



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
 fax 800.732.0956

To Charles Dillard
 WISE CTY EMS
 1101 W ROSE AVE
 DECATUR, TX 76234
 (940) 393-9789
crdillard@ems.co.wise.tx.us

Quote Number 00052083
 Revision # Renewal
 Created Date 9/7/2016
 Sales Consultant MichaelGlass
 903-654-1202
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30

Renewal of PB16T188

Plan Coverage: 10/01/2016-9/30/2017
 Payable in ANNUAL Installments
 15% discount on accessories and electrodes
 Fax: 800-772-3340
 Territory Code: WECC58

Expiration Date 9/30/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
50999-000118	Zone2: (26 to 50Mi) or (41 to 81Km)	1.00	79.00	0.00	79.00	79.00
LP15-OSPMSIRP-1-POS	LIFEPAK 15 Service - 1 YEAR. On-site Preventative Maintenance; Ship in Repair Plus.	9.00	1,480.00	-148.00	1,332.00	11,988.00
LUCAS-OSPMSIRP-1	LUCAS Service - 1 YEAR. On-site Preventative Maintenance; Ship in Repair Plus.	7.00	1,400.00	0.00	1,400.00	9,800.00

Subtotal USD 21,867.00
 Estimated Tax USD 0.00
 Estimated Shipping & Handling USD 0.00

Grand Total USD 21,867.00

Pricing Summary Totals
 List Price Total USD 23,199.00
 Total Contract Discounts Amount USD -1,332.00
 Total Discount USD 0.00

Quote Number: 00052083

Jennifer Stawski
Jennifer Stawski, Contract Coordinator

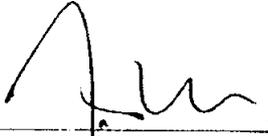
Trade In Discounts
Tax + S&H

USD 0.00
USD 0.00

9-30-16

GRAND TOTAL FOR THIS QUOTE
USD 21,867.00

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 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)
NAME JD Clark
TITLE County Judge
DATE 9-26-16

Reference Number JS/00585501/109003

General Terms for All Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.
Pricing. 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. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery.
Discounts may not be combined with other special terms, discounts, and/or promotions.
Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.
Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.
Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.
Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
Delays. Physio 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 an event 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's inability to obtain goods from its usual sources.
Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/warranties>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio 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 BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.
Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.
Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.
Regulatory Requirement for Access to Information. In the event 42 USC § 1395i(X)(1)(ii) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.
No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.
Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. 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.

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Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.
Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").
Unavailability of Covered Equipment. If Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.
Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.
Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.
Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.
Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for its portion of the designated price which corresponds to the portion of the Service Plan subscription after the last anniversary date of the subscription start date.
No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



PO Waiver for U.S. and Canada

Valued Customer,

To ensure payment will be received for goods and services purchased, Physio-Control's policy requires a hard copy Purchase Order be submitted for any value \$5,000 or greater.

In the event your company does not utilize a purchase order system, this letter confirms that you acknowledge and agree that payment will be made, in full, for the total value of the service, based on Physio-Control's standard terms and conditions located on the quote provided by Physio-Control.

Sincerely,

Physio-Control

Please check one of the two boxes below, fill in the required information and email back to us at the appropriate email address.

- Work Orders, email: rs.seafielddserviceparts@physio-control.com
- Service Plan, email: rs.seaservicecontracts@physio-control.com

00052083

Physio-Control reference number

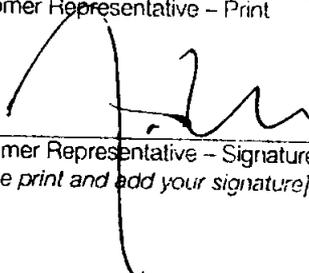
WISE CTY EMS

Company Name

JD Clark
Customer Representative - Print

Date

9-26-16


Customer Representative - Signature
(Please print and add your signature)

Physio-Control Headquarters
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada
Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 695 5896
Fax 866 430 6115



Limited Warranty

US/Canada

Subject to the limitations and exclusions set forth below, the following Physio-Control products which are purchased from authorized Physio-Control representatives or authorized resellers for use in the United States of America and Canada and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight Years:

- New LIFEPAK CR[®] Plus automated external defibrillator and internal battery system
-

Five Years:

- New LIFEPAK[®] 15 monitor/defibrillator series, used in clinic and hospital settings exclusively (with no use in mobile applications)
 - New LIFEPAK 12 defibrillator/monitor, used in clinic and hospital settings exclusively (with no use in mobile applications)
 - New LIFEPAK 20 defibrillator/monitor family of products, used in clinics and hospital settings exclusively (with no use in mobile applications)
 - New LIFEPAK 1000 defibrillators
 - New LIFEPAK EXPRESS[®] automated external defibrillator and internal battery system
-

Two Years:

- CodeManagement Module[™] for use with the LIFEPAK 20/20e defibrillator/monitor
 - New Trainer 1000 trainer
-

One Year:

- New LIFEPAK 15 monitor/defibrillator series, which includes use in out-of-hospital and mobile applications
 - New LIFEPAK 12 defibrillator/monitor series, which includes use in out-of-hospital and mobile applications
 - RELI[™] LIFEPAK 12 defibrillator/monitor series
 - New LUCAS[®] Chest Compression System
 - New LIFEPAK 500T trainer
 - New LIFEPAK CR-T trainer
 - Internal Battery System for LIFEPAK 20 defibrillator/monitor family of products
 - Battery charging systems and power adapters
 - All batteries and battery paks, excluding CHARGE-PAK[™] Charging Unit
 - Masimo SET[®] Rainbow[®] patient cables and reusable sensors
 - New TrueCPR[™] Coaching Device
-

180 Days:

- Masimo[®] SET SpO₂ only patient cables and reusable sensors
-

90 Days:

- CHARGE-PAK Charging Unit (external system) for LIFEPAK CR Plus defibrillator
 - Installed customer repair parts
 - All other product accessories
-

30 Days:

- Internal paddles and internal paddle handles

(continued on back)

Limited warranty time limits begin on the date of delivery to the First Owner.¹

Physio-Control warrants neither error-free nor interruption-free performance. The sole and exclusive remedy of the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Physio-Control. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Physio-Control factory in any way which, in the judgment of Physio-Control, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting. The product must not have been subjected to misuse, abuse or accident.

Physio-Control, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Physio-Control at the purchaser's facility or an authorized Physio-Control facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Physio-Control, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

Except for the Limited Warranty provided above, **PHYSIO-CONTROL MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. PHYSIO-CONTROL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.**

ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF PHYSIO-CONTROL PRODUCTS SHALL BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THE CAUSE OF ACTION, OR BE BARRED FOREVER. IN NO EVENT SHALL PHYSIO-CONTROL'S LIABILITY UNDER THIS WARRANTY OR OTHERWISE EXCEED THE GREATER OF \$50,000 OR THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CAUSE OF ACTION.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

¹ First Owner means the first purchaser or lessee of the products listed above, directly from Physio-Control, through a Physio-Control corporate affiliate, or from an authorized Physio-Control reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

Physio-Control will pass through warranties offered by Third Party Manufacturers.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.895.5896 (Canada) or visit our website at www.physio-control.com



Physio-Control Headquarters
11811 Wilkows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada
Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 895 5896
Fax 866 430 6115

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-113070

Date Filed:
09/16/2016

Date Acknowledged:

9-26-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Physio-Control, Inc.
Redmond, WA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County EMS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

PB16T188

Contract renewal for defibrillator maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Brent Van Fossen - Strategic Pricing Analyst
Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said Brent Van Fossen, this the 16th day of September 2016, to certify which, witness my hand and seal of office.

Rebecca M. Joseph
Signature of officer administering oath

Rebecca M. Joseph
Printed name of officer administering oath

Notary Public
Title of officer administering oath