

TECHNICAL SERVICE SUPPORT AGREEMENT

**PHYSIO
CONTROL**

CUSTOMER COPY

Contract Number:

End User # 00215706
CITY OF REDLANDS
1270 W PARK AVENUE
REDLANDS, CA 92373

Bill To # 00215706
CITY OF REDLANDS
1270 W PARK AVENUE
REDLANDS, CA 92373

This Technical Service Support Agreement begins on 7/1/2009 and expires on 6/30/2010.

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 \$9,665.00 per term, payable in Quarterly installments.

Special Terms

10% DISCOUNT ON ACCESSORIES
5% DISCOUNT ON ALL ELECTRODES
17% DISCOUNT ON LP12 UPGRADES

Accepted: Physio-Control, Inc.

By: *[Signature]*

Title: *TECHNICAL SERVICES*

Date: *4/6/09*

Customer: City of Redlands

By: *[Signature]*

Print: Jon Harrison

Title: Mayor

Date: May 5, 2009

Purchase Order Number:

ATTEST:

[Signature]

Lorrie Poyzer

City Clerk

Territory Rep: WENN71
Huber, David
Phone: 800-442-1142 x2503
FAX: 800-772-3340

Customer Contact:
Scott MacDonald
Phone: (909) 798-7600
FAX: (909) 798-7602

Reference Number: N71-1561
Printed: 4/6/2009

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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: Huber, David, WENN71

District: WEST

Phone: 800-442-1142 x2503

FAX: 800-772-3340

Equipment Location: CITY OF REDLANDS, 00215706
 1270 W PARK AVENUE
 REDLANDS, CA 92373

Scope Of Service AED 1 On Site Inspection per Year with 1 Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-001344	33089265	11	7/1/2009	6/30/2010	1
LIFEPAK® 500	3011790-001344	33089260	14	7/1/2009	6/30/2010	1
LIFEPAK® 500	3011790-001344	33089261	15	7/1/2009	6/30/2010	1
LIFEPAK® 500	3011790-001344	33089262	19	7/1/2009	6/30/2010	1

Scope Of Service On Site Inspection Only - 2 Inspections per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 10	804200-14	003052	1	7/1/2009	6/30/2010	2
LIFEPAK® 10	804200-28	018379	2	7/1/2009	6/30/2010	2
LIFEPAK® 10	804200-28	032503	3	7/1/2009	6/30/2010	2

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
LIFEPAK® 12	VLP12-02-000055	11188912	6	7/1/2009	6/30/2010	1
LIFEPAK® 12	VLP12-02-000508	11990925	7	7/1/2009	6/30/2010	1
LIFEPAK® 12	VLP12-02-001460	12773776	9	7/1/2009	6/30/2010	1
LIFEPAK® 12	VLP12-02-005985	33520129	17	7/1/2009	6/30/2010	1
LIFEPAK® 12	VLP12-02-002985	31658281	12	7/1/2009	6/30/2010	1

Scope Of Service 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	32462698	13	7/1/2009	6/30/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	9246868	16	7/1/2009	6/30/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	33535253	18	7/1/2009	6/30/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11145690	4	7/1/2009	6/30/2010	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	11145691	5	7/1/2009	6/30/2010	0

Reference Number: N71-1561

Printed: 4/6/2009

Renewal

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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	UVLP12-02-001553	12779144	10	7/1/2009	6/30/2010	1
LIFEPAK® 12	UVLP12-02-001456	12720915	8	7/1/2009	6/30/2010	1

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

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

INSPECTION ONLY SERVICES

- If the customer requests that repairs be made as determined necessary by the Physio-Control Service Representative after completion of the inspection, such repairs will be made at Physio-Control's then current labor rate less 10%. Parts required for such repairs will be made available at 15% less than the then current list price for such parts.
- 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, FASTPAK2 for FASTPAK2, LIFEPAK SLA for LIFEPAK SLA, or LIFEPAK NiCd for LIFEPAK NiCd, up to the maximum amount of Physio-Control Battery Paks as is specified on Schedule A, every two years (including prior Support Plan periods). 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.
- Inspections are performed Monday thru Friday 8am to 5pm (excluding holidays)

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 actual travel costs incurred.

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 he [discounted] 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 access to software loading tool at no additional charge.

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

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 discounted 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.

LIFEPAK® 500 AED INSPECTION-ONLY WITH BATTERY OPTION

- This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Physio-Control at its then current labor rate less 10%. Parts required for such repairs will be at 15% less than the then current list price for the parts.
- 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 in the case of sealed lead acid batteries and 3 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Paks every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 3 years (including prior Support Plan periods) per LIFEPAK® 500 automatic advisory defibrillator (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.
- Inspections are performed Monday thru Friday 8am to 5pm (excluding holidays).