EMSYSTEMS ® USE AGREEMENT

THIS EMSYSTEMS USE AGREEMENT (the "Agreement") is entered into and effective as of July 1, 2018 (the "Effective Date"), between the **County of El Dorado, Health and Human Services Agency** ("EDC" or "Client"), the **Amador County Public Health** ("ACPH" or "Client") (collectively, the "Clients"), and EMSYSTEMS LLC, a Delaware Limited Liability Company located at 235 Peachtree Street, Suite 2300, Atlanta GA 30303 ("EMSLLC"). EMSLLC, EDC and ACPH may each be referred to as a "Party" and collectively the "Parties".

The following Schedules are attached hereto and incorporated herein by this reference:

1. Schedule 1 – Definitions
2. Schedule 2.A – EDC Fees and Payment Schedule
3. Schedule 2.B – ACPH Fees and Payment Schedule

RECITALS

A. EMSLLC is a provider of managed resource management, mass communication, patient tracking, and credentialing solutions that enhance emergency preparedness and response to medical emergencies, mass casualty events and public health incidents.

B. EMSLLC desires to provide to the Clients and their respective Authorized Users, and Clients desire, on behalf of each and their Authorized Users, to obtain from EMSLLC, remote access to EMSLLC's web-based EMResource software for hospital bed availability management and healthcare infrastructure capability solutions in accordance with the terms and conditions of this Agreement.

AGREEMENTS

In consideration of the Recitals and agreements that follow, the Parties agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings set forth in Schedule 1.

2. System Access and Services.

(a) System Access. Subject to the terms and conditions of this Agreement and each Client's timely payment of all Fees due hereunder, EMSLLC hereby grants to each Client a limited, non-exclusive, non-transferable right to Use the System, as defined in Schedule 1 – "Definitions," without any right to sublicense, and to permit Authorized Users to Use the System, during the Term.

(b) User Equipment. Each Client shall obtain, operate, support and maintain all User Equipment, at its sole expense.

(c) Services. EMSLLC will provide Clients with access to and use of the System, and will perform any Implementation Services and Training Services as may be set forth on Schedule 2. EMSLLC shall perform such other services and provide such other modules as the Parties may mutually agree in writing by executing a revised or amended Schedule 2 specifying the services, modules and all applicable Fees.

(d) Authorized Users. Clients may permit their respective Authorized Users to Use the System only to the extent necessary to coordinate emergency services and health information in the Region. Clients shall at all times be responsible for their respective Authorized Users' compliance with this Agreement, and any breach by an Authorized User of any provision of this Agreement shall be deemed to be a breach by the Client whose Authorized User caused the breach. Without limiting any other right or remedy available to EMSLLC, EMSLLC shall have the right at any time, with or without prior notice, to suspend or terminate access to the System by any Authorized User that violates any provision of this Agreement.

(e) Internet Access. Clients shall be responsible for providing their respective Internet access necessary to access and Use the System, and in no event shall Clients be provided with direct access (by modem or otherwise) to the System server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, EMSLLC makes no guarantee that any given user will be able to access the System at any given time. There are no assurances that access will be available at all times and uninterrupted, and EMSLLC shall not be liable to either Client for its inability to access the System

3. RESERVED.

4. Fees; Payments.

(a) Fees. As consideration for Use of the System and the services provided by EMSLLC under this Agreement, each Client shall pay to EMSLLC the respective Fees as identified per Client on the Schedule 2.A and Schedule 2.B attached hereto (collectively, referred to as "Schedule 2"). EMSLLC shall provide an invoice to each Client for the respective Fees incurred by that Client as set forth on the respective Schedule 2. Each Client shall pay its respective invoice(s) within 30 days of the date of such invoice.

(b) Adjustment. After the Initial Term, EMSLLC may increase the amount of any Fees, up to a maximum increase of up to 2% each Renewal Term of the Fees in the previous 12-month period, upon no less than 90 days' prior written notice (via email being sufficient, with the increase being set forth on a quote or an invoice applicable to any Renewal Term) to each Client, as applicable.

(c) Expenses. Each Client will pay or reimburse EMSLLC for reasonable out-of-pocket costs and expenses (including, without limitation, travel and lodging expenses) incurred by EMSLLC and approved in advance by that Client.

(d) Taxes. Each Client shall pay all federal, state, local or other taxes or assessments (exclusive of any taxes based on the net income of EMSLLC) levied or assessed in connection with the transactions contemplated by this Agreement.

(e) Remittance. Please remit all payments ACH to EMSystems, LLC, or send to:

> 235   Peachtree   Street   NE
> Suite   2300
> Atlanta, GA 30303

(f) Overdue Payments. If a Client fails to pay to EMSLLC any Fees as and when such Fees are due: (i) EMSLLC may suspend all Use of the System and the performance of any other services which EMSLLC is then performing for that Client; and (ii) EMSLLC may terminate this Agreement with that Client as set forth in Section 8. Client shall also reimburse EMSLLC for all costs and expenses incurred by EMSLLC, including, without limitation, reasonable attorney's fees, in collecting any amounts due EMSLLC.

5. Each Client's Responsibilities.

(a) Generally. During the Term, each Client shall:

(i) obtain and maintain its respective User Equipment;

(ii) require its respective Authorized Users to use a password to access the System that is at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number;

(iii) ensure the security and proper use of each Client's respective user login names and passwords, including by changing passwords on a regular basis, and otherwise comply with all security measures required by EMSLLC;

(iv) designate a single Contact Person for each Client to work with EMSLLC to implement and maintain its Use of the System;

(v) providing security software, including without limitation, firewalls and similar applications, to prevent the introduction of known viruses or unauthorized access to its respective computer systems, including malware prevention software "User Equipment"; and

(vi) comply with, and ensure that each Client's Authorized Users comply with, the terms and conditions of this Agreement.

(b) Notification. A Client will immediately (and in no greater than twenty four (24) hours from that Client's knowledge of the following) notify EMSLLC and use best efforts to cease any further occurrence of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of EMSLLC related to the System that is known or suspected by that Client or its Authorized Users; (iii) any use of false identity information to gain access to or use the System or (iv) any loss or theft of a hardware device on which an Authorized User has access to the System (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), that Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the

"HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed services via its Use of the System.

(c) Rights Upon Notification. Upon EMSLLC's receipt of notification given by a Client of a Security Breach Event, EMSLLC shall have the right to immediately, without notice to that Client, suspend that Client's access to the System until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the System, (ii) any other intellectual property rights of EMSLLC or its affiliates or (iii) the personal data or Protected Health Information gathered by that Client in its Use of the System. To the extent that a Security Breach Event requires a Client to provide HIPAA Notifications, any such notifications shall not include a reference to EMSLLC unless such a reference is specifically required by HIPAA or other applicable law. Further, if a Client intends to reference EMSLLC in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, that Client shall provide EMSLLC written notice of its intent to do so no later than ten (10) days prior to that Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to that Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

6. Client Data.

(a) General. As between the Parties, each Client shall be solely responsible for the procurement, provisioning, processing and updating of all Client's respective Data, and for the content, accuracy and completeness of all Client's respective Data. Each Client represents and warrants that neither Client's respective Data nor the possession or use thereof by or on behalf of either Client (including its storage, transmission and/or processing by the System in accordance with the Documentation) will violate any Law or the rights of any person or entity (including, without limitation, those applicable to privacy or personally identifiable information). Each Client will indemnify and hold EMSLLC and its affiliates, directors, officers, employees and agents (including successors and assigns) harmless against any claim, suit, proceeding or other action arising out of or relating to any breach or alleged breach of any of Client's respective representations, warranties or covenants hereunder pertaining to each Client's respective Data or otherwise resulting from each Client's use of the System to store, transmit and/or process Client's respective Data.

(b) Ownership of Client's Respective Data. As between EMSLLC and each Client, all Client's respective Data is and shall remain the property of that Client. EMSLLC shall not, without that Client's written consent, use or disclose Client Data other than in the performance of its obligations under this Agreement or as may be required by applicable Law.

(c) Return of Client Data. Following the expiration or termination of this Agreement for any reason, upon Client's written request made within 30 days following such expiration or termination, EMSLLC shall provide that Client with a copy of that Client's Data in electronic form and destroy all other copies of that Client's Data within the System (except for any archive copies retained on backup media and which shall not be used or disclosed by EMSLLC except as may be required by applicable Law).

(c) Safeguarding Client Data in the System. The System includes certain security features intended to prevent unauthorized access to Client Data, as described in the Documentation. [Such features may include, to the extent specified in the Documentation, software or devices which (i) require each Client's Authorized Users' end users to enter user identification codes and passwords prior to gaining access to the System, (ii) track the addition and deletion of each Client's Authorized Users' end users and (iii) control access by each Client's end user to areas and features of the System as designated by the respective Client's applicable Authorized User.]

(d) Recovery of Client Data. If any Client Data is lost or damaged due to the acts or omissions of EMSLLC while resident in the System, EMSLLC shall use commercially reasonable efforts to assist the affected Client in its efforts to recover such data.

7. Confidential Information.

(a) General Requirements and Exclusions. Each Client shall not disclose EMSLLC Confidential Information without the prior written consent of EMSLLC except (i) to accountants, banks, financing sources, lawyers and related professionals bound by confidentiality provisions at least as restrictive as those contained herein, and (ii) in connection with the enforcement of this Agreement and shall maintain the confidentiality of such information in accordance with Law. Each Client hereby grants to EMSLLC permission to reproduce and make reference to that Client's and that Client's Authorized User's name and trademark on EMSLLC's website and in any promotional

materials or proposals. EMSLLC may also disclose generic descriptions of the kinds of services provided to each Client.

(b) Obligations. Each Client shall use, and shall ensure that each Client's respective Authorized User uses, its best efforts to prevent disclosing the EMSLLC Confidential Information to third parties; provided, however, that each Client may disclose such information to its respective employees and authorized agents who have a need to know such information and who have agreed to the obligations to preserve the confidentiality of such information as set forth in this Agreement. Each Client shall be responsible for any breach by each Client's Authorized User, employee or agent of any such confidentiality obligations. If requested by a court of law, Client may disclose EMSLLC Confidential Information pursuant to such request, provided it gives EMSLLC prompt notice of such request and reasonable assistance in avoiding or limiting the disclosure. Following the termination of this Agreement, each Client shall, and shall ensure that each Client's respective Authorized User shall, promptly return to EMSLLC all tangible embodiments of EMSLLC Confidential Information.

(c) HIPAA Business Associate Exhibit/Changes In HIPAA. If required under applicable Law based on the Modules provided by EMSLLC hereunder, each party agrees to the obligations set forth in the BA Agreement. Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to EMSLLC's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then EMSLLC and each Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect. Notwithstanding the foregoing, the Clients each and collectively understand and agree that the EMSLLC EMResource Software product being licensed to the Clients pursuant to Schedule 2 is not HIPAA (Health Insurance Portability and Accountability Act of 1996) "capable" or "compliant" and the Clients shall not the Software and System licensed hereunder to store or transmit any "protected health information" as that term is defined in HIPPA.

8. Restricted Activities. During the Term and for a period of three years following the expiration or termination of this Agreement, each Client shall not employ or hire any employee or former employee of EMSLLC who, pursuant to this Agreement, has had any contact with employees or representatives of either Client or has worked on either Client's accounts, without the prior written consent of EMSLLC.

9. Limited Use of the System.

(a) Client Rights to Use. Each Client shall not, and shall ensure that each Client's respective Authorized User shall not:

(i) use the System for a service bureau application or for commercial software hosting services without EMSLLC's prior written consent;

(ii) use the System other than as necessary for that Client's or such Client's respective Authorized User's coordination of medical services within the Territory or publishing of health information with respect to the Territory;

(iii) modify, adapt, translate or create derivative works based on any part of the System;

(iv) commercially exploit, market, license or distribute access to or use of the System, or otherwise permit anyone other than the Client's respective Authorized Users to access or use the System;

(v) challenge EMSLLC's Rights in the System;

(vi) assist or cooperate with any third party in challenging EMSLLC's Rights to the System; or

(vii) remove any copyright, trademark or other notices that appear on or in the System.

(b) EMSLLC Ownership Rights. EMSLLC shall retain all Rights in the System and neither Client nor either Client's respective Authorized User shall have or obtain any such Rights.

(c) System Updates. EMSLLC may enhance or modify the System in its sole discretion. EMSLLC will provide notice to each Client prior to implementation of enhancements or modifications of the System that materially diminish the functionality of the System. Each Client acknowledges and agrees that EMSLLC retains all Rights in any modifications to the System, including but not limited to modifications resulting from requests for changes

made by either Client or either Client's respective Authorized User or at the request of a Client or any Client's respective Authorized User.

(d) System Maintenance. Each Client acknowledges that access to the System be limited or unavailable from time to time due to maintenance or repair.

(e) Third Party Software. The System may incorporate software under a license to EMSLLC or its affiliates from a third party ("Third Party Software"). If the licensor of any Third Party Software requires Client's agreement to the terms and conditions of such use through an End User License Agreement ("EULA"), EMSLLC will provide such EULA to Client. In order to use the System, Client agrees to be bound by all EULA(s) provided during the Term whether by hardcopy or displayed upon installation or use of the System. Client's respective use of the System subsequent to such notice(s) shall constitute that Client's acceptance of the EULA(s). That Client shall not use any Third Party Software embedded in, or provided in connection with the System on a stand-alone basis or in any way other than as embedded in, provided in connection with, or for use with the System and the applicable EULA.

(f) Audit Rights. From time to time and upon reasonable prior written notice, EMSLLC may audit Client's use of the System to ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of that Client. The Client being audited will identify and cooperate with EMSLLC (or its representatives) to provide EMSLLC (or its representatives) with reasonable access to all relevant equipment, personnel and records.

10. Term and Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless terminated as set forth in this section 10, shall (i) continue for an initial period ending 24 months following the Commencement Date [or, if applicable, the date of Acceptance] (the "Initial Term") and (ii) automatically renew on each anniversary of the Commencement Date for additional successive one-year terms (each a "Renewal Term" and, with the Initial Term, referred to as the "Term").

(b) Termination Without Cause. Following the Initial Term, any party may terminate this Agreement upon written notice to the other parties provided at least 120 days prior to the end of the Initial Term or any Renewal Term.

(c) Termination for Cause by EMSLLC. EMSLLC may terminate this Agreement upon the occurrence of any of the following events:

(i) If a Client fails to pay any amount due to EMSLLC and attributable to that Client under this Agreement, within five days after written notice of the nonpayment is given by EMSLLC to that Client; or

(ii) If a Client breaches any other provision of this Agreement and fails to remedy such breach within 30 days of receipt by that Client of written notice from EMSLLC of such breach.

(d) Termination for Bankruptcy. Any Party may terminate this Agreement immediately upon the occurrence of a Bankruptcy Event involving the other Parties by providing written notice to the other Parties.

(e) Effect of Termination. Upon expiration or termination of this Agreement for any reason: (i) each Client will pay EMSLLC all Fees accrued through the date of termination for each respective client; (ii) EMSLLC shall have no further obligation to either Client under this Agreement or otherwise; and (iii) all Use of and access to the System by either Client and that Client's respective Authorized Users shall immediately terminate.

11. Warranty, Limitations.

(a) Warranty. EMSLLC warrants that it will use reasonable care in performing any services to be provided by EMSLLC under this Agreement.

(b) "As is, where is". Except as provided in section 11(a), the System and related services are being provided "as is, where is" and each Client bears complete and sole liability for that Client's use of and reliance on the System, even if such use or reliance were to produce incorrect information or erroneous result.

(c) Disclaimer of Warranties. EXCEPT FOR THE WARRANTY PROVIDED IN SECTION 11(A), EMSLLC HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, NON-INFRINGEMENT, CAPACITY AND PERFORMANCE.

(d) Limitation of Liability.

1. No Liability for Consequential and Other Damages. IN NO EVENT SHALL EMSLLC BE LIABLE TO EITHER CLIENT FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA, EVEN IF EMSLLC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. Maximum Liability. IN NO EVENT SHALL EMSLLC's MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY EACH CLIENT TO EMSLLC (LESS ANY REFUNDS OR CREDITS TO THE RESPECTIVE CLIENT) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM FIRST AROSE.

3. Applicability. THE LIMITATIONS SET FORTH IN THIS SECTION11(e) WILL APPLY TO ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY.

4. Basis of the Bargain; Failure of Essential Purpose. Each Client acknowledges that EMSLLC has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers of warranties and damages specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

12. General.

(a) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (and shall be deemed to have been duly given upon receipt) in person, by facsimile or sent by registered mail, charges prepaid, to the address set forth below or such address as each Party may provide in writing to the other Parties.

EMSYSTEMS LLC,
235 Peachtree Street, Suite 2300
Atlanta GA 30303
Attn: President and CEO

With copy to: Legal Department

County of El Dorado
330 Fair Lane
Placerville, CA 95667
Attn: Procurement and Contracts

Amador County Public Health
10877 Conductor Blvd., Suite #400
Sutter Creek, CA 95685
Attn: Debbie Staniford

(b) Relationship of the Parties. The relationship established between the Parties by this Agreement shall be solely that of vendor and vendee. Under no circumstances shall the contractual relationship between the Parties be deemed or construed as one of agency, partnership, joint venture, employment or otherwise, except for the vendor/vendee relationship.

(c) Severability. If any provision shall be held to be invalid or unenforceable for any reason, the Parties agree that such invalidity or unenforceability shall not affect any other provision of this Agreement, the remaining provisions shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable.

(e) Assignment. Neither Party may assign or transfer any of its rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of the other Parties; provided, however, that EMSLLC may assign this Agreement to any third party that acquires all or substantially all of the assets or business operations of EMSLLC by purchase, merger or otherwise.

(f) Survival. In addition to those provisions hereof which, by their terms, provide for survival following the termination of this Agreement, the provisions of sections [6, 7, 10(e), 11 and 12] shall survive the termination of this Agreement.

(g) Entire Agreement. This Agreement and the Schedules attached hereto constitute the entire agreement between the Parties and supersede all prior agreements, understandings and arrangements between the Parties with respect to the subject matter thereof. Any additional or different terms or

conditions in a Party's or a Client's respective Authorized User's purchase orders, quotations, acknowledgments, invoices, licenses or other communications to the other Parties, whether or not such terms or conditions materially alter this Agreement, shall (a) be deemed objected to by the other Parties without need for further notice of objection, (b) be of no force or effect and Agreement, each Party agrees to observe and comply with all Laws.

(i) <u>Governing Law; Venue</u>. This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the State of California without regard to the principles of conflicts of law, and each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts of California.

(j) <u>Waiver</u>. The failure of any Party to insist, in any one or more instances, upon the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term or condition.

(k) <u>Priority</u>. The attached Schedules form part of this Agreement. If there is any apparent conflict or inconsistency between the provisions set forth in the body of this Agreement and the provisions set forth in any Schedule, the provisions set forth in the Agreement shall prevail.

13. <u>Administrator.</u>

The County of El Dorado Officer or employee with responsibility for administering this Agreement is Michelle Patterson, MPH, Manager, Emergency Medical Services and Emergency Preparedness & Response, or successor.

14. <u>Counterparts.</u>

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(c) not, in any circumstance, be binding upon the other Parties unless expressly accepted by the other Parties in writing.

(h) <u>Compliance with Applicable Laws</u>. In carrying out its obligations and responsibilities under this

(l) <u>Remedies</u>. Each Party shall be entitled to exercise any legal, equitable or other rights or remedies to which it is entitled, including, without limitation, the right to obtain injunctive relief or specific performance with respect to the violation of any term or condition of this Agreement. Each such remedy shall be cumulative and not exclusive.

(m) <u>Force Majeure</u>. EMSLLC shall not be liable to either Client for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a Force Majeure Event. If a Force Majeure Event occurs, EMSLLC shall be excused from further performance or observance of the obligations so affected for as long as the Force Majeure Event remains in place. Clients shall continue to pay all Fees due under this Agreement upon the occurrence of any Force Majeure Event unless the Force Majeure Event continues for more than ten business days, in which event the obligation of each Client to pay such amounts shall be suspended until such time as the Force Majeure Event ends and services are resumed or this Agreement is terminated.

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement, to be effective as of the Effective Date set forth above.

Client: **County of El Dorado**

Signature: _____

Name: ~~Sue Novasel, Chair~~ Brian Veerkamp
Board of Supervisors Vice Chair

Date: __7/23/19__

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: __7/23/19__

Client: **Amador County Public Health**

Signature: _____

Name: **Brian Oneto, Chairman**
Amador County Board of Supervisors

Date: __August 13, 2019__

ATTEST:
Jennifer Burns
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: __8/13/19__

EMSystems LLC

By: _____

Name: __Nick Meeks__

Title: __SVP, Chief Financial Officer__

Date: __26 June, 2019__

Schedule 1

Definitions

"Authorized User" means a health care provider, health department or other medical professional authorized by each Client to Use the System to coordinate emergency services and health information in the Territory, and any employee of each Client whose job function requires Use of the System.

"Bankruptcy Event" means a Party: (i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due; or (ii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of dollars or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind-up of its business (or has such a petition or action filed against it and such petition, action or appointment is not dismissed or stayed within 30 days).

"Client Data" means data input by each Client or each Client's Authorized Users into the System and derivative data resulting from the processing of such input data by the System.

"Commencement Date" means the earlier of the date EMSLLC notifies Clients that their respective Authorized Users may begin to Use the System or the date Clients or any of their respective Authorized users actually begin to use the System.

"Contact Person" means a person qualified by education and training to use and understand the applicable User Equipment and the System.

"Documentation" means the documentation and terms of use applicable to the System or a particular Module, as published on the EMSystems web site and as amended from time to time at EMSLLC's sole discretion.

"EMSLLC Confidential Information" means (i) all information of EMSLLC marked "confidential," "restricted," "proprietary" or with a similar designation; (ii) know-how, technical information, data or other proprietary information relating to the System; (iii) all source codes, object codes, software programs, computer processing systems and techniques employed or used by EMSLLC; (iv) any related items such as specifications, layouts, flow charts, manuals, instruction books and training materials, programmer, technical and user documentation, and any and all upgrades, enhancements, improvements or modifications to the foregoing; and (v) the terms and conditions of this Agreement; provided, however, that EMSLLC Confidential Information shall not include information that (i) was in the public domain at the time of disclosure; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of Client; or (iii) was received by Client from a third party who had a lawful right to disclose such information to Client.

"Fees" means any amounts due under this Agreement, including those fees set forth on Schedule 2.

"Force Majeure Event" means (i) fire, flood, earthquake, hurricane, tornado, tsunami or other elements of nature or acts of God, (ii) acts of vandalism or terrorism (electronic or otherwise) or war, (iii) riots, civil disorders or revolutions, (iv) strike or other significant labor disruption, (v) nonperformance by a third party, (vi) any failures or fluctuations in telecommunications systems, lines or other Equipment or (vii) any other cause beyond the reasonable control of EMSLLC.

"Implementation Services" means services (if any) to be performed by EMSLLC in connection with the configuration and implementation of the System for each Client, as specified on Schedule 2.

"Law" means all applicable state, federal and local laws, rules and regulations.

"Module" means a particular software-as-a-service module hosted, managed and operated by or on behalf of EMSLLC and to which each Client desires to obtain a license to Use under this Agreement, as described on Schedule 2.

"Rights" means all right, title and interest in and to the System, including all intellectual property rights, know-how and System design and functionality.

"System" means each of the Modules and associated Documentation, including any enhancements or modifications thereto implemented or provided by EMSLLC from time to time in its discretion.

"Term" has the meaning set forth in section 10.

"Training Services" means any training in the Use of the System that EMSLLC makes available to each Client and each Client's respective Authorized User employees.

"Use" means accessing and using the System in accordance with the terms and conditions of this Agreement (including, without limitation, any additional limitations or restrictions specified in Schedule 2) and the applicable Documentation.

"User Equipment" means the hardware, software and communications lines or capabilities that may be necessary for each Client or either Client's respective Authorized User to Use the System.

Schedule 2.A to the Use Agreement
Fees, and Payment Terms for the
County of El Dorado, Health and Human Services Agency or EDC

Fees (further to Quote # 00007175): Upon payment of the Fees set forth below pursuant to the payment terms on this Schedule 2.A below, the following Software on a "Software-as-a-Service" subscription basis shall be available for use by EDC and its Authorized Users for the Term set forth in the Agreement and all use and access to the Software shall be governed by the Agreement:

Fees for EMResource SaaS Subscription				
Product Code	Item Description	Qty	Sales Price	Extended Price
SW-SaaS-EMR-Maint	EMResource Communications & Resource Management System SaaS - Maintenance and Support EMResource maintenance 07/01/2018-06/30/2019	188,987.00	$0.04	$7,559.48
SW-SaaS-EMR-Maint	EMResource Communications & Resource Management System SaaS - Maintenance and Support EMResource maintenance 07/01/2019-06/30/2020	188,987.00	$0.04	$7,559.48
	Total Fees for EMResource SaaS Subscription *(plus applicable taxes)*			$15,118.96

*Based on US Census Population Estimates for County of El Dorado, CA: 188,987

Payment Terms: For purposes of this Schedule 2.A and for the "EMResource Communications & Resource Management System SaaS - Maintenance and Support" identified above, EMSystems shall invoice, and EDC shall pay, the amounts set forth below according to below payment terms:

(i) The **Total Fees for EMResource SaaS Subscription** set forth above in the amount of **$15,118.96** USD (plus applicable taxes) shall be invoiced by EMSystems to EDC upon receipt of this Agreement (executed by EDC);

(ii) Subsequent Fees for any Renewal Periods, if any, shall be invoiced by EMSystems to EDC so that such amounts are due and payable prior to the anniversary of the Commencement Date for each applicable year; and

(iii) No travel is expected pursuant to this Schedule 2A; should EMSystems have to travel to perform any services hereunder, including, without limitation, the Consulting Services provided hereunder, EDC shall reimburse EMSystems for all travel, lodging, per diem and out of pocket expenses ("Travel Expenses") incurred by EMSystems personnel in the performance of services hereunder. All Travel Expenses will be invoiced to EDC at actual cost (including associated travel agent and other service fees) and applicable per diems as such services are performed and such costs are incurred.

All charges in this Schedule 2.A and the Agreement are exclusive of taxes and Travel Expenses incurred by EMSystems in the performance of services and are in addition to any charges set forth in any other Statement of Works or Addenda or Quotes to the Agreement or in the Agreement. All invoices are due and payable thirty (30) days from the date of the invoice and interest fees/late charges (as provided in the Agreement) shall apply to any invoiced amounts not paid within the time periods provided in this Schedule 2.A or in the Agreement.

If EDC is tax exempt, EDC shall be responsible for providing all necessary documentation to show such tax-exempt status to EMSystems or to the taxing entity.

Work cannot be started and dates for services cannot be secured until the applicable initial payment has been received by EMSystems. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.
\End of Schedule 2.A

Schedule 2.B to the Use Agreement
Fees, and Payment Terms for the
Amador County Public Health or ACPH

Fees (further to Quote # 00014420): Upon payment of the Fees set forth below pursuant to the payment terms on this Schedule 2.B below, the following Software on a "Software-as-a-Service" subscription basis shall be available for use by ACPH and its Authorized Users for the Term set forth in the Agreement and all use and access to the Software shall be governed by the Agreement:

Fees for EMResource SaaS Subscription				
Product Code	**Item Description**	**Qty**	**Sales Price**	**Extended Price**
SW-SaaS-EMR-ST	EMResource Communications & Resource Management System SaaS 07/01/2018-06/30/2019	38,626.00	$0.04	$1,545.04
SW-SaaS-EMR-ST	EMResource Communications & Resource Management System SaaS 07/01/2019-06/30/2020	38,626.00	$0.04	$1,545.04
		Total Fees for EMResource SaaS Subscription *(plus applicable taxes)*		$3,090.08

*Based on US Census Population Estimates for Amador County, CA: 38,626.00

Payment Terms: For purposes of this Schedule 2.B and for the "EMResource Communications & Resource Management System SaaS - Maintenance and Support" identified above, EMSystems shall invoice, and ACPH shall pay, the amounts set forth below according to below payment terms:

(i) The "**Total Fees for EMResource SaaS Subscription for Year 1**" set forth above in the amount of **$3,090.08** USD (plus applicable taxes) shall be invoiced by EMSystems to ACPH upon receipt of this Agreement (executed by ACPH);

(ii) Subsequent Fees for any Renewal Periods, if any, shall be invoiced by EMSystems to ACPH so that such amounts are due and payable prior to the anniversary of the Commencement Date for each applicable year; and

(iii) No travel is expected pursuant to this Schedule 2.B; should EMSystems have to travel to perform any services hereunder, including, without limitation, the Consulting Services provided hereunder, ACPH shall reimburse EMSystems for all travel, lodging, per diem and out of pocket expenses ("Travel Expenses") incurred by EMSystems personnel in the performance of services hereunder. All Travel Expenses will be invoiced to ACPH at actual cost (including associated travel agent and other service fees) and applicable per diems as such services are performed and such costs are incurred.

All charges in this Schedule 2.B and the Agreement are exclusive of taxes and Travel Expenses incurred by EMSystems in the performance of services and are in addition to any charges set forth in any other Statement of Works or Addenda or Quotes to the Agreement or in the Agreement. All invoices are due and payable thirty (30) days from the date of the invoice and interest fees/late charges (as provided in the Agreement) shall apply to any invoiced amounts not paid within the time periods provided in this Schedule 2.B or in the Agreement.

If ACPH is tax exempt, ACPH shall be responsible for providing all necessary documentation to show such tax-exempt status to EMSystems or to the taxing entity.

Work cannot be started and dates for services cannot be secured until the applicable initial payment has been received by EMSystems. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

\End of Schedule 2.B