State of New York Executive Department  
Office Of General Services  
Procurement Services Group  
Corning Tower Building - 38th Floor  
Empire State Plaza  
Albany, New York 12242  
http://www.ogs.state.ny.us

SUPPLEMENTAL CONTRACT AWARD NOTIFICATION  
PAGE 16

Title: Group 12605 - AUTOMATED EXTERNAL DEFIBRILLATORS (AED's) ACCESSORIES AND RELATED PRODUCTS (Statewide)
Classification Code: 42

Award Number: 21270 (Replaces Award 02612)
Contract Period: December 1, 2008 - November 30, 2012
Bid Opening Date: January 24, 2008
Date of Issue: December 9, 2008
Specification Reference: As Incorporated In The Invitation for Bids
Contractor Information: Appears on Page 17 of this Award

Address Inquiries To:

<table>
<thead>
<tr>
<th>State Agencies &amp; Vendors</th>
<th>Political Subdivisions &amp; Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Mary P. Schneider</td>
<td>Customer Services</td>
</tr>
<tr>
<td>Title: Purchasing Officer I</td>
<td>Phone: 518-474-6717</td>
</tr>
<tr>
<td>Phone: 518-474-0912</td>
<td>Fax: 518-474-2437</td>
</tr>
<tr>
<td>Fax: 518-474-5052</td>
<td>E-mail: <a href="mailto:customer.services@ogs.state.ny.us">customer.services@ogs.state.ny.us</a></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:mary.schneider@ogs.state.ny.us">mary.schneider@ogs.state.ny.us</a></td>
<td></td>
</tr>
</tbody>
</table>

The Procurement Services Group values your input.

Description

This contract award covers various product lines of Defibrillators including Automatic External Defibrillators (AED's) for use as emergency management in NYS facilities and political subdivisions.

PR #21270
CONTRACT #  CONTRACTOR & ADDRESS  TELEPHONE #  FED.IDENT.#
PC64282  PHILIPS MEDICAL SYSTEMS  800/685-0881  133429115
2301 Fifth Avenue, Suite 200  Amy M. Rosenleaf
Seattle, WA 98121  Contracts Administrator
Fax No.:  206/664-5001  E-mail: heartstart.bids@philips.com
E-mail:  heartstart.bids@philips.com
Website:  www.medical.philips.com

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR
FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH
DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE
AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:
The letters SB listed under the Contract Number indicate the contractor is a NYS small business.
Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or
Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:
The Procurement Services Group supports and encourages the purchase of recycled, remanufactured,
energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award
Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at
the individual awarded items for more information on products meeting the suffix description.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>RS,RP,RA</td>
<td>Recycled</td>
</tr>
<tr>
<td>RM</td>
<td>Remanufactured</td>
</tr>
<tr>
<td>SW</td>
<td>Solid Waste Impact</td>
</tr>
<tr>
<td>EE</td>
<td>Energy Efficient</td>
</tr>
<tr>
<td>E*</td>
<td>EPA Energy Star</td>
</tr>
<tr>
<td>ES</td>
<td>Environmentally Sensitive</td>
</tr>
</tbody>
</table>

NOTE TO AUTHORIZED USERS:
When placing purchase orders under the contract(s), the authorized user should be familiar with and
follow the terms and conditions governing its use which usually appears at the end of this document. The
authorized user is accountable and responsible for compliance with the requirements of public procurement
processes. The authorized user must periodically sample the results of its procurements to determine its
compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure
that such results can withstand public scrutiny.
NOTE TO AUTHORIZED USERS: (Cont'd)

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

HEARTSTART ESSENTIALS SERVICES AGREEMENTS:

Please refer to the OGS website at www.ogs.state.ny.us to review HeartStart Essentials Services Agreements. These agreements are stated herein have become part of this Contract Supplemental Award. These changes are the result of negotiations between Philips Medical Systems and the Office of General Services. These revisions are unique to Supplemental Award 21270 and should be utilized appropriately for this specific contract.

NOTE TO ALL CONTRACT USERS:

The terms and conditions of Award 21270, issued November 20, 2008 shall apply to this Supplemental Award. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.
LOT 1 – AUTOMATED EXTERNAL DEFIBRILLATORS (AED) ACCESSORIES AND RELATED PRODUCTS

<table>
<thead>
<tr>
<th>Product Categories</th>
<th>Percent Discount Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Automated External Defibrillators (AED)</td>
<td>35%</td>
</tr>
<tr>
<td>2. Monitors/Defibrillators</td>
<td>30%</td>
</tr>
<tr>
<td>3. AED Training Units</td>
<td>35%</td>
</tr>
<tr>
<td>4. Mounting Cabinetry &amp; Appropriate Brackets</td>
<td>30% Monitor/Defibrillators 35% AEDs</td>
</tr>
<tr>
<td>5. Training Packages (Standard Line Item Training Packages)</td>
<td>25%</td>
</tr>
<tr>
<td>6. Program Management</td>
<td>25%</td>
</tr>
<tr>
<td>7. Options (Associated Accessories, Optional Equipment Disposables)</td>
<td>23% Monitor/Defibrillators 35% AEDs</td>
</tr>
</tbody>
</table>

NO ADDITIONAL DISCOUNTS OFFERED

Name of Price List: IFB#21270-LOT 1- Defibrillator Equipment and Services Price List
Date of Price List: January 24, 2008
Manufacturer: Philips Medical Systems
Address of Plant: AED’s: 2301 Fifth Avenue, Suite 200, Seattle, WA 98121
Defibrillator/Monitors: 22100 Bothell Everett Highway
Bothell, WA 98021
Products Offered: See Pricing on Contract Award Notification (CAN)
Guaranteed Delivery: 30 Calendar Days A/R/O
Normal Business Hours: Monday-Friday 7:30-4:30 pm-PST (pacific standard time)
Person to contact in the event of an emergency occurring after business hours or on weekend/holidays:
Name: For AED/AED Services: (Customer Services Seattle)
For all other Products: (Atlanta Response Center)
Toll Free Telephone Number: (800) 263-3342 (For AED Products/AED Services)
(800) 722-9377 (For all Other Products)

Electronic Access Ordering (EDI) is available. Contact Contractor for details.

Contractor will accept the New York State Procurement Card for orders not to exceed $15,000.00.

(continued)
Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

<table>
<thead>
<tr>
<th>Contract No.:</th>
<th>Contractor.</th>
</tr>
</thead>
</table>

Describe Product* Provided (Include Item No., if available): ________________________________________________

*Note: “Product” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

<table>
<thead>
<tr>
<th></th>
<th>Excellent</th>
<th>Good</th>
<th>Acceptable</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Product meets your needs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Product meets contract specifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Pricing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACTOR**

<table>
<thead>
<tr>
<th></th>
<th>Excellent</th>
<th>Good</th>
<th>Acceptable</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Timeliness of delivery</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Completeness of order (fill rate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Responsiveness to inquiries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Employee courtesy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Problem resolution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments: ____________________________________________________________

___________________________________________(over)

Agency: __________________________________________ Prepared by: __________________________

Address: __________________________________________ Title: __________________________

_________________________ Date: __________________________

_________________________ Phone: __________________________

_________________________ E-mail: __________________________

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
Customer Services, 37th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242

* * * * *
HeartStart Essentials Services Agreement
for the Medical Oversight Plus Program
New York Office of General Services Authorized Users

AGREEMENT NUMBER: ________________________________________________________

This HeartStart Essentials Services Agreement is hereby entered into by and between Philips Medical Systems North America Company, a division of Philips Electronics North America Corporation ("Philips") and the following Authorized User:

AUTHORIZED USER (provide full legal name of Authorized User) _____________________________

<table>
<thead>
<tr>
<th>AUTHORIZED USER CONTACT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Mailing address</td>
</tr>
<tr>
<td>Street address (if different)</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>Email</td>
</tr>
</tbody>
</table>

Philips and Authorized User (the "Parties") agree, upon the terms and conditions set forth herein and in all addenda and exhibits attached hereto (collectively, the "Agreement"), that commencing on the Effective Date (defined in Section 1) Philips shall provide the services comprising the HeartStart Essentials program(s) (the "Program(s)") that Authorized User has purchased hereunder as indicated in the following table:

<table>
<thead>
<tr>
<th>HEARTSTART ESSENTIALS PROGRAM(S) PURCHASED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program</td>
</tr>
<tr>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Medical Oversight Plus</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Select Billing Option

- [ ] One-Time
- [ ] Annual (Start of Program Year)

For the purposes of any notices to be delivered by Authorized User to Philips under this Agreement, Authorized User should direct such notices or inquiries to:

Philips Medical Systems, 2301 5th Avenue, Suite 200, Seattle, WA 98121
Attention: Katharine Harvey
Phone: 206.664.5017 • Facsimile: 206.664.5001 • Email: Katharine.Harvey@Philips.com

<table>
<thead>
<tr>
<th>AUTHORIZED USER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHILIPS ELECTRONICS NORTH AMERICA CORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
</tr>
</tbody>
</table>
Philips Medical Systems North America

GENERAL TERMS AND CONDITIONS
- FOR -
HeartStart Essentials Services Agreement

Philips and Authorized User hereby agree as follows:

1. SERVICES
   
   (a) **Scope.** Authorized User has purchased one or more Programs, as indicated on the face of this Agreement. Each Program purchased by Authorized User relates to one or more particular Philips automated external defibrillator ("AED") unit(s) that is/are under the control of Authorized User, as identified in the attached Equipment Exhibit. The various services ("Services") comprising the Programs and additional terms and conditions of this Agreement are set forth in the attached "Program and Service Description Exhibit" ("Service Exhibit").
   
   (b) **General.** Subject to the terms and conditions herein, Philips will provide Authorized User with the Services. Philips will provide such Services only with respect to the particular AED units (the "Equipment") described in the Service Exhibit. Philips will provide such Services only during the term of the Program ("Program Term") indicated on the face of this Agreement. Each Program Term commences on the date that Philips ships to Authorized User the Equipment (the "Effective Date") to which such Service relate and ends on the first, third or fifth anniversary thereof, as applicable.
   
   (c) **Geographic scope.** Authorized User acknowledges and agrees Philips is under no obligation to provide Services on or to any premise outside the United States. If and to the extent (a) Philips AEDs are commercially available for purchase in other countries and (b) applicable Services are also generally commercially available in such countries for such AEDs, then Philips shall offer such Services to Authorized User upon the terms and conditions such Services are generally offered in such countries.
   
   (d) **HSE Representative.** Authorized User’s main points of contact with Philips will be through the HeartStart Essentials Representatives (each, a “HSE Representative”) designated by Philips and identified to Authorized User.

2. AUTHORIZED USER OBLIGATIONS

   (a) **Site Access and Safety.**

      Except as otherwise provided in Section 55 of Appendix B of the Centralized Contract, Authorized User will:

      i) ensure that any Authorized User site ("Site") where an HSE representative or provider of Services hereunder ("Service Provider") shall be asked by Authorized User to perform Services is suitably safe for such Service Provider to conduct such Service; and

      ii) provide the Service Provider sufficient access to the Site’s premises and Equipment on the Site to permit Service Provider to fulfill his/her obligations.

      Authorized User’s failure to provide safe and sufficient access at the scheduled time for a Service will constitute Authorized User’s waiver of such scheduled Service until such time as safe and sufficient access is provided, but does not relieve the Contractor of the obligation to perform all work in compliance with the contract terms.

   (b) **Web-based Services.** If Authorized User is provided access to a Service via a password-protected Philips website, Authorized User shall not disclose the password to third
parties. Philips is entitled to assume that all data input, modified or deleted by Authorized User – or by a third party accessing the web-based Service utilizing a password obtained from Authorized User (whether due to Authorized User’s negligent or knowing disclosure of such password) – is accurate and authorized by Authorized User.

(c) **Authorized User Responsibility for Implementation.** Authorized User acknowledges that it is the Authorized User’s responsibility to have and implement an early defibrillation plan. Philips will provide various materials to assist Authorized User in developing its early defibrillation plan.

3. **PAYMENT**

(a) In consideration of Services to be rendered hereunder, Authorized User shall pay to Philips the total purchase price for all Programs purchased hereunder, as indicated in the price quote last mutually agreed to in writing by the Parties prior to the Effective Date.

(b) Payment terms are subject to Philips’ approval of Authorized User credit. Payment for the total purchase price shall be in compliance with Section 64 of Appendix B of the Centralized Contract and Article 11A of the New York State Finance Law.

4. **CONFIDENTIALITY**

(a) Authorized User is subject to the requirements of the Freedom of Information Law (FOIL), and therefore, agency records are presumptively subject to disclosure unless specifically exempted by statute. As a result, Authorized User is unable to grant blanket exemptions from disclosure for particular documents, because such exemptions are inimical to the policies and purposes of FOIL. Therefore, Authorized User would be unable to grant blanket trade secret exemption(s). However, in accordance with Public Officers Law §89(5) (a) (3), any information that Philips requests be exempted from disclosure pursuant to Public Officer’s Law §87 (2) (d) will be maintained apart from all other records. In the event that a FOIL request is made for such information, Authorized User will contact Philips in an effort to determine the extent to which those records might properly be exempted from disclosure under Public Officer’s Law §87(2)(d).

5. **TERM; TERMINATION**

(a) This Agreement shall remain in effect until the earlier of the (1) termination as described in Section 60 of Appendix B of the Centralized Contract, (2) default as described in Section 63 of Appendix B of the Centralized Contract, (3) last to expire of the Program Terms indicated on the cover sheet hereto, or (4) termination date of the Centralized Contract.

(b) Unless earlier terminated, this Agreement shall remain in effect until the last to expire of the Program Terms indicated on the cover sheet hereto (“Agreement Term”).

(c) Authorized User’s failure to pay any amount due under the Agreement within 30 days of when payment is due constitutes a default of this Agreement. In such an event, Philips may, at its option, (i) deduct the unpaid amount from any amounts otherwise owed to Authorized User by Philips under any agreement with Authorized User, (ii) withhold performance under this Agreement until a reasonable time after all defaults have been cured, (iii) declare all sums due and to become due to be immediately due and payable under this Agreement, (iv) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney’s fees, (v) terminate this Agreement, and (vi) pursue any other remedies permitted by law. This Agreement may be terminated by a Party immediately upon such Party giving written notice of termination to the other Party upon the filing of bankruptcy or bankruptcy of such other Party or the appointment of a receiver of any of such other Party’s assets, or the making by such other Party of any assignment for the benefit of creditors, or the institution of any proceedings against the other Party under any bankruptcy law.
6. CANCELLATION REFUND
Authorized User may terminate this Agreement for convenience at any time during the Agreement Term. In such event, Authorized User shall be entitled to a refund for each Program that it has purchased hereunder as follows:

<table>
<thead>
<tr>
<th>PROGRAM CANCELLED</th>
<th>TIMING OF CANCELLATION</th>
<th>REFUND TO AUTHORIZED USER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-year Program</td>
<td>Any time</td>
<td>No refund</td>
</tr>
<tr>
<td>3-year Program</td>
<td>During year 1 of Program Term</td>
<td>50% of purchase price</td>
</tr>
<tr>
<td></td>
<td>During year 2 of Program Term</td>
<td>30% of purchase price</td>
</tr>
<tr>
<td></td>
<td>During year 3 of Program Term</td>
<td>No refund</td>
</tr>
</tbody>
</table>

Authorized User may receive a refund only if it has terminated the entire Agreement and all Programs purchased hereunder.

7. EXCUSABLE DELAYS
The terms for Excusable Delays shall be in accordance with Section 61 of Appendix B of the Centralized Contract.

8. WARRANTY; DISCLAIMERS
(a) Philips’ entire contractual service obligations to Authorized User are described in this Agreement. Philips warrants to Authorized User that (a) Service Providers shall be adequately trained and qualified to perform the Services performed for Authorized User and (b) the Services shall be rendered in a professional and responsible manner and in compliance with federal and state laws regulating the provision of such Services. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 8, PHILIPS PROVIDES NO OTHER WARRANTY FOR THE HEARTSTART ESSENTIALS AGREEMENT WITH RESPECT TO ANYTHING PROVIDED BY PHILIPS’ SUBCONTRACTOR OR PHILIPS.

(b) Authorized User agrees that Philips shall have no liability to Authorized User due to Authorized User’s failure to (a) follow or implement any recommendations or requirements with respect to Authorized User’s early defibrillation plan or the Equipment, (b) replenish or replace Equipment, including batteries, pads or components thereof, when directed to do so by Philips, its HSE representatives, the Equipment instructions for use, notification beeps from the Equipment or otherwise, or (c) properly implement its early defibrillation plan.

9. LIMITATIONS OF REMEDIES AND DAMAGES
The terms for Limitation of Remedies and Damages shall be in accordance with Section 76 of Appendix B of the Centralized Contract.

10. NOTICES
Any notices required by the Agreement shall be in writing, shall specifically refer to this Agreement by the Agreement Number on the face hereof and shall be sent by registered or certified airmail, postage prepaid, charges prepaid, or by overnight courier, postage prepaid and shall be forwarded to the address set forth in the Agreement unless subsequently changed by written notice to the other party. Notice shall be deemed delivered upon receipt.

11. INDEPENDENT CONTRACTOR
Philips is Authorized User's independent contractor. Philips’ employees are under Philips’
exclusive direction and control. Philips’ subcontractor’s employees are under Philips’ subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips’ employees or Philips’ subcontractors or any of their employees as Authorized User employees, agents, joint venturers or partners.

12. SUBCONTRACTS AND ASSIGNMENTS

Subject to approval with compliance of Section 55 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law, Philips may subcontract to service contractors of Philips’ choice any of Philips’ service obligations to Authorized User. No such subcontract will release Philips from those obligations to Authorized User. Authorized User may not assign this Agreement or the responsibility for payments due under it without Philips’ prior express written consent. Philips cannot assign this Agreement without complying with Section 56 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law.

13. SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW

Authorized User’s obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips’ rights, privileges and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. The failure by a Party to enforce any provision of this Agreement is not a waiver of that provision or of that Party’s right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. The laws of the state of New York will govern any interpretation of this Agreement and dispute between Philips and Authorized User without regard to the principles of choice of law.

14. ENTIRE AGREEMENT

The terms for Entire Agreement shall be in accordance to Section 44 of Appendix B of the Centralized Contract.
HeartStart Essentials Services Agreement
for the Maintenance Program
New York Office of General Services Authorized Users

AGREEMENT NUMBER: ____________________________

This HeartStart Essentials Services Agreement is hereby entered into by and between Philips Medical Systems North America Company, a division of Philips Electronics North America Corporation ("Philips") and the following Authorized User: 

AUTHORIZED USER (provide full legal name of Authorized User) ____________________________________________

AUTHORIZED USER CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Name</th>
<th>Mailing address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street address (if different)</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Philips and Authorized User (the "Parties") agree, upon the terms and conditions set forth herein and in all addenda and exhibits attached hereto (collectively, the "Agreement"), that commencing on the Effective Date (defined in Section 1) Philips shall provide the services comprising the HeartStart Essentials program(s) (the "Program(s)") that Authorized User has purchased hereunder as indicated in the following table:

<table>
<thead>
<tr>
<th>HEARTSTART ESSENTIALS PROGRAM(S) PURCHASED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program</td>
</tr>
<tr>
<td>Maintenance</td>
</tr>
</tbody>
</table>

Select Billing Option

☐ One-Time ☐ Annual (Start of Program Year)

For the purposes of any notices to be delivered by Authorized User to Philips under this Agreement, Authorized User should direct such notices or inquiries to:

Philips Medical Systems, 2301 5th Avenue, Suite 200, Seattle, WA 98121
Attention: Katharine Harvey
Phone: 206.664.5017 • Facsimile: 206.664.5001 • Email: Katharine.Harvey@Philips.com

AUTHORIZED USER

Signature: __________________________
Printed Name: ______________________
Title: ____________________________
Date: ____________________________

PHILIPS ELECTRONICS NORTH AMERICA CORPORATION

Signature: __________________________
Printed Name: ______________________
Title: ____________________________
Date: ____________________________
Philips Medical Systems North America

GENERAL TERMS AND CONDITIONS

FOR

HeartStart Essentials Services Agreement

Philips and Authorized User hereby agree as follows:

1. SERVICES

(a) Scope. Authorized User has purchased one or more Programs, as indicated on the face of this Agreement. Each Program purchased by Authorized User relates to one or more particular Philips automated external defibrillator (“AED”) unit(s) that is/are under the control of Authorized User, as identified in the attached Equipment Exhibit. The various services (“Services”) comprising the Programs and additional terms and conditions of this Agreement are set forth in the attached “Program and Service Description Exhibit” (“Service Exhibit”).

(b) General. Subject to the terms and conditions herein, Philips will provide Authorized User with the Services. Philips will provide such Services only with respect to the particular AED units (the “Equipment”) described in the Service Exhibit. Philips will provide such Services only during the term of the Program (“Program Term”) indicated on the face of this Agreement. Each Program Term commences on the date that Philips ships to Authorized User the Equipment (the “Effective Date”) to which such Services relate and ends on the first, third or fifth anniversary thereof, as applicable.

(c) Geographic scope. Authorized User acknowledges and agrees Philips is under no obligation to provide Services on or to any premise outside the United States. If and to the extent (a) Philips AEDs are commercially available for purchase in other countries, and (b) applicable Services are also generally commercially available in such countries for such AEDs, then Philips shall offer such Services to Authorized User upon the terms and conditions such Services are generally offered in such countries.

(d) HSE Representative. Authorized User’s main points of contact with Philips will be through the HeartStart Essentials Representatives (each, a “HSE Representative”) designated by Philips and identified to Authorized User.

2. AUTHORIZED USER OBLIGATIONS

(a) Site Access and Safety.

Except as otherwise provided in Section 55 of Appendix B of the Centralized Contract, Authorized User will:

i) ensure that any Authorized User site (“Site”) where an HSE representative or provider of Services hereunder (“Service Provider”) shall be asked by Authorized User to perform Services is suitably safe for such Service Provider to conduct such Service; and

ii) provide the Service Provider sufficient access to the Site’s premises and Equipment on the Site to permit Service Provider to fulfill his/her obligations.

Authorized User’s failure to provide safe and sufficient access at the scheduled time for a Service will constitute Authorized User’s waiver of such scheduled Service until such time as safe and sufficient access is provided, but does not relieve the Contractor of the obligation to perform all work in compliance with the contract terms.
(b) **Web-based Services.** If Authorized User is provided access to a Service via a password-protected Philips website, Authorized User shall not disclose the password to third parties. Philips is entitled to assume that all data input, modified or deleted by Authorized User – or by a third party accessing the web-based Service utilizing a password obtained from Authorized User (whether due to Authorized User’s negligent or knowing disclosure of such password) – is accurate and authorized by Authorized User.

(c) **Authorized User Responsibility for Implementation.** Authorized User acknowledges that it is the Authorized User’s responsibility to have and implement an early defibrillation plan. Philips will provide various materials to assist Authorized User in developing its early defibrillation plan.

3. PAYMENT
   
   (a) In consideration of Services to be rendered hereunder, Authorized User shall pay to Philips the total purchase price for all Programs purchased hereunder, as indicated in the price quote last mutually agreed to in writing by the Parties prior to the Effective Date.

   (b) Payment terms are subject to Philips’ approval of Authorized User credit. Payment for the total purchase price shall be in compliance with Section 64 of Appendix B of the Centralized Contract and Article 11A of the New York State Finance Law.

4. CONFIDENTIALITY
   
   (a) Authorized User is subject to the requirements of the Freedom of Information Law (FOIL), and therefore, agency records are presumptively subject to disclosure unless specifically exempted by statute. As a result, Authorized User is unable to grant blanket exemptions from disclosure for particular documents, because such exemptions are inimical to the policies and purposes of FOIL. Therefore, Authorized User would be unable to grant blanket trade secret exemption(s). However, in accordance with Public Officier’s Law §89(5) (a) (3), any information that Philips requests be exempted from disclosure pursuant to Public Officier’s Law §87 (2) (d) will be maintained apart from all other records. In the event that a FOIL request is made for such information, Authorized User will contact Philips in an effort to determine the extent to which those records might properly be exempted from disclosure under Public Officier’s Law §87(2)(d).

5. TERM; TERMINATION
   
   (a) This Agreement shall remain in effect until the earlier of the (1) termination as described in Section 60 of Appendix B of the Centralized Contract, (2) default as described in Section 63 of Appendix B of the Centralized Contract, (3) last to expire of the Program Terms indicated on the cover sheet hereto, or (4) termination date of the Centralized Contract.

6. CANCELLATION REFUND
   
   Authorized User may terminate this Agreement for convenience at any time during the Agreement Term. In such event, Authorized User shall be entitled to a refund for each Program that it has purchased hereunder as follows:
<table>
<thead>
<tr>
<th>PROGRAM CANCELLED</th>
<th>TIMING OF CANCELLATION</th>
<th>REFUND TO AUTHORIZED USER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-year Program</td>
<td>Any time</td>
<td>No refund</td>
</tr>
<tr>
<td>3-year Program</td>
<td>During year 1 of Program Term</td>
<td>50% of purchase price</td>
</tr>
<tr>
<td></td>
<td>During year 2 of Program Term</td>
<td>30% of purchase price</td>
</tr>
<tr>
<td></td>
<td>During year 3 of Program Term</td>
<td>No refund</td>
</tr>
</tbody>
</table>

Authorized User may receive a refund only if it has terminated the entire Agreement and all Programs purchased hereunder.

7. EXCUSABLE DELAYS

The terms for Excusable Delays shall be in accordance with Section 61 of Appendix B of the Centralized Contract.

8. WARRANTY; DISCLAIMERS

(a) Philips' entire contractual service obligations to Authorized User are described in this Agreement. Philips warrants to Authorized User that (a) Service Providers shall be adequately trained and qualified to perform the Services performed for Authorized User and (b) the Services shall be rendered in a professional and responsible manner and in compliance with federal and state laws regulating the provision of such Services. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 8, PHILIPS PROVIDES NO OTHER WARRANTY FOR THE HEARTSTART ESSENTIALS AGREEMENT WITH RESPECT TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

(b) Authorized User agrees that Philips shall have no liability to Authorized User due to Authorized User’s failure to (a) follow or implement any recommendations or requirements with respect to Authorized User’s early defibrillation plan or the Equipment, (b) replenish or replace Equipment, including batteries, pads or components thereof, when directed to do so by Philips, its HSE representatives, the Equipment instructions for use, notification beeps from the Equipment or otherwise, or (c) properly implement its early defibrillation plan.

9. LIMITATIONS OF REMEDIES AND DAMAGES

The terms for Limitation of Remedies and Damages shall be in accordance with Section 76 of Appendix B of the Centralized Contract.

10. NOTICES

Any notices required by the Agreement shall be in writing, shall specifically refer to this Agreement by the Agreement Number on the face hereof and shall be sent by registered or certified airmail, postage prepaid, charges prepaid, or by overnight courier, postage prepaid and shall be forwarded to the address set forth in the Agreement unless subsequently changed by written notice to the other party. Notice shall be deemed delivered upon receipt.

11. INDEPENDENT CONTRACTOR

Philips is Authorized User's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Authorized User employees, agents, joint venturers or partners.
12. SUBCONTRACTS AND ASSIGNMENTS

Subject to approval with compliance of Section 55 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law, Philips may subcontract to service contractors of Philips’ choice any of Philips’ service obligations to Authorized User. No such subcontract will release Philips from those obligations to Authorized User. Authorized User may not assign this Agreement or the responsibility for payments due under it without Philips’ prior express written consent. Philips cannot assign this Agreement without complying with Section 56 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law.

13. SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW

Authorized User's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips’ rights, privileges and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. The failure by a Party to enforce any provision of this Agreement is not a waiver of that provision or of that Party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. The laws of the state of New York will govern any interpretation of this Agreement and dispute between Philips and Authorized User without regard to the principles of choice of law.

14. ENTIRE AGREEMENT

The terms for Entire Agreement shall be in accordance to Section 44 of Appendix B of the Centralized Contract.
HeartStart Essentials Services Agreement
Premier Readiness and/or Premier Readiness Plus Programs
New York Office of General Services Authorized Users

AGREEMENT NUMBER: ________________________________________________

This HeartStart Essentials Services Agreement is hereby entered into by and between Philips Medical Systems North America Company, a division of Philips Electronics North America Corporation (“Philips”) and the following Authorized User:

Authorized User (provide full legal name of Authorized User) ____________________________________________________

AUTHORIZED USER CONTACT INFORMATION

Name
Mailing address
Street address (if different)
Phone
Fax
Email

Philips and Authorized User (the “Parties”) agree, upon the terms and conditions set forth herein and in all addenda and exhibits attached hereto (collectively, the “Agreement”), that commencing on the Effective Date (defined in Section 1) Philips shall provide the services comprising the HeartStart Essentials program(s) (the “Program(s)”) that Authorized User has purchased hereunder as indicated in the following table:

HEARTSTART ESSENTIALS PROGRAM(S) PURCHASED

<table>
<thead>
<tr>
<th>Program</th>
<th>Term</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premier Readiness Plus</td>
<td>1-year, 3-year</td>
<td></td>
</tr>
<tr>
<td>-- Training Requested</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medic First Aid Responder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AHA HeartSaver</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premier Readiness</td>
<td>1-year, 3-year</td>
<td></td>
</tr>
</tbody>
</table>

Select Billing Option

[ ] One-Time [ ] Annual (Start of Program Year)

For the purposes of any notices to be delivered by Authorized User to Philips under this Agreement, Authorized User should direct such notices or inquiries to:

Philips Medical Systems, 2301 5th Avenue, Suite 200, Seattle, WA 98121
Attention: Katharine Harvey
Phone: 206.664.5017 • Facsimile: 206.664.5001 • Email: Katharine.Harvey@Philips.com

AUTHORIZED USER

Signature: ___________________________ Printed Name: ___________________________ Title: ___________________________ Date: ___________________________

PHILIPS ELECTRONICS NORTH AMERICA COMPANY

Signature: ___________________________ Printed Name: ___________________________ Title: ___________________________ Date: ___________________________
Philips and Authorized User hereby agree as follows:

1. SERVICES
   a) **Scope.** Authorized User has purchased one or more Programs, as indicated on the face of this Agreement. Each Program purchased by Authorized User relates to one or more particular Philips automated external defibrillator (“AED”) unit(s) that is/are under the control of Authorized User, as identified in the attached Equipment Exhibit. The various services (“Services”) comprising the Programs and additional terms and conditions of this Agreement are set forth in the attached “Program and Service Description Exhibit” (“Service Exhibit”).
   b) **General.** Subject to the terms and conditions herein, Philips will provide Authorized User with the Services. Philips will provide such Services only with respect to the particular AED units (the “Equipment”) described in the Service Exhibit. Philips will provide such Services only during the term of the Program (“Program Term”) indicated on the face of this Agreement. Each Program Term commences on the date that Philips ships to Authorized User the Equipment (the “Effective Date”) to which such Services relate and ends on the first, third or fifth anniversary thereof, as applicable.
   c) **Geographic scope.** Authorized User acknowledges and agrees Philips is under no obligation to provide Services on or to any premise outside the United States. If and to the extent (a) Philips AEDs are commercially available for purchase in other countries, and (b) applicable Services are also generally commercially available in such countries for such AEDs, then Philips shall offer such Services to Authorized User upon the terms and conditions such Services are generally offered in such countries.
   d) **HSE Representative.** Authorized User’s main points of contact with Philips will be through the HeartStart Essentials Representatives (each, a “HSE Representative”) designated by Philips and identified to Authorized User.

2) PROGRAM WARRANTY
   a) With respect to each AED unit for which Authorized User has purchased a Premier Readiness Program or Premier Readiness Plus Program hereunder, such unit shall be covered by the PHILIPS HEARTSTART ESSENTIALS PROGRAM WARRANTY (or “Program Warranty”) set forth in the Program Warranty Exhibit attached hereto.
   b) The period during which the Program Warranty for each AED unit is effective is set forth in such exhibit. Such “Warranty Period,” as described therein, will terminate upon the earliest of (i) the expiration of the applicable 1-or 3-year term of the corresponding Program, (ii) the termination of this Agreement, or (iii) the occurrence of one of the exclusions listed in the exhibit as triggering such termination.

3) AUTHORIZED USER OBLIGATIONS
   a) **Site Access and Safety.**

   Except as otherwise provided in Section 55 of Appendix B of the Centralized Contract, Authorized User will:

   i) ensure that any Authorized User site (“Site”) where an HSE representative or provider of Services hereunder (“Service Provider”) shall be asked by Authorized User to perform Services is suitably safe for such Service Provider to conduct such Service; and
ii) provide the Service Provider sufficient access to the Site’s premises and Equipment on the Site to permit Service Provider to fulfill his/her obligations.

Authorized User’s failure to provide safe and sufficient access at the scheduled time for a Service will constitute Authorized User’s waiver of such scheduled Service until such time as safe and sufficient access is provided, but does not relieve the Contractor of the obligation to perform all work in compliance with the contract terms.

b) **Web-based Services.** If Authorized User is provided access to a Service via a password-protected Philips website, Authorized User shall not disclose the password to third parties. Philips is entitled to assume that all data input, modified or deleted by Authorized User – or by a third party accessing the web-based Service utilizing a password obtained from Authorized User (whether due to Authorized User’s negligent or knowing disclosure of such password) – is accurate and authorized by Authorized User.

c) **Authorized User Responsibility for Implementation.** Authorized User acknowledges that it is the Authorized User’s responsibility to have and implement an early defibrillation plan. Philips will provide various materials to assist Authorized User in developing its early defibrillation plan.

4) **PAYMENT**

a) In consideration of Services to be rendered hereunder, Authorized User shall pay to Philips the total purchase price for all Programs purchased hereunder, as indicated in the price quote last mutually agreed to in writing by the Parties prior to the Effective Date.

b) Payment terms are subject to Philips’ approval of Authorized User credit. Payment for the total purchase price shall be in compliance with Section 64 of Appendix B of the Centralized Contract and Article 11A of the New York State Finance Law.

5) **CONFIDENTIALITY**

a) Authorized User is subject to the requirements of the Freedom of Information Law (FOIL), and therefore, agency records are presumptively subject to disclosure unless specifically exempted by statute. As a result, Authorized User is unable to grant blanket exemptions from disclosure for particular documents, because such exemptions are inimical to the policies and purposes of FOIL. Therefore, Authorized User would be unable to grant blanket trade secret exemption(s). However, in accordance with Public Officers Law §89(5) (a) (3), any information that Philips requests be exempted from disclosure pursuant to Public Officer’s Law §87 (2) (d) will be maintained apart from all other records. In the event that a FOIL request is made for such information, Authorized User will contact Philips in an effort to determine the extent to which those records might properly be exempted from disclosure under Public Officer’s Law §87(2)(d).

6) **TERM; TERMINATION**

a) This Agreement shall remain in effect until the earlier of the (1) termination as described in Section 60 of Appendix B of the Centralized Contract, (2) default as described in Section 63 of Appendix B of the Centralized Contract, (3) last to expire of the Program Terms indicated on the cover sheet hereto, or (4) termination date of the Centralized Contract ("Agreement Term").

7) **CANCELLATION REFUND**

Authorized User may terminate this Agreement for convenience at any time during the Agreement Term. In such event, Authorized User shall be entitled to a refund for each Program that it has purchased hereunder as follows:
<table>
<thead>
<tr>
<th>PROGRAM CANCELLED</th>
<th>TIMING OF CANCELLATION</th>
<th>REFUND TO AUTHORIZED USER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-year Program</td>
<td>Any time</td>
<td>No refund</td>
</tr>
<tr>
<td></td>
<td>During year 1 of the Program Term</td>
<td>50% of purchase price</td>
</tr>
<tr>
<td>3-year Program</td>
<td>During year 2 of Program Term</td>
<td>30% of purchase price</td>
</tr>
<tr>
<td></td>
<td>During year 3 of Program Term</td>
<td>No refund</td>
</tr>
</tbody>
</table>

Authorized User may receive a refund only if it has terminated the entire Agreement and all Programs purchased hereunder.

8) EXCUSABLE DELAYS

The terms for Excusable Delays shall be in accordance with Section 61 of Appendix B of the Centralized Contract.

9) WARRANTY; DISCLAIMERS

a) Philips’ entire contractual service obligations to Authorized User are described in this Agreement. Philips warrants to Authorized User that (a) Service Providers shall be adequately trained and qualified to perform the Services performed for Authorized User and (b) the Services shall be rendered in a professional and responsible manner and in compliance with federal and state laws regulating the provision of such Services. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 2) AND THIS SECTION 9), PHILIPS PROVIDES NO OTHER WARRANTY FOR THE HEARTSTART ESSENTIALS AGREEMENT WITH RESPECT TO ANYTHING PROVIDED BY PHILIPS’ SUBCONTRACTOR OR PHILIPS.

b) Authorized User agrees that Philips shall have no liability to Authorized User due to Authorized User’s failure to (a) follow or implement any recommendations or requirements with respect to Authorized User’s early defibrillation plan or the Equipment, (b) replenish or replace Equipment, including batteries, pads or components thereof, when directed to do so by Philips, its HSE representatives, the Equipment instructions for use, notification beeps from the Equipment or otherwise, or (c) properly implement its early defibrillation plan.

10) LIMITATIONS OF REMEDIES AND DAMAGES

11) The terms for Limitation of Remedies and Damages shall be in accordance with Section 76 of Appendix B of the Centralized Contract.

12) NOTICES

Any notices required by the Agreement shall be in writing, shall specifically refer to this Agreement by the Agreement Number on the face hereof and shall be sent by registered or certified airmail, postage prepaid, charges prepaid, or by overnight courier, postage prepaid and shall be forwarded to the address set forth in the Agreement unless subsequently changed by written notice to the other party. Notice shall be deemed delivered upon receipt.

INDEPENDENT CONTRACTOR

Philips is Authorized User's independent contractor. Philips' employees are under Philips’ exclusive direction and control. Philips’ subcontractor’s employees are under Philips’ subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips’ employees or Philips’ subcontractors or any of their employees as Authorized User employees, agents, joint venturers or partners.
13) SUBCONTRACTS AND ASSIGNMENTS

Subject to approval with compliance of Section 55 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law, Philips may subcontract to service contractors of Philips’ choice any of Philips’ service obligations to Authorized User. No such subcontract will release Philips from those obligations to Authorized User. Authorized User may not assign this Agreement or the responsibility for payments due under it without Philips’ prior express written consent. Philips cannot assign this Agreement without complying with Section 56 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law.

14) SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW

Authorized User’s obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips’ rights, privileges and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. The failure by a Party to enforce any provision of this Agreement is not a waiver of that provision or of that Party’s right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. The laws of the state of New York will govern any interpretation of this Agreement and dispute between Philips and Authorized User without regard to the principles of choice of law.

15) ENTIRE AGREEMENT

The terms for Entire Agreement shall be in accordance to Section 44 of Appendix B of the Centralized Contract.