

## **ESO SUBSCRIPTION AGREEMENT**

This ESO Subscription Agreement (this “**Agreement**”) is entered into as of \_\_\_\_\_ (“**Effective Date**”), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, “**ESO**”) and Union County Fire Marshal's Office on behalf of Union County, having its principal place of business at 500 N. Main St., Monroe, NC 28112 and ii) the entities listed on Exhibit A-1 to this Agreement, for whom Customer represents it possesses all necessary and proper legal authority to bind to the terms of this Agreement as though they were original signatories thereto (collectively, “**Customer**”). This Agreement consists of these terms and conditions (the “**General Terms & Conditions**”) below, the Business Associate Agreement, and any Order (as defined below) executed by the parties, including any attachments to such Order.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

### **GENERAL TERMS AND CONDITIONS**

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

“**Add-On Software**” means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

“**Customer Data**” means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

“**De-identified Data**” means Customer Data which (i) if PHI, has been deidentified in accordance with HIPAA, or (ii) if not PHI, which has had all personally identifiable information removed, as well as the names and addresses of Customer and any of its Users and/or Customer’s clients, and in each case as a consequence is neither PHI nor identifiable to or by Customer.

“**Deliverable**” means software, report, or other work product created pursuant to a Statement of Work.

“**Documentation**” means the Software’s user guides and operating manuals.

“**Feedback**” refers to any suggestion or idea for improving or otherwise modifying ESO’s products or services.

“**Integrated Service**” means a third-party hardware, software, service, website, or data that is integrated with (or interoperates) with a Service. Nonexclusive examples of Integrated Services include computer-aided dispatch (CAD), cardiac monitors and billing software.

“**Intellectual Property**” means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

“**Licensed Software**” means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer’s own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

“**New Version**” means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO’s designation of a new version number, brand or product.

“**Order**” means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Order may be (a) an ESO sales form or “Quote”, (b) a Statement of Work, or (c) an addendum or other writing which is attached or which the parties intend to be incorporated by reference into this Agreement. For the avoidance of doubt, unilateral purchase orders and other similar documents do not constitute an Ordering Document.

“**Outage**” means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

“**Professional Services**” means professional services provided by ESO under a Statement of Work.

“**Protected Health Information**” or “**PHI**” has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

“**Reporting Services**” means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

“**SaaS**” means software-as-a-service that ESO hosts (directly or indirectly) for Customer’s use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

**“Scheduled Downtime”** means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

**“Software”** means any ESO computer program, programming or modules specified in the Agreement or any Order. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

**“Support Services”** means those services described in Exhibit B.

**“Third-Party Data”** means data not owned by ESO but which is (or access to which is) provided by ESO under an Order (such as fire codes or AAAM AIS codes).

**“Third-Party Service”** means a service not provided by ESO but which is made available by ESO in connection with its Software under an Order.

**“Third-Party Software”** means software not owned by ESO but which is (or access to which is) provided by ESO under an or Order.

**“Use Restrictions”** means the restrictions imposed on Customer’s use of Software as described in Section 3.3.

**“User”** means any individual who uses the Software on Customer’s behalf through Customer’s account or passwords.

**2. SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Order. Customer’s license to Licensed Software and its subscription to SaaS are set forth below. Each such Order is incorporated herein by reference.

### **3. LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1. Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Order, subject to Customer’s compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Order and as necessary for Customer’s internal business purposes, in each case subject to Customer’s compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Order).

3.4. Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, and Feedback, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer’s rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software “EMS1 Academy” and/or “FireRescue1 Academy” and/or “EMS1 & FireRescue1 Academy – Implementation and Configuration” and/or “Learning Management System” and/or “EVALS Implementation” (collectively, “**Education**”) is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at <https://www.lexipol.com/terms-and-conditions/>, which shall supersede this Agreement as it applies to Customer’s use of Education and any Customer Data stored therein.

3.5.2. Third-Party Data. If Customer (as indicated on an Order) elects to license Third-Party Data (e.g., fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer’s internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Order, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any

proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Order.

- 3.6. Integrated Services. Customer is responsible for securing the right for ESO to receive, transmit, process, display, and store all data (“Integrated Data”) from and to any Integrated Service to the extent required for ESO to perform its obligations and exercise its rights under this Agreement. ESO’s obligation to support Integrated Services is contingent upon Customer securing such rights. Customer’s failure to secure such rights does not terminate or suspend Customer’s obligation to pay Fees. Customer bears (and shall hold ESO harmless, to the extent allowable by applicable North Carolina law, from) all risks associated with access to and use of Integrated Services and Integrated Data. Any Integrated Data made accessible by ESO in or through the Integrated Service is provided on an “as-is” and “as available” basis without any warranty of any kind. Customer acknowledges that ESO is not responsible for and under no obligation to control, monitor or correct Integrated Data; provided, however, ESO reserves the right to take remedial action if any such data violates applicable law or this Agreement, including without limitation, the removal of, or disablement of access to, such data and the Integrated Service. Customer acknowledges that ESO’s ability to deliver each Service is contingent upon Customer or User’s compliance with this Agreement and any applicable third party’s terms of use. Accordingly, if ESO’s performance under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, or third-party vendors (other than ESO) (“Customer Delay”), ESO shall not be deemed in breach of its obligations under this Agreement or otherwise be liable for any costs or losses of Customer (in each case, to the extent arising directly or indirectly from Customer Delay).
- 3.7. Third Party APIs. Customer acknowledges that: (i) the nature, type, quality and availability of Integrated Data and Integrated Services may change at any time during the Term, and (ii) features of the Integrated Service that integrate or interoperate with third parties and Integrated Data depend on the continuing availability of such third parties’ respective application programming interfaces (“APIs”) for use with the Integrated Service. ESO may update, change or modify the Integrated Services under this Agreement because of a change in, or unavailability of, such Integrated Data or APIs. If any third-party ceases to make its Integrated Data or APIs available on reasonable terms for the Integrated Services, as determined by ESO in its sole discretion, ESO may cease providing access to or support for the affected Integrated Data or Integrated Service without any liability to Customer. Any changes to Integrated Data or APIs, including their availability or unavailability, during the Term does not affect Customer’s obligations under this Agreement or the applicable Order, and Customer will not be entitled to any reduction in fees, refund, credit or other compensation due to any such changes.

#### 4. HOSTING, SLA & SUPPORT SERVICES

- 4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.
- 4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the “**Uptime Commitment**”), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer’s sole remedy for ESO’s breach of the Uptime Commitment.
- 4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer’s Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO’s control.
- 4.4. Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference. ESO may update and revise its Software, providing reasonable notice in the case of any material diminishment.

#### 5. FEES

- 5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Order(s) (collectively, “**Fees**”). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.
- 5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a “**Third-Party Payer**”), then (i) each applicable Order will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term’s renewal), (iv) references within this Section 5 to Customer’s responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.
- 5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by 5% each year this Agreement is in effect.
- 5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all

taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

- 5.5. Appropriation of Funds. If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.
- 5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Order. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Order (an "**Overage**"), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

## 6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement (the "**Term**") commences on the Effective Date. The subscription term shall begin 15 calendar days after the Effective Date (Subscription Start Date) and will renew for successive one-year periods on the anniversary of the Subscription Start Date, continuing for the period of three (3) years. Thereafter, the Customer shall have the option to renew the Agreement for two successive one-year periods by providing written notice at least 60 days prior to the date of termination.
- 6.2. Termination for Cause. Either party may terminate this Agreement or any individual Order for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.
- 6.3. Effect of Termination. If Customer terminates this Agreement or any Order as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software. Upon termination of this Agreement or any Order, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer's Agreement includes a multi-year discount plan with diminishing discounts, and Customer terminates the Agreement prior to the completion of the discount plan, Customer shall promptly pay ESO's invoice recouping such discounts for a maximum of two years prior to the date of termination. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.
- 6.4. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

## 7. REPRESENTATIONS AND WARRANTIES

- 7.1. Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.
  - 7.2. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.
  - 7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.
8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

## 9. CONFIDENTIALITY

- 9.1. "**Confidential Information**" refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper

action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (which shall be governed by the Business Associate Agreement rather than this Section).

- 9.2. **Nondisclosure.** Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "**Purpose**"). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.
- 9.3. **Termination & Return.** With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.
- 9.4. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto.
- 9.5. **Open Records and Other Laws.** Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.
10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:
- 10.1. Commercial general liability insurance with a minimum of \$1 million per occurrence and \$1 million aggregate;
- 10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of \$1 million for bodily injury and property damage liability;
- 10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of \$1 million each accident or disease; and
- 10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of \$1 million.
- 10.5. ESO agrees to comply with the additional insurance terms on the attached Exhibit D, which is incorporated herein by reference.

## 11. INDEMNIFICATION

- 11.1. **IP Infringement.** Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) ("**Damages**") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an "**Indemnified Claim**"). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO may at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Order, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Order. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.
- 11.2. **Indemnification Procedures.** Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent.

The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

## 12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF DAMAGES.** NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **SPECIFIC LIABILITY.** LIABILITY SHALL BE LIMITED AS FOLLOWS:

- (a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO \$500,000.
- (b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO \$1,000,000.
- (c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3. **GENERAL LIABILITY.** EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ORDER OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

## 13. CUSTOMER DATA & PRIVACY

13.1. **Ownership of Data.** As between ESO and Customer, all Customer Data shall be owned by Customer.

13.2. **Use of Customer Data.** Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3. **De-identified Data.** CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE DE-IDENTIFIED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL DE-IDENTIFIED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4. **Internet Access.** Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

## 14. WORK PRODUCT

14.1. **Work Product Ownership.** In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Order gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

## 15. GOVERNMENT PROVISIONS

15.1. **Compliance with Laws.** Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement (provided that Customer shall be solely responsible for any such notice required to be given to its employees, agents or patients). Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives

under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

- 15.2. Business Associate Agreement. The parties agree to the terms of the Business Associate Agreement attached as Exhibit C and incorporated herein by reference.
- 15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).
- 15.4. Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

## 16. PHI ACCURACY & COMPLETENESS

- 16.1. Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.
- 16.2. HDE Customer Certifications. In the interest of furthering community health through the power of data, ESO encourages Customers subscribing to ESO's Health Data Exchange ("HDE") Software to empower joint healthcare providers by incorporating relevant, HIPAA-compliant data elements in Customer's outgoing patient care records delivered through HDE. ESO shall annually accredit qualifying customers with Gold, Silver, or Bronze level certifications in accordance with Exhibit C, and Customer may reference such certification in marketing materials.

## 17. MISCELLANEOUS

- 17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.
- 17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.
- 17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- 17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.5. Subcontracting. Except for Support Services, and training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.
- 17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.
- 17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Order.

- 17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.
- 17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.
- 17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.
- 17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.
- 17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a "**Dispute**") will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- 17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.
- 17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- 17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).
- 17.17. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Order, with most recent Order taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.
- 17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.
- 17.19. Signatures. Electronic signatures on this Agreement or on any Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[signature page follows]



---

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**ESO Solutions, Inc.**

**Customer**

By: \_\_\_\_\_  
*(signature)*

By: \_\_\_\_\_  
*(signature)*

Name: \_\_\_\_\_  
*(print name)*

Name: Brian W. Matthews  
*(print name)*

Title: \_\_\_\_\_  
*(print title)*

Title: County Manager, Union County  
*(print title)*

This Instrument Has Been Preaudited In The  
Manner Required By The Local Government  
Budget And Fiscal Control Act

\_\_\_\_\_  
Deputy Finance Officer

Approved as to Legal Form: CJB

**EXHIBIT A-1**  
**SAAS SOFTWARE**

1. The SaaS subscription term shall begin 15 calendar days after the Effective Date (“SaaS Subscription Start Date”). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.
2. Customer hereby orders, and agrees to timely pay for, the following products according to the schedules below. For the avoidance of doubt, Customer has agreed to pay for such products for the benefit of and use by each participating agency listed therein. The products and services for each participating agency may reflect existing subscriptions, upgrades, or new Orders as applicable to such agency.

**2.1 Union County Fire Marshal's Office**

<b>Scheduling</b>					
Product	Volume	Price	Discount	Total	Fee Type
ESO Scheduling	7 Employees	\$795.00	( \$238.50 )	\$556.50	Recurring

  

<b>Fire</b>					
Product	Volume	Price	Discount	Total	Fee Type
ESO Fire Incidents	327 Fire Incidents	\$855.00	( \$256.50 )	\$598.50	Recurring
ESO Inspections	327 Fire Incidents	\$428.00	( \$128.40 )	\$299.60	Recurring
ESO Properties	327 Fire Incidents	\$513.00	( \$153.90 )	\$359.10	Recurring
ESO Activities	327 Fire Incidents	\$342.00	( \$102.60 )	\$239.40	Recurring
Fire Umbrella for Incident Reporting	1	\$695.00	( \$208.50 )	\$486.50	Recurring
Fire Incidents CAD Integration	327 Fire Incidents	\$330.00	( \$99.00 )	\$231.00	Recurring
Fire - Training Travel Costs	5 Travel Cost	\$1,250.00	( \$250.00 )	\$1,000.00	One-time
Fire Setup & Online Training	18 Sessions	\$10,710.00	( \$3,841.20 )	\$6,868.80	One-time
Fire Incidents NFIRS Data Import	327 Fire Incidents	\$1,995.00	( \$1,995.00 )	\$0.00	One-time
Fire - Training	5 Days	\$5,975.00	( \$1,195.00 )	\$4,780.00	One-time
Properties & Inspections Data Import	327 Fire Incidents	\$1,995.00	( \$1,995.00 )	\$0.00	One-time

  

<b>Personnel Management</b>					
Product	Volume	Price	Discount	Total	Fee Type
Personnel Management	7 Employees	\$445.00	( \$133.50 )	\$311.50	Recurring
Personnel Management Data Migration	7 Employees	\$75.00	( \$75.00 )	\$0.00	One-time

  

<b>Asset Management/Checklist</b>					
Product	Volume	Price	Discount	Total	Fee Type
ESO Checklists	327 Fire Incidents	\$317.00	( \$95.10 )	\$221.90	Recurring
ESO Asset Management	327 Fire Incidents	\$396.00	( \$118.80 )	\$277.20	Recurring

  

<b>On Demand Learning</b>					
Product	Volume	Price	Discount	Total	Fee Type
On Demand Learning - One Year Access	7 Employees		( \$0.00 )	\$0.00	One-time

  

	<b>Total Recurring Fees</b>	\$	3,581.20
	<b>Total One-Time Fees</b>	\$	12,648.80
	<b>TOTAL FEES</b>	\$	16,230.00

## 2.2 Allens Crossroads Fire

Personnel Management			
Product	Volume	Total	Fee Type
Personnel Management	12 Employees	\$591.50	Recurring
Personnel Management Data Migration	12 Employees	\$0.00	One-time

Asset Management/Checklist			
Product	Volume	Total	Fee Type
ESO Checklists	314 Fire Incidents	\$221.90	Recurring
ESO Asset Management	314 Fire Incidents	\$277.20	Recurring

Fire			
Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	314 Fire Incidents	\$231.00	Recurring
ESO Fire Incidents	314 Fire Incidents	\$598.50	Recurring
ESO Properties	314 Fire Incidents	\$359.10	Recurring
ESO Activities	314 Fire Incidents	\$239.40	Recurring
Properties & Inspections Data Import	314 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	314 Fire Incidents	\$0.00	One-time

Scheduling			
Product	Volume	Total	Fee Type
ESO Scheduling	12 Employees	\$556.50	Recurring

EHR			
Product	Volume	Total	Fee Type
EHR Access	190 Incidents	\$547.00	Recurring
EHR CAD Integration	190 Incidents	\$0.00	Recurring
NEMIS Data Import (One-Time)	190 Incidents	\$0.00	One-time

On Demand Learning			
Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	12 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	3,622.10
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	3,622.10

### 2.3 Bakers Volunteer Fire & Rescue Department Inc

Personnel Management			
Product	Volume	Total	Fee Type
Personnel Management	26 Employees	\$1,046.50	Recurring
Personnel Management Data Migration	26 Employees	\$0.00	One-time

  

Asset Management/Checklist			
Product	Volume	Total	Fee Type
ESO Checklists	1866 Fire Incidents	\$580.30	Recurring
ESO Asset Management	1866 Fire Incidents	\$725.20	Recurring

  

Fire			
Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	1866 Fire Incidents	\$390.60	Recurring
ESO Fire Incidents	1866 Fire Incidents	\$1,046.50	Recurring
ESO Properties	1866 Fire Incidents	\$627.90	Recurring
ESO Activities	1866 Fire Incidents	\$418.60	Recurring
Properties & Inspections Data Import	1866 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	1866 Fire Incidents	\$0.00	One-time

  

Scheduling			
Product	Volume	Total	Fee Type
ESO Scheduling - API/Third-Party Interface	26 Employees	\$697.17	Recurring

  

EHR			
Product	Volume	Total	Fee Type
EHR Access	981 Incidents	\$1,393.00	Recurring
EHR CAD Integration	981 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	981 Incidents	\$0.00	One-time

  

On Demand Learning			
Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	26 Employees	\$0.00	One-time

  

	<b>Total Recurring Fees</b>	\$	6,925.77
	<b>Total One-Time Fees</b>	\$	0.00
	<b>TOTAL FEES</b>	\$	6,925.77

## 2.4 Beaver Lane Volunteer Fire Department

### Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	13 Employees	\$591.50	Recurring
Personnel Management Data Migration	13 Employees	\$0.00	One-time

### Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Checklists	1224 Fire Incidents	\$356.30	Recurring
ESO Asset Management	1224 Fire Incidents	\$445.20	Recurring

### Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	1224 Fire Incidents	\$278.60	Recurring
ESO Fire Incidents	1224 Fire Incidents	\$696.50	Recurring
ESO Properties	1224 Fire Incidents	\$417.90	Recurring
ESO Activities	1224 Fire Incidents	\$278.60	Recurring
Properties & Inspections Data Import	1224 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	1224 Fire Incidents	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling	13 Employees	\$556.50	Recurring

### EHR

Product	Volume	Total	Fee Type
EHR Access	542 Incidents	\$903.00	Recurring
EHR CAD Integration	542 Incidents	\$0.00	Recurring
NEMSIS Data Import (One-Time)	542 Incidents	\$0.00	One-time

### On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	13 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	4,524.10
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	4,524.10

## 2.5 Fairview Fire & Rescue

Personnel Management			
Product	Volume	Total	Fee Type
Personnel Management	16 Employees	\$591.50	Recurring
Personnel Management Data Migration	16 Employees	\$0.00	One-time

  

Asset Management/Checklist			
Product	Volume	Total	Fee Type
ESO Checklists	550 Fire Incidents	\$221.90	Recurring
ESO Asset Management	550 Fire Incidents	\$277.20	Recurring

  

Fire			
Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	550 Fire Incidents	\$231.00	Recurring
ESO Fire Incidents	550 Fire Incidents	\$598.50	Recurring
ESO Properties	550 Fire Incidents	\$359.10	Recurring
ESO Activities	550 Fire Incidents	\$239.40	Recurring
Properties & Inspections Data Import	550 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	550 Fire Incidents	\$0.00	One-time

  

Scheduling			
Product	Volume	Total	Fee Type
ESO Scheduling	16 Employees	\$556.50	Recurring

  

EHR			
Product	Volume	Total	Fee Type
EHR Access	285 Incidents	\$547.00	Recurring
EHR CAD Integration	285 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	285 Incidents	\$0.00	One-time

  

On Demand Learning			
Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	16 Employees	\$0.00	One-time

  

	<b>Total Recurring Fees</b>	\$	3,622.10
	<b>Total One-Time Fees</b>	\$	0.00
	<b>TOTAL FEES</b>	\$	3,622.10

## 2.6 Griffith Road Fire Department

Personnel Management			
Product	Volume	Total	Fee Type
Personnel Management	8 Employees	\$311.50	Recurring
Personnel Management Data Migration	8 Employees	\$0.00	One-time

  

Asset Management/Checklist			
Product	Volume	Total	Fee Type
ESO Checklists	205 Fire Incidents	\$221.90	Recurring
ESO Asset Management	205 Fire Incidents	\$277.20	Recurring

  

Fire			
Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	205 Fire Incidents	\$231.00	Recurring
ESO Fire Incidents	205 Fire Incidents	\$598.50	Recurring
ESO Properties	205 Fire Incidents	\$359.10	Recurring
ESO Activities	205 Fire Incidents	\$239.40	Recurring
Properties & Inspections Data Import	205 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	205 Fire Incidents	\$0.00	One-time

  

Scheduling			
Product	Volume	Total	Fee Type
ESO Scheduling	8 Employees	\$556.50	Recurring

  

EHR			
Product	Volume	Total	Fee Type
EHR Access	105 Incidents	\$547.00	Recurring
EHR CAD Integration	105 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	105 Incidents	\$0.00	One-time

  

On Demand Learning			
Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	8 Employees	\$0.00	One-time

  

	<b>Total Recurring Fees</b>	\$	3,342.10
	<b>Total One-Time Fees</b>	\$	0.00
	<b>TOTAL FEES</b>	\$	3,342.10

## 2.7 Hemby Bridge Fire Department

### Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	14 Employees	\$591.50	Recurring
Personnel Management Data Migration	14 Employees	\$0.00	One-time

### Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Checklists	2620 Fire Incidents	\$893.90	Recurring
ESO Asset Management	2620 Fire Incidents	\$1,117.20	Recurring

### Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	2620 Fire Incidents	\$502.60	Recurring
ESO Fire Incidents	2620 Fire Incidents	\$1,396.50	Recurring
ESO Properties	2620 Fire Incidents	\$837.90	Recurring
ESO Activities	2620 Fire Incidents	\$558.60	Recurring
Properties & Inspections Data Import	2620 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	2620 Fire Incidents	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling - API/Third-Party Interface	14 Employees	\$697.50	Recurring

### EHR

Product	Volume	Total	Fee Type
EHR Access	1468 Incidents	\$2,359.00	Recurring
EHR CAD Integration	1468 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	1468 Incidents	\$0.00	One-time

### On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	14 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	8,954.70
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	8,954.70



## 2.8 Jackson Volunteer Fire and Rescue

Personnel Management			
Product	Volume	Total	Fee Type
Personnel Management	12 Employees	\$591.50	Recurring
Personnel Management Data Migration	12 Employees	\$0.00	One-time

  

Asset Management/Checklist			
Product	Volume	Total	Fee Type
ESO Checklists	683 Fire Incidents	\$356.30	Recurring
ESO Asset Management	683 Fire Incidents	\$445.20	Recurring

  

Fire			
Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	683 Fire Incidents	\$278.60	Recurring
ESO Fire Incidents	683 Fire Incidents	\$696.50	Recurring
ESO Properties	683 Fire Incidents	\$417.90	Recurring
ESO Activities	683 Fire Incidents	\$278.60	Recurring
Properties & Inspections Data Import	683 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	683 Fire Incidents	\$0.00	One-time

  

Scheduling			
Product	Volume	Total	Fee Type
ESO Scheduling - API/Third-Party Interface	12 Employees	\$697.17	Recurring

  

EHR			
Product	Volume	Total	Fee Type
EHR Access	368 Incidents	\$903.00	Recurring
EHR CAD Integration	368 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	368 Incidents	\$0.00	One-time

  

On Demand Learning			
Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	12 Employees	\$0.00	One-time

  

<b>Total Recurring Fees</b>	\$	4,664.77
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	4,664.77

## 2.9 Lanes Creek Volunteer Fire Department

### Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	12 Employees	\$591.50	Recurring
Personnel Management Data Migration	12 Employees	\$0.00	One-time

### Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Checklists	303 Fire Incidents	\$221.90	Recurring
ESO Asset Management	303 Fire Incidents	\$277.20	Recurring

### Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	303 Fire Incidents	\$231.00	Recurring
ESO Fire Incidents	303 Fire Incidents	\$598.50	Recurring
ESO Properties	303 Fire Incidents	\$359.10	Recurring
ESO Activities	303 Fire Incidents	\$239.40	Recurring
Properties & Inspections Data Import	303 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	303 Fire Incidents	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling	12 Employees	\$556.50	Recurring

### EHR

Product	Volume	Total	Fee Type
EHR Access	182 Incidents	\$547.00	Recurring
EHR CAD Integration	182 Incidents	\$0.00	Recurring
NEMSIS Data Import (One-Time)	182 Incidents	\$0.00	One-time

### On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	12 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	3,622.10
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	3,622.10

## 2.10 Mineral Springs Volunteer FD

### Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	27 Employees	\$1,046.50	Recurring
Personnel Management Data Migration	27 Employees	\$0.00	One-time

### Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Checklists	1312 Fire Incidents	\$580.30	Recurring
ESO Asset Management	1312 Fire Incidents	\$725.20	Recurring

### Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	1312 Fire Incidents	\$390.60	Recurring
ESO Fire Incidents	1312 Fire Incidents	\$1,046.50	Recurring
ESO Properties	1312 Fire Incidents	\$627.90	Recurring
ESO Activities	1312 Fire Incidents	\$418.60	Recurring
Properties & Inspections Data Import	1312 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	1312 Fire Incidents	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling	27 Employees	\$556.50	Recurring

### EHR

Product	Volume	Total	Fee Type
EHR Access	669 Incidents	\$1,393.00	Recurring
EHR CAD Integration	669 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	669 Incidents	\$0.00	One-time

### On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	27 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	6,785.10
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	6,785.10

## 2.11 Monroe Fire Department

Personnel Management			
Product	Volume	Total	Fee Type
Personnel Management	97 Employees	\$2,236.50	Recurring
Personnel Management Data Migration	97 Employees	\$0.00	One-time

  

Asset Management/Checklist			
Product	Volume	Total	Fee Type
ESO Checklists	4363 Fire Incidents	\$1,028.30	Recurring
ESO Asset Management	4363 Fire Incidents	\$1,285.20	Recurring

  

Fire			
Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	4363 Fire Incidents	\$642.60	Recurring
ESO Fire Incidents	4363 Fire Incidents	\$2,096.50	Recurring
ESO Inspections	4363 Fire Incidents	\$1,048.60	Recurring
ESO Properties	4363 Fire Incidents	\$1,257.90	Recurring
ESO Activities	4363 Fire Incidents	\$838.60	Recurring
Properties & Inspections Data Import	4363 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	4363 Fire Incidents	\$0.00	One-time

  

Scheduling			
Product	Volume	Total	Fee Type
ESO Scheduling	97 Employees	\$2,096.50	Recurring

  

EHR			
Product	Volume	Total	Fee Type
EHR Access	4175 Incidents	\$4,318.00	Recurring
EHR CAD Integration	4175 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	4175 Incidents	\$0.00	One-time

  

On Demand Learning			
Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	97 Employees	\$0.00	One-time

  

<b>Total Recurring Fees</b>	<b>\$</b>	<b>16,848.70</b>
<b>Total One-Time Fees</b>	<b>\$</b>	<b>0.00</b>
<b>TOTAL FEES</b>	<b>\$</b>	<b>16,848.70</b>

## 2.12 New Salem Volunteer Fire Department

### Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	19 Employees	\$591.50	Recurring
Personnel Management Data Migration	19 Employees	\$0.00	One-time

### Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Checklists	633 Fire Incidents	\$356.30	Recurring
ESO Asset Management	633 Fire Incidents	\$445.20	Recurring

### Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	633 Fire Incidents	\$278.60	Recurring
ESO Fire Incidents	633 Fire Incidents	\$696.50	Recurring
ESO Properties	633 Fire Incidents	\$417.90	Recurring
ESO Activities	633 Fire Incidents	\$278.60	Recurring
Properties & Inspections Data Import	633 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	633 Fire Incidents	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling	19 Employees	\$556.50	Recurring

### EHR

Product	Volume	Total	Fee Type
EHR Access	454 Incidents	\$903.00	Recurring
EHR CAD Integration	454 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	454 Incidents	\$0.00	One-time

### On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	19 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	4,524.10
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	4,524.10

## 2.13 Sandy Ridge Fire Department

### Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	10 Employees	\$591.50	Recurring
Personnel Management Data Migration	10 Employees	\$0.00	One-time

### Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Checklists	442 Fire Incidents	\$221.90	Recurring
ESO Asset Management	442 Fire Incidents	\$277.20	Recurring

### Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	442 Fire Incidents	\$231.00	Recurring
ESO Fire Incidents	442 Fire Incidents	\$598.50	Recurring
ESO Properties	442 Fire Incidents	\$359.10	Recurring
ESO Activities	442 Fire Incidents	\$239.40	Recurring
Properties & Inspections Data Import	442 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	442 Fire Incidents	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling	10 Employees	\$556.50	Recurring

### EHR

Product	Volume	Total	Fee Type
EHR Access	222 Incidents	\$547.00	Recurring
EHR CAD Integration	222 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	222 Incidents	\$0.00	One-time

### On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	10 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	3,622.10
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	3,622.10

## 2.14 Stack Road Fire Department

Personnel Management			
Product	Volume	Total	Fee Type
Personnel Management	7 Employees	\$311.50	Recurring
Personnel Management Data Migration	7 Employees	\$0.00	One-time

  

Asset Management/Checklist			
Product	Volume	Total	Fee Type
ESO Checklists	308 Fire Incidents	\$221.90	Recurring
ESO Asset Management	308 Fire Incidents	\$277.20	Recurring

  

Fire			
Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	308 Fire Incidents	\$231.00	Recurring
ESO Fire Incidents	308 Fire Incidents	\$598.50	Recurring
ESO Properties	308 Fire Incidents	\$359.10	Recurring
ESO Activities	308 Fire Incidents	\$239.40	Recurring
Properties & Inspections Data Import	308 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	308 Fire Incidents	\$0.00	One-time

  

Scheduling			
Product	Volume	Total	Fee Type
ESO Scheduling	7 Employees	\$556.50	Recurring

  

EHR			
Product	Volume	Total	Fee Type
EHR Access	190 Incidents	\$547.00	Recurring
EHR CAD Integration	190 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	190 Incidents	\$0.00	One-time

  

On Demand Learning			
Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	7 Employees	\$0.00	One-time

  

	<b>Total Recurring Fees</b>	\$	3,342.10
	<b>Total One-Time Fees</b>	\$	0.00
	<b>TOTAL FEES</b>	\$	3,342.10

## 2.15 Stallings Fire Department

### Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	14 Employees	\$591.50	Recurring
Personnel Management Data Migration	14 Employees	\$0.00	One-time

### Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Checklists	2504 Fire Incidents	\$893.90	Recurring
ESO Asset Management	2504 Fire Incidents	\$1,117.20	Recurring

### Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	2504 Fire Incidents	\$502.60	Recurring
ESO Fire Incidents	2504 Fire Incidents	\$1,396.50	Recurring
ESO Properties	2504 Fire Incidents	\$837.90	Recurring
ESO Activities	2504 Fire Incidents	\$558.60	Recurring
Properties & Inspections Data Import	2504 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	2504 Fire Incidents	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling	14 Employees	\$556.50	Recurring

### EHR

Product	Volume	Total	Fee Type
EHR Access	1022 Incidents	\$1,393.00	Recurring
EHR CAD Integration	1022 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	1022 Incidents	\$0.00	One-time

### On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	14 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	7,847.70
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	7,847.70



## 2.16 Waxhaw Community Volunteer Fire Department and Rescue Squad

### Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	31 Employees	\$1,046.50	Recurring
Personnel Management Data Migration	31 Employees	\$0.00	One-time

### Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Checklists	1771 Fire Incidents	\$580.30	Recurring
ESO Asset Management	1771 Fire Incidents	\$725.20	Recurring

### Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	1771 Fire Incidents	\$390.60	Recurring
ESO Fire Incidents	1771 Fire Incidents	\$1,046.50	Recurring
ESO Inspections	1771 Fire Incidents	\$523.60	Recurring
ESO Properties	1771 Fire Incidents	\$627.90	Recurring
ESO Activities	1771 Fire Incidents	\$418.60	Recurring
Properties & Inspections Data Import	1771 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	1771 Fire Incidents	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling - API/Third-Party Interface	31 Employees	\$697.17	Recurring

### EHR

Product	Volume	Total	Fee Type
EHR Access	1083 Incidents	\$1,393.00	Recurring
EHR CAD Integration	1083 Incidents	\$0.00	Recurring
NEMSIS Data Import (One-Time)	1083 Incidents	\$0.00	One-time

### On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	31 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	7,449.37
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	7,449.37

## 2.17 Unionville Fire Department

### Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	32 Employees	\$1,046.50	Recurring
Personnel Management Data Migration	32 Employees	\$0.00	One-time

### Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Checklists	1403 Fire Incidents	\$580.30	Recurring
ESO Asset Management	1403 Fire Incidents	\$725.20	Recurring

### Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	1403 Fire Incidents	\$390.60	Recurring
ESO Fire Incidents	1403 Fire Incidents	\$1,046.50	Recurring
ESO Properties	1403 Fire Incidents	\$627.90	Recurring
ESO Activities	1403 Fire Incidents	\$418.60	Recurring
Properties & Inspections Data Import	1403 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	1403 Fire Incidents	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling - API/Third-Party Interface	32 Employees	\$697.17	Recurring

### EHR

Product	Volume	Total	Fee Type
EHR Access	877 Incidents	\$1,393.00	Recurring
EHR CAD Integration	877 Incidents	\$0.00	Recurring
NEMESIS Data Import (One-Time)	877 Incidents	\$0.00	One-time

### On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	32 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	6,925.77
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	6,925.77

## 2.18 Wesley Chapel Fire Department

### Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	52 Employees	\$1,641.50	Recurring
Personnel Management Data Migration	52 Employees	\$0.00	One-time

### Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Checklists	2701 Fire Incidents	\$893.90	Recurring
ESO Asset Management	2701 Fire Incidents	\$1,117.20	Recurring

### Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	2701 Fire Incidents	\$502.60	Recurring
ESO Fire Incidents	2701 Fire Incidents	\$1,396.50	Recurring
ESO Properties	2701 Fire Incidents	\$837.90	Recurring
ESO Activities	2701 Fire Incidents	\$558.60	Recurring
Properties & Inspections Data Import	2701 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	2701 Fire Incidents	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling - API/Third-Party Interface	52 Employees	\$997.50	Recurring

### EHR

Product	Volume	Total	Fee Type
EHR Access	1262 Incidents	\$3,019.00	Recurring
EHR CAD Integration	1262 Incidents	\$0.00	Recurring
NEMSIS Data Import (One-Time)	1262 Incidents	\$0.00	One-time

### On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	52 Employees	\$0.00	One-time

<b>Total Recurring Fees</b>	\$	10,964.70
<b>Total One-Time Fees</b>	\$	0.00
<b>TOTAL FEES</b>	\$	10,964.70

**2.19 Wingate Volunteer Fire Department Inc.**

<b>Personnel Management</b>			
Product	Volume	Total	Fee Type
Personnel Management	48 Employees	\$1,046.50	Recurring
Personnel Management Data Migration	48 Employees	\$0.00	One-time

  

<b>Asset Management/Checklist</b>			
Product	Volume	Total	Fee Type
ESO Checklists	2139 Fire Incidents	\$580.30	Recurring
ESO Asset Management	2139 Fire Incidents	\$725.20	Recurring

  

<b>Fire</b>			
Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	2139 Fire Incidents	\$390.60	Recurring
ESO Fire Incidents	2139 Fire Incidents	\$1,046.50	Recurring
ESO Properties	2139 Fire Incidents	\$627.90	Recurring
ESO Activities	2139 Fire Incidents	\$418.60	Recurring
Properties & Inspections Data Import	2139 Fire Incidents	\$0.00	One-time
Fire Incidents NFIRS Data Import	2139 Fire Incidents	\$0.00	One-time

  

<b>Scheduling</b>			
Product	Volume	Total	Fee Type
ESO Scheduling - API/Third-Party Interface	48 Employees	\$697.17	Recurring

  

<b>EHR</b>			
Product	Volume	Total	Fee Type
EHR Access	721 Incidents	\$1,393.00	Recurring
EHR CAD Integration	721 Incidents	\$0.00	Recurring
NEMSIS Data Import (One-Time)	721 Incidents	\$0.00	One-time

  

<b>On Demand Learning</b>			
Product	Volume	Total	Fee Type
On Demand Learning - One Year Access	48 Employees	\$0.00	One-time

  

	<b>Total Recurring Fees</b>	\$	6,925.77
	<b>Total One-Time Fees</b>	\$	0.00
	<b>TOTAL FEES</b>	\$	6,925.77

**Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.**

- Unless indicated below, no Third-Party Payer is responsible for any products Fees.
- All the Fees above will be invoiced by ESO as follows unless otherwise arranged with a Third-Party Payer:

- 4.1. All invoicing to be sent to Union County with provided contact(s) email(s) from Customer.
- 4.2. During the first year, all Fees shall be invoiced on or about the Effective Date.
- 4.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.

**EXHIBIT B**  
**SUPPORT SERVICES**

1. **DEFINITIONS.** Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.
  - 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
  - 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
  - 1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.
  - 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
  - 1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.
  - 1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.
  - 1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).
  - 1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g., a User cannot access the Software due to unscheduled downtime or an Outage).
  - 1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (e.g., a User cannot access a core component of the Software).
  - 1.10. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g., User is experiencing latency in reports).
  - 1.11. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.
  - 1.12. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.
  - 1.13. "Online Support" means information available through ESO's website ([www.eso.com](http://www.eso.com)), including frequently asked questions and bug reporting via Live Chat.
  - 1.14. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.
  - 1.15. "Update" means an update or revision to Software, typically for Error Correction.
  - 1.16. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.
  - 1.17. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.
2. **SUPPORT SERVICES.**
  - 2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.
  - 2.2. ESO will provide Support Services consisting of (a) Error Correction(s); (b) Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

- 2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.
- 2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.
- 2.5. ESO will provide responses to a technology and/or security assessment of reasonable detail (a "Tech Assessment") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.

**ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via ESO's Support Request Form link ([New Case Form - ESO](#)) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

- 2.6. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.
- 2.7. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.
- 2.8. Severity 3 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.
- 2.9. Severity 4 Error. ESO shall provide an Initial Response within seven calendar days.

- 3. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

4. **EXCLUSIONS.**

- 4.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.
- 4.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.
- 4.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.
- 4.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

- 5. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

\* \* \* \* \*

**EXHIBIT C**  
**HIPAA ADDENDUM**  
**(BUSINESS ASSOCIATE AGREEMENT)**

I. **REFERENCES AND DEFINITIONS**

(a) “Covered Entity” refers to Union County.

(b) “Business Associate” refers to ESO Solution, Inc.

(c) “Agreement” refers to the ESO Services Agreement between Covered Entity and Business Associate dated \_\_\_\_\_ (the “Underlying Agreement”), pursuant to which Business Associate provides services to Covered Entity involving the use or disclosure of Protected Health Information (defined below).

(d) “HIPAA” or “HIPAA Regulations” refer to those federal regulations created pursuant to Section 261 through 264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, found at 45 CFR Parts 160 and 164.

(e) “Protected Health Information” or “PHI” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual that is not public. “Protected Health Information” includes, without limitation, “Electronic Protected Health Information,” as defined below.

(f) “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information which is transmitted by, or maintained in, “Electronic Media” (as defined under HIPAA).

(g) “Designated Record Set” means the medical records and billing records about individuals maintained by or for a health care provider; and “Record”, as it appears in the phrase Designated Record Set, means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity, including videotapes from diagnostic studies, x-ray films, ultrasound images, and all other types of information.

(h) “Security Incident” means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

*© 2003 Smith Moore LLP, based in part upon the template by NCHICA, as modified by Union County Legal Department. All rights reserved.*



(i) “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted by 45 CFR 164 Subpart E which compromises the security or privacy of the PHI.

(j) “HITECH Act” means the “Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5).

(k) “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 CFR 164.402.

(l) “De-identified Data” means PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement that is provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH ACT.

(m) All other capitalized terms appearing in this Addendum shall have the definitions set forth under HIPAA.

## II. COORDINATION WITH HIPAA

In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of HIPAA, as amended, HIPAA Regulations in effect at the time shall control. Where provisions of this Addendum are different than those mandated under HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Addendum shall control.

The parties agree that, in the event that any provisions of the Agreement are more restrictive than the provisions of this Addendum, the provisions of the more restrictive documentation will control. The provisions of this Addendum are intended to establish the minimum requirements regarding Business Associate’s use and disclosure of PHI.

## III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

(b) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Addendum, the Underlying Agreement or as required by law.

(c) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate will implement

administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under HIPAA. Business Associate shall review and modify its security measures and safeguards to continue provision of reasonable and appropriate protection of Electronic PHI, and update documentation of such security measures.

(d) Business Associate agrees to provide Covered Entity, upon reasonable request, information about Business Associate's security and confidentiality policies, processes, and practices that affect PHI of Covered Entity's patients that has been provided to or created by Business Associate pursuant to this Addendum. To the extent that Business Associate has the ability to access one or more information systems in which Covered Entity electronically stores or maintains PHI, Business Associate further agrees to comply with Covered Entity's security policies and procedures governing such access.

(e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

(f) Business Associate agrees to report to Covered Entity's Privacy Officer any use or disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware and any Security Incident or Breach of which it becomes aware. Such event shall be reported without unreasonable delay and in no case later than the following: initially reported by telephone within 36 hours of when Business Associate becomes aware of the event and reported thereafter in writing within five days of the initial telephone call. The notification shall include the information required by applicable law, including, but not limited to 45 CFR 164.410 and Section 13402 of the HITECH Act. As used by this subsection, the phrase "becomes aware" shall mean the first day on which a Breach, Security Incident, or other use or disclosure is known or reasonably should have been known to Business Associate to have occurred.

(g) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created, received or transmitted by Business Associate on behalf of Covered Entity, agrees to substantially the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

(h) If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to permit, within 10 days of a request, an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under Section 164.524 of the HIPAA Regulations.

(i) If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the HIPAA Regulations.

(j) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of Health and Human Services for the purpose of determining Covered Entity's compliance with HIPAA, in a time and manner designated by Covered Entity or the Secretary.

(k) When using or disclosing PHI or when requesting PHI from a covered entity or other business associate, Business Associate must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

(l) Business Associate agrees to document any disclosures of and make PHI available for purposes of accounting of disclosures by Business Associate or its agents, including subcontractors, as required by Section 164.528 of the HIPAA Regulations and Section 13405(c)(3) of the HITECH Act.

(m) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional requirements of the Privacy and Security Rules as applicable to Business Associate, including specifically, but not limited to, the requirements of 45 CFR 164.308, 164.310, 164.312, and 164.316.

(n) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate.

(o) Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI except as specifically authorized by the Agreement and by the HITECH Act Section 13405(d) and its implementing regulations. The parties acknowledge Business Associate may use De-identified Data for research purposes, provided that Business Associate will not commercialize or sell De-identified Data to third parties but may charge recipients to recoup its costs for extracting and delivering such data.

(p) Business Associate shall not engage in any communications within the definition of "marketing" in the HITECH Act except as authorized by the Agreement and by the HITECH Act and its implementing regulations.

#### IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity. In addition, Business Associate may use or disclose PHI if necessary for the

proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate and to provide data aggregation services as permitted under the Underlying Agreement. Business Associate may use and disclose protected health information subject to this Addendum only if such use or disclosure is in compliance with each applicable requirement of 45 CFR 164.504(e) pursuant to the HITECH Act.

V. VIOLATION OF ADDENDUM AS GROUNDS FOR TERMINATION

A material breach of any provision of this Addendum by Business Associate shall give Covered Entity the right to immediately terminate the Agreement. If termination is not feasible, Covered Entity shall report such violation to the Secretary of the Department of Health and Human Services.

VI. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

(a) Upon termination of the Agreement, Business Associate shall, within 10 days, return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(b) Upon request of Covered Entity, Business Associate shall, within 10 days, return or destroy any PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(c) The Business Associate's obligation to return or destroy PHI upon termination of the Agreement or upon request of Covered Entity, as set forth above, shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the PHI.

(d) If, upon termination or in response to a request by Covered Entity, Business Associate determines that return or destruction of PHI is not feasible, Business Associate shall, within 10 days, notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to that PHI and limit further uses and disclosures of that PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

VII. MISCELLANEOUS

(a) Indemnification. Subject to the limitation of liability in the Underlying Agreement, Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including attorneys' fees, expert witness fees, and costs of

investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Addendum by Business Associate or subcontractors or agents of Business Associate.

(b) Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum or with HIPAA will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

(c) Survival. The obligations of Business Associate shall survive the expiration, termination, or cancellation of this Addendum, the Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

(d) No Rights in Third Parties. Except as expressly stated herein or in HIPAA, the parties to this Addendum do not intend to create any rights in any third parties.

(e) Amendment. This Addendum may be amended or modified only in a writing signed by the parties. The parties agree that this Addendum will be automatically amended to conform to any changes in HIPAA as is necessary for a Covered Entity to comply with the current HIPAA requirements. All references in this Addendum to HIPAA mean HIPAA as most recently amended.

(f) Assignment. No Party may assign its respective rights and obligations under this Addendum without the prior written consent of the other party.

(g) Independent Contractor. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the parties evidencing their business relationship.

(h) Governing Law. This Addendum will be governed by the laws of North Carolina.

(i) No Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

(j) Interpretation. Any ambiguity of this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA.

(k) Severability. In the event that any provision of this Addendum is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

(l) Notice. Any notification required in this Addendum shall be made in writing to the representative of the other Party who signed this Addendum or the person currently serving in that representative's position with the other Party.

*© 2003 Smith Moore LLP, based in part upon the template by NCHICA, as modified by Union County Legal Department. All rights reserved.*

## EXHIBIT D

### I. ADDITIONAL INSURANCE REQUIREMENTS

- A. The General Liability policy of ESO Solutions, Inc. (“ESO”) shall be endorsed, specifically or generally, to include the following as Additional Insured:

**UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.**

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, ESO shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. ESO shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by ESO shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to ESO’s personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of ESO.
- F. Notwithstanding the notification requirements of the Insurer, ESO hereby agrees to notify County’s Risk Manager at 500 North Main Street, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:
- Department: Fire Marshal’s Office  
Contract #: 9229
- H. Insurance procured by ESO shall not reduce nor limit ESO’s contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County  
Attention: Risk Manager  
500 North Main Street  
Monroe, NC 28112

- J. If ESO is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, ESO shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.
- II. ESO agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of ESO, its officers, employees, subcontractors or agents. ESO further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.
- III. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. ESO shall ensure that ESO and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union County to terminate this Agreement, without penalty, upon notice to ESO.