Rep:** Colon, Adalid, EAVV57  
**District:** GULF COAST  
**Phone:** 8004421142 x2464  
**FAX:** 800-772-3340

**Equipment Location:** CITY OF FORT LAUDERDALE, 00711305  
 FIRE-RESCUE  
 1300 S.W. 1 STREET  
 FORT LAUDERDALE, FL 33312

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

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-005013	32371181	73	8/5/2010	9/30/2014	5
LIFEPAK® 12	VLP12-02-005013	32371182	74	8/5/2010	9/30/2014	5
LIFEPAK® 12	VLP12-02-005013	32371183	75	8/5/2010	9/30/2014	5
LIFEPAK® 12	VLP12-02-005013	32371184	76	8/5/2010	9/30/2014	5
LIFEPAK® 12	VLP12-02-005013	32371185	77	8/5/2010	9/30/2014	5
LIFEPAK® 12	VLP12-02-005013	32371186	78	8/5/2010	9/30/2014	5

**Scope Of Service** Renewal POS On Site Repair - 1 On Site Inspection per Year

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-002936	31019913	37	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31019915	38	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31019916	39	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31019917	40	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31019923	41	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023587	42	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023589	43	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023590	44	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023592	45	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023595	46	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023596	47	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023597	48	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023598	49	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023599	50	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023600	51	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023601	52	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023602	53	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023603	54	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023604	55	10/1/2009	9/30/2014	5

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LIFEPAK® 12	VLP12-02-002936	31023605	56	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023606	57	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023608	58	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023609	59	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31023610	60	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31029263	61	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31029264	62	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31029265	63	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31029266	64	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31029267	65	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31030924	66	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31030925	67	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31030926	68	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31030927	69	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31030928	70	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31030929	71	10/1/2009	9/30/2014	5
LIFEPAK® 12	VLP12-02-002936	31033516	72	10/1/2009	9/30/2014	5

## Scope Of Service

Renewal POS On Site Repair Only:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31004242	1	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31010013	2	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31010015	3	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31010017	4	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31010018	5	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31010019	6	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31010020	7	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31010021	8	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31010027	9	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31012918	10	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31024044	11	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31012930	12	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31012934	13	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31012935	14	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31017548	15	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31017560	16	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31017564	17	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31017566	18	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31017567	19	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31017568	20	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31017579	21	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31017582	22	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31017585	23	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31017586	24	10/1/2009	9/30/2014	0

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BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31017587	25	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31023040	26	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31023041	27	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31024022	28	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31024023	29	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31024026	30	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31024028	31	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31024030	32	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31024031	33	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31024035	34	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31024036	35	10/1/2009	9/30/2014	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31024674	36	10/1/2009	9/30/2014	0

\*\* 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	LP12/15/20 CASE CHG 21+	25	10/1/2009	9/30/2014

\*\* 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® 12 (LP 12) Defibrillator/Monitor Includes:

Standard detachable hard paddle repairs

LP12 upgrade installed by Physio-Control Technical Services Representative at a rate of 17% less than the then current field-installed list price

When listed in Equipment Inventory, Schedule A, LP 12 Defibrillator/Monitor Includes:

AC Power Adapter  
 DC Power Adapter

LP 12 Defibrillator/Monitor Excludes:

Internal, sterilizable and pediatric paddles  
 SpO2 sensors and cables  
 Communication cables  
 Therapy cables  
 Patient cables  
 PCMCIA modems  
 Case changes

Discounts will not be combined with other special terms, discounts, and/or promotions.

Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, and LIFEPAK NiCd Battery

Battery maintenance, performance testing, evaluation, removal, recycling, and replacement are the responsibility of the Customer, and should be performed in accordance with the LP 12 Series Operating Instructions section entitled Discarding/Recycling Batteries.

Batteries replacement is available on a one-for-one basis, up to the number of devices listed in Equipment Inventory, Schedule A, upon the earlier of either (i) reported battery failure as determined by Customer's performance testing and evaluation in accordance with the LP 12 Operating Instructions section entitled Discarding/Recycling Batteries, or (ii) upon completion of the second year of use. Replacement Battery Pak shall be like for like, i.e. FASTPAK for FASTPAK, FASTPAK 2 for FASTPAK 2, etc. During the Term of this Agreement replacement shall occur no more than four times per two year period, notwithstanding prior Support Plans.

Battery replacement is dependent upon Customer's notice to Physio-Control of the existence of either of the conditions referenced in (i) and (ii) above. At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of replacement battery, the affected battery referenced above shall become the property of Physio-Control, and must be returned to Physio-Control for proper disposal. In the event that Physio-Control does not receive the affected battery referenced above, Customer will be charged at the then current rate for the replacement battery.

Only batteries manufactured by Physio-Control are covered under this Service Agreement. Batteries not manufactured by Physio-Control are expressly excluded from coverage under this Service Agreement. Physio-Control does not guarantee the operation, safety, and/or performance of our product when operating with a battery not manufactured by Physio-Control. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a battery manufactured by Physio-Control. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a battery not manufactured by Physio-Control, will be billed at Physio-Control's then current standard list prices for parts and labor, including travel costs in accordance with the Customer's Travel Allowance and Subsistence Policy.

LIFEPAK 12 Software Updates

If combined Repair and Inspection services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 12 software updates at no additional cost, provided it is installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at the rate of \$205.00 per unit per software update. The cost of such software update will be billed in a separate invoice. Dependent upon availability of Customer software loading tool, and at Customer's request, Technical Services Representative shall provide Customer

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

access to software loading tool at no additional charge.

If Repair-Only services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install a LP 12 software update at the rate of \$205.00 per unit per software update. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then current list price. The cost of such software update will be billed in a separate invoice. Dependent upon availability of Customer software loading tool, and at Customer's request, Technical Services Representative shall provide Customer access to software loading tool at no additional charge.

Physio-Control will replace the internal coin cell battery according to the number of such batteries listed in the Additional Items section of Schedule A. It is the Customer's responsibility to request such coin cell battery replacement, gather in a single location the devices that will receive such battery replacement, and to provide to the Physio-Control Technical Services Representative access to those devices. Coin cell battery replacement will take place during the Term of this Agreement, according to the number of coin cell batteries listed in the Additional Items section of Schedule A.