



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: ESO Solutions, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ESO Solutions, Inc., a Texas corporation located at 2803 Manor Road Austin, TX 78722 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425 to Participating Entities. In-scope solutions include:

- a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
- i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
 - ii) Mapping (vertical location, indoor, outdoor);
 - iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
 - iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
 - v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
 - vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.

Proposers selecting or responding to Category 1 are ONLY able to provide one (1) or a combination of solutions in Category 1. i – vi above and will ONLY be evaluated in Category 1. See Appendix I of the RFP for further guidance.

- b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
- i) Pre-incident planning software, such as:
 - (1) Fire prevention related inspections and enforcement;
 - (2) Operational management (scheduling, training, compliance, etc.); and
 - (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
 - ii) Incident/post-incident software, such as:
 - (1) CAD, RMS for law enforcement, fire, and EMS;
 - (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
 - (3) Digital and physical evidence management;
 - (4) E-citation systems; and

(5) Law enforcement case management

Proposers selecting or responding to Category 2 are ONLY able to provide one (1) or a combination of solutions in Category 2. i – ii above and will ONLY be evaluated in Category 2. See Appendix I of the RFP for further guidance.

c) Category 3. Comprehensive Solutions

i) Solutions that offer at least one (1) or a combination of solutions from BOTH Category 1 and Category 2 above.

Proposers selecting or responding to Category 3 can provide one (1) or a combination of solutions in BOTH Categories 1 and 2 above and will ONLY be evaluated in Category 3. Proposers who select or respond to both Category 1 and Category 2 WILL BE evaluated under Category 3 and WILL NOT be evaluated under Category 1 and Category 2. Proposers selecting or responding to all three (3) categories will ONLY be evaluated under Category 3. See Appendix I of the RFP for further guidance.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in sections 1 – 3 above. Software platforms or solutions should be able to integrate with a broad range of other software and hardware solutions to improve and/or expand agency capabilities. Sourcewell IS NOT looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with

Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency

(EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must

comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Upon reasonable advance notice, Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement, including Supplier's RFP response, represent the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve

either party of its obligations under this Agreement or Supplier for any obligations for transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

- 24) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the receiving party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the any party's obligations under this Agreement, including Supplier's obligations for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying Supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Participating Entity and Supplier may negotiate Supplier's standard Subscription Agreement (the "ESA") a sample of which is included as Exhibit A to this Agreement. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must

include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually agreed upon by Participating Entity and Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to, transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:
Jeremy Schwartz

By: C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 8/5/2025 | 9:36 AM CDT

ESO Solutions, Inc.

Signed by:
Robert Munden

By: 72F6F2A450E7418...

Robert Munden

Title: Chief Legal & Compliance Officer

Date: 8/5/2025 | 8:41 AM CDT

EXHIBIT A
Supplier ESA - Example

ESO SUBSCRIPTION AGREEMENT

This ESO Subscription Agreement (this “**Agreement**”) is entered into as of December __, 2024 (“**Effective Date**”), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 2803 Manor Road, Austin, Texas 78722, collectively, with its wholly-owned Affiliates, including Logis Solutions Inc., (collectively, “**ESO**”) and _____, having its principal place of business at _____ (“**Customer**”). This Agreement consists of these terms and conditions (the “**General Terms & Conditions**”) below, the Business Associate Agreement, the Addendum, 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 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 Exhibit A-1 Order Form and any subsequent Order (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 8.75% 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 and continues for a period of one year (or any longer period provided in an Order). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.
- 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.

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 including the attached Logis Dispatch Addendum as of the Effective Date.

ESO SOLUTIONS, INC.

[CUSTOMER]

By: _____

(signature)

By: _____

(signature)

Name: _____

(print name)

Name: _____

(print name)

Title: _____

(print title)

Title: _____

(print title)

EXHIBIT A-1
ORDER FORM

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 schedule below:
 - 2.1.1. During the first year, all Fees shall be invoiced on or about the Effective Date.
 - 2.1.2. 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.

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.

ORDER FORM
(continued)

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), 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
Business Associate Agreement

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Agreement is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity"). Pursuant to the ESO Subscription Agreement (the "Agreement") into which this HIPAA Business Associate Agreement (this "BAA") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. **Scope.** This BAA applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. **Definitions.** For purposes of this BAA, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this BAA is executed and as they are amended, for so long as this BAA is in place.
4. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement, as required by law, or as permitted by the Agreement. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. **Limitations on Use and Disclosure of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. **Required Safeguards to Protect PHI.** Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA.
7. **Reporting to Covered Entity.** Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to such PHI.
10. **Access to PHI.** Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. **Amendment of PHI.** Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is

maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.
13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this BAA or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this BAA; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this BAA shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this BAA or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this BAA for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this BAA, even after termination of the Agreement or BAA, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this BAA would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
 - 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the internet; and
 - 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.
22. Third Party Rights. The terms of this BAA do not grant any rights to any parties other than Business Associate and the Covered Entity.
23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

* * * * *

**LOGIS DISPATCH ADDENDUM TO
ESO SUBSCRIPTION AGREEMENT**

1. **Modifications**. The Parties agree that the terms and conditions of this Addendum are in addition to, not in lieu of, those of the Agreement, as it relates to Logis Dispatch services; *provided that*, where the terms of the Agreement conflict with the terms of this Addendum, the terms of this Addendum including all Exhibits shall govern. Taken together the Addendum and the Agreement (including applicable Exhibits) constitute the entire agreement between the parties regarding the Logis Dispatch services purchased hereunder.
2. **Software Schedule**. Customer desires, and ESO agrees, to modify the Agreement by adding the terms of this Addendum to the Agreement. This Addendum consists of Exhibit D – Shared Cloud Services and its Schedules, and Appendix 1 – Encounter Definition.

- Remainder of page left blank -

EXHIBIT D
(Shared Cloud Services)

This Shared Cloud Services Exhibit (the "**Cloud Services Exhibit**") governs Customer's access to and use of the Cloud Services. The Cloud Services Exhibit, including any schedules attached hereto, is intended to be added to, and forms an integral part of, the Agreement, and General Terms and Conditions, and any applicable exhibits. Accordingly, the provisions of this Cloud Services Exhibit shall in no way repeal, limit, amend, modify, or otherwise change the expressly stated and agreed upon provisions under the Order Form (Exhibit A-1) or the Agreement or the General Terms and Conditions.

1. DEFINITIONS

- 1.1 **Definitions.** In addition to the terms defined elsewhere in this Cloud Services Exhibit, the following terms shall have the following meanings:
- i. "**Affiliate(s)**" means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company.
 - ii. "**Cloud Environment**" means the infrastructure used to provide hosting services, as described in Schedule 1, attached hereto.
 - iii. "**Cloud Application**" means ESO' cloud-based software and modules hereof as defined under the Order Form.
 - iv. "**Cloud Services**" means ESO' cloud-based software and modules hereof as defined under the Order Form.
 - v. "**Support Services**" means the maintenance and support services that ESO shall provide for the Cloud Services as set forth in Schedule 3, attached hereto.
 - vi. "**User(s)**" means those employees, contractors, customers, and end users, as applicable, authorized by Customer or Customer's Affiliates, or otherwise on behalf of Customer to use the Cloud Services in accordance with the Agreement.

2. CLOUD SERVICES

- 2.1 **Services.** Pursuant to the terms and conditions of this Agreement, ESO will, for the Term of the Agreement, provide Customer with access to the Cloud Application hosted in the Cloud Environment and provide the Support Services set forth in Schedule 3 (collectively, the "**Cloud Services**"), unless the Agreement is terminated or expires in accordance with the terms and conditions of Agreement.
- 2.2 **Third Party Terms.** ESO is using suppliers and licensors listed in Schedule 4 (List of Suppliers and Licensors) to support ESO' Cloud Services offering. The offering of the Cloud Services and access to the Cloud Services is conditional on Customer's acceptance to be bound by all of the terms listed in Schedule 5.
- 2.3 **Affiliates.** If agreed, ESO shall provide access to the Cloud Services to Affiliates of Customer as identified by Customer. Such access will be subject to the terms of this Agreement. Any act or omission by an Affiliate of Customer in connection with the Cloud Services will be deemed to be an act or omission of Customer. Nothing in this Agreement creates or confers any rights or other benefits that are enforceable by an Affiliate of Customer, except as otherwise agreed to under this Agreement.
- 2.4 **User Access.** Customer is responsible for identifying and authenticating all Users, including Customer's Affiliates' Users. This includes, but not limited to; (a) approving access to the Cloud Services; (b) controlling against unauthorized access by Users; and (c) maintaining the confidentiality of usernames, passwords and account information. ESO is not responsible for any harm caused by Customer, Affiliates of Customer, and the Users of either Customer or Customer's Affiliates, including any individuals who were not authorized to have access to the Cloud Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis by Customer or Customer's Affiliates. Accordingly, Customer agree to notify ESO immediately of any unauthorized use or access to the Cloud Services. Customer agree to make every reasonable effort to prevent unauthorized third parties from accessing the Cloud Services.

3. RIGHTS AND RESTRICTIONS

- 3.1 **License.** Subject to Customer paying all Fees due to ESO, ESO hereby grants to Customer a non-exclusive, non-transferable, royalty free, right to access and use the Cloud Services for the Term of this Agreement.
- 3.2 **Restriction.** For purposes of this Agreement, the Cloud Services are "Software," and the Software Ownership and Restrictions set forth in Section 9(c) of the Agreement apply. Additionally, Customer will not knowingly or intentionally circumvent the Cloud Services usage limits or quotas or use the Cloud Services in a manner that breaches export control laws.
- 3.3 **No Grant.** Customer acknowledges and accepts, that Customer do not acquire under this Agreement any right or license to use

the Cloud Services, in excess of the scope and/or duration of the Cloud Services stated under this Agreement. Upon termination or expiration of this Agreement, Customer's and its Users' right to access and use the Cloud Services will terminate and all licenses will be revoked.

4. SUSPENSION

- 4.1 **Suspension.** If ESO becomes aware that Customer or Customer's Affiliates or any User's use of the Cloud Services violates the terms to use the Cloud Services under this Agreement, including any terms of payment, ESO will notify Customer and request that Customer correct the violation. If Customer fails to correct such violation within twenty-four (24) hours of ESO' request, then ESO may suspend all or part of Customer's and its Affiliates' access to and use of the Cloud Services.
- 4.2 **Other Suspension.** Notwithstanding Section 4.2, ESO or its suppliers and licensors may immediately suspend all or part of Customer's or its Affiliates' access to and use of the Cloud Services, if; (a) ESO reasonably believes Customer's or Customer's Affiliates or any User's use of the Cloud Services could adversely impact the Cloud Services, other customers' or their end users' use of the Cloud Services; (b) there is suspected unauthorized third-party access to the Cloud Services; or (c) ESO reasonably believes that immediate suspension is required to comply with any applicable law or regulation.

5. OWNERSHIP AND PROPRIETARY RIGHTS

5.1 **Definitions.**

- i. **"Intellectual Property Rights"** means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law, regulations or rules in the United States.
- 5.2 **New IP.** ESO' retains the ownership of all right, title and interest in and to the Cloud Services, and related services and products hereof, and to any enhancement or development based on the Cloud Services or derived therefrom and to all Intellectual Property Rights therein or thereto or arising out of or related to the Cloud Services (collectively referred to as the "**New IP**"), and Customer shall acquire no rights therein or thereto and Customer agrees that if Customer acquires any Intellectual Property Rights in or relating to the Cloud Services, or related services and products hereof, by operation of law or otherwise, Customer hereby assign such rights to ESO. If Customer is not permitted by applicable law to assign any or part of the New IP to ESO, Customer hereby grants ESO a perpetual, irrevocable, exclusive (even as to Customer), worldwide, royalty-free, paid-up, sublicensable and freely assignable license to such New IP.
- 5.3 **Pre-Existing IP.** Each Party shall retain such ownership or control of all Intellectual Property that such Party had prior to the Effective Date or that it developed outside the scope of this Agreement without the use of the other Party's Intellectual Property ("**Pre-Existing IP**"). To the extent Pre-Existing IP of Customer is contained in New IP, Customer hereby grants to ESO a worldwide, paid-up, royalty-free, sublicensable, freely assignable, irrevocable and perpetual license to use, distribute, copy, modify and prepare derivative works of that Pre-Existing IP in connection with ESO commercial use of the New IP.

Schedule 1
(Cloud Environment)

ESO will provide a cloud infrastructure (the "**Cloud Environment**") to host the Cloud Application as described in this Schedule.

Environment and Access

Non-exclusive. The Cloud Environment is provided through Microsoft Azure and is a non-exclusive Cloud Environment, and, the Cloud Environment may be shared with other customers of ESO.

Suppliers and Licensors. ESO is using the suppliers and licensors listed in Schedule 4 (List of Suppliers and Licensors) to deliver and support the hosting environment used for the Cloud Environment and certain features to the Cloud Application. ESO may engage other suppliers and licensors to support and provide Cloud Services under this Agreement. Prior to engaging a new suppliers and licensors, ESO will provide Customer with sixty (60) days written notice. ESO hereby retains the right to perform itself, or retain third parties to perform, the delivery and services of the Cloud Environment or any of the Cloud Services.

Consent. Customer consents to ESO' use of suppliers and licensors to provide the Cloud Services and related services hereof, and Customer's consent shall hereby be deemed to be given.

Access. Customer will have access to the Cloud Application and Customer Data stored in the Cloud Application through the Cloud Environment's client.

Data Center; Transfer; Backup

Data Transfer. The Cloud Environment has implemented features allowing the Customer to transfer Customer Data out of the Cloud Services. If Customer decides to export any or all of the data, it will be at Customer's sole risk and responsibility.

Backup. The Cloud Environment has enabled a routine backup process, which is utilizing the Geo-redundant storage (with GRS or GZRS) principles in Microsoft Azure. The backup process is therefore using the two availability zones principles (separate locations), and as such, the data stored will be replicated to another physical location in the secondary region to protect against regional outages.

Data Center. The data center region in which the Cloud Environment will be hosted and provided in is the southern region of United States. ESO and its suppliers may perform certain aspects of the Cloud Services, such as service administration and support, as well as other services (including disaster recovery), from other locations and/or through use of other suppliers/licensors.

Schedule 2
(Security Measures)

ESO has implemented the security standards described in this Schedule 2, and will at a minimum maintain these security standards during the Term of the Agreement.

Security

Physical Control Access /Physical Security. ESO and its suppliers have implemented industry standard security steps designed to prevent unauthorized persons from gaining access to processing systems by maintaining industry standard physical security controls at which an information system that uses or houses Customer Data is located.

Logical/Data Access Control. ESO and its suppliers have implemented appropriate access controls designed to prevent processing systems from being used without proper authorization.

Data Transfer Control. ESO and its suppliers have enabled functions that aim to ensure, that, Customer Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage, and that the target entities for any transfer of Customer Data by means of data transmission facilities can be established and verified (data transfer control).

Network Security. ESO and its suppliers have implemented industry standard network security, such as; (a) firewalls, intrusion detection and prevention systems, (b) industry standard anti-virus and malware protection software to protect Customer Data from anticipated threats or hazards and protect against unauthorized access to or use, and (c) industry-standard encryption tools.

Business Continuity. ESO and the suppliers it uses have implemented appropriate back-up, disaster recovery and business resumption plans, business continuity plan and risk assessment, and review and test these plans regularly to ensure that they are up to date and effective.

Schedule 3 **(Support Services)**

ESO will maintain and support the Cloud Services to ensure connectivity and accessibility to the Cloud Services and other support services as described in this Schedule 3 (the "**Support Services**").

Service Availability

Service Availability Level. During the Term of the Agreement, the Cloud Services will be available to Customer at least 99.90% of the time in any calendar month (the "**Service Availability Level**"). The foregoing Service Availability Level does not include; (1) the time required to complete scheduled maintenance by ESO, or (2) events falling under the Excluded Events. If ESO does not meet the Service Availability Level, Customer will be eligible to receive the Service Credits as described below. Customer's sole and exclusive remedy for any failure to meet the Service Availability Level will be the Service Credits, if any, that are awarded to Customer by ESO in accordance with this Schedule.

Excluded Events. The Customer is not entitled to any Service Credit, if ESO's failure to meet the Service Availability Level is caused by: (1) supplier's emergency maintenance or regular maintenance, ESO's emergency maintenance, or a suspension of the Cloud Services consistent with the terms of this Agreement; (2) unavailability, suspension or termination of the Cloud Services caused by factors beyond ESO's reasonable control or caused by software errors, flaws, glitches, vulnerabilities or caused by malware stemming from Customer Data or actions; (3) acts or omissions of Customer or Customer's Affiliates or Users, including Customer's failure to participate in any reasonable investigation or to approve necessary maintenance; (4) the failure of servers or services outside of suppliers on which the Cloud Services (including infrastructure) is dependent, including, but not limited to, inaccessibility on the internet that is not caused by ESO; (5) Customer's failure to meet the terms and conditions of the Agreement or any third party terms; (6) the time required to restore from backup, if applicable; (7) Customer's use of any resources with the Cloud Services that is not included on an Order Form; (8) a or any Force Majeure Events (collectively the "**Excluded Events**").

Service Credits. For the purpose of determining Service Credit availability, the Service Availability Level will be measured from the earliest of either: (i) Customer's submission of a service request identifying such downtime through ESO's support portal or if applicable by phone; or (ii) the detection of such downtime by ESO's monitoring tools.

Request of Service Credit. To be eligible for Service Credits, Customer must comply with the terms of this Agreement and must submit a reasonably detailed written request for Service Credits to ESO within five (5) business days after the first day on which the events giving rise to the request first occurred. ESO will use reasonable efforts to respond to all such Service Credit requests within reasonable time.

Service Credit Determination. ESO shall take into account the Service Availability Level for the applicable month given rise to the potential request for Service Credit and any Excluded Events, schedule maintenance. Any determination will be made in good faith by ESO and in its reasonable discretion based on ESO's records and data. ESO will apply Service Credits to the invoice for the month following the month in which a determination of Service Credit amount and eligibility is made. Notwithstanding anything to the contrary, Customer becomes ineligible for Service Credits, if Customer owes any Fees or is otherwise in violation of this Agreement.

Maximum Service Credit. The maximum combined amount of all Service Credits earned in a given month may not exceed the Fees for the Cloud Environment paid by the Customer in the applicable month given rise to such Service Credit. Customer is not entitled to and hereby acknowledge and waives any excess Service Credits that would be available, if not for this limitation and Service Credits do not rollover in any form, including from month to month.

Maintenance and Error Support

Maintenances. To ensure optimal performance of the Cloud Services, ESO performs periodic maintenance. This includes updating and installing any and all patches, enhancements, updates, corrections, upgrades and new versions of the Cloud Services that ESO makes generally commercially available and will be part of the Cloud Services covered by the Fees for the maintenance services. In most situations, maintenance will have limited or no negative impact on the availability and functionality of the Cloud Services. However, if ESO expects a scheduled maintenance will have substantial impact on the availability or functionality, ESO will use commercially reasonable efforts to provide at least fourteen (14) days advance notice of the scheduled maintenance. The foregoing does not apply in urgent circumstances, where ESO or its suppliers acts to avoid abuse or to adhere to legal requirements or other critical situations.

Error Support. If the Customer wishes to report any bugs, defects or errors (collectively "**Error(s)**") in the Cloud Services it must be done through the support portal made available by ESO. However, for any P1 Error or P2 Error Customer may contact ESO by phone

as described below. In the event that Customer reports any Errors in the Cloud Services to ESO, ESO will use reasonable commercial efforts to respond to such reports as follows:

Priority	Description	Response Time
P1 Error (Critical)	P1 Error is any Error condition which makes the use or continued use of any one or more functions of the Cloud Services impossible or significantly impaired.	Within 15 minutes
P2 Error (Urgent)	P2 Error is, other than any P1 Error, any Error condition which makes the use or continued use of any one or more functions of the Cloud Services difficult and which cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.	Within 4 hours
P3 Error (Major impact)	P3 Error is, other than any P1 Error 1 or P2 Error, any Error condition which is not critical and which Customer can circumvent or avoid on a temporary basis.	Next business day
P4 Error (Minor impact)	P4 Error is, other than any P1 Error 1 or P2 Error or P3 Error, a minor Error condition which Customer circumvent or that may require a reasonable workaround to restore functionality.	5 business days
P5 Error (Scheduled Maintenance)	P5 Error is, other than any P1 Error 1 or P2 Error or P3 Error or P4 Error, any Error condition that does not impede the Cloud Services.	A scheduled time, at ESO' discretion.

ESO will maintain a log of ESO' employees who have performed Error support services and accessed Customer data.

The foregoing Error Support, does not include Errors caused by Customer's control or influence, and which cannot be contributed to Errors caused by ESO' Cloud Services (a "**Customer Error**"). Customer may request ESO to assist in solving such Customer Error, and such support will be charged separately as an Additional Support service (as described below).

Additional Support. In addition to the support and maintenance services described above, ESO may provide ad hoc support services or assist solving a Customer Error as requested from Customer from time to time. Such support will be charged separately by ESO or its Affiliates on a time and material basis, plus expenses approved by Customer, based on ESO' or its Affiliates' hourly rates in effect from time to time and based on all time spent, and subject to the terms and conditions of this Agreement.

Remote- Support. Customer agrees that ESO may support Customer remotely through monitoring, software or access logins and is not obligated to provide any on-site support.

Support Phone Hours for P1 Error and P2 Error: 206-426-9950

Contact Information Support: 206-426-9950

Support Site: logis.zendesk.com

Schedule 4
(List of Suppliers and Licensors)

Suppliers and Licensors	
Name	Function
Microsoft	Azure hosting and support
Logicworks Corporation, Inc.	Support of the Cloud Environment
HERE Global B.V.	Map and navigation data support

Schedule 5
(Suppliers and Licensors Terms and Conditions)

To provide the Cloud Services to Customer, ESO is utilizing HERE Global B.V. ("**HERE**") as a service provider. In addition to the terms of the Agreement, the use of HERE's products and services is also subject to the terms and conditions set forth in this Schedule 5 and these terms (as defined below) forms an integral part of the Agreement.

Agreement to HERE's Terms

HERE's Terms. In connection with providing the Cloud Services to Customer, ESO is using HERE to provide map and navigation data support to the Cloud Application location and map function. Customer acknowledges and accepts that its use of HERE's products and resource is also governed by and subject to the following terms and conditions, as amended from time to time; <https://legal.here.com/> (the "**HERE Terms**").

Customer's Responsibility. Customer shall contact ESO for all support related to the Cloud Services and shall not attempt to contact HERE directly. In the event ESO reasonably concludes that the Cloud Services are being used by Customer in contravention of any of the terms and provisions contained in the Agreement or the HERE Terms, ESO has the right to suspend the Cloud Services without liability within five (5) business days after giving written notice and a request to cure breach or contravention to the Customer.

HERE Maintenance. HERE may perform maintenance on HERE products or resources or its network at any time.

Acknowledgement. By signing this Agreement, Customer explicitly agrees to be bound by the HERE Terms and acknowledges that its use of HERE's products and/or resources is also subject to the HERE Terms, and Customer is solely responsible and liable for any act or omission of Customer, Customer's Affiliates, or Users that; (a) violates HERE Terms; (b) causes a suspension or termination of Customer's, Customer's Affiliates, or Users' access to the Cloud Services; (c) or violates any regulations, statutes, laws or guidance applicable.

Appendix 1 (Encounter Definition)

Encounter

An encounter (“**Encounter**”) is defined as any task that is registered in Logis Products where the status of the task has progressed enough to qualify the task as completed.

For Logis IDS

Overall Encounters are counted as the sum of:

Completed incidents where no Encounter is implied + All transports or single location Encounters where the resource arrived at scene/pickup location + All completed “On Spot” transports where there is no location.

As Logis IDS supports multiple different types of tasks in one integrated solution, the overall number of Encounters is the sum of the following:

- Incident: Any incident that is completed with a response plan. This also includes incidents that did not result in a resource response. If the incident implies one or more actual resource responses, each response is counted using the definitions below instead of the actual incident.
 - A “completed incident” means a saved Incident.
 - A “response plan” is what is required to respond to an Incident. For example, an incident at 2500 Ave. J. would have a response plan set for a chest pain of an A1 which required one ALS ambulance responding emergency. A second example, an incident at I-35 and Main St. for a Traffic Accident, may have a response plan of an A2 which requires 2 ALS ambulances.
 - A “resource” is simply something that can respond, such as ALS Ambulance, Supervisor, etc.
- On Spot task: A task that has no from and to location and can be completed at any location. Any On Spot task that has reached the status “completed” meaning that a patient or other party has been contacted will be considered an Encounter.
- Transport/Visit: A task that involves arriving at a location such as an emergency response or non-emergency booking or home visit. Arriving at the pickup location of any such task will be considered an Encounter.
- Future task types will follow the logic apparent in the above definitions and be added to the overall sum.

Example – Integrated Health: The phone is answered, and the caller is a patient that has a sick child. The call is triaged and ends with an outcome of a visit to the patient the following day. In this case the incident is not considered an Encounter, but the visit is an Encounter the next day should a resource arrive at the location.

Example – Repeat patient: A patient is transported from their home or other location to a dialysis facility every Monday, Wednesday and Friday. Each of those transports will be considered an Encounter from the time the resource arrives at their home address regardless if the patient was transported.

Example – Care plan: A patient is in a program where they need transportation to a facility every 2 weeks and a phone call every week to check up on the patient. Each of the transports and the phone calls (if created as on spot tasks) are considered Encounters.

Example – Emergency Fire Response: An incident for a domestic fire is created that involves sending an engine and a command vehicle. Each of the 2 responses will be considered Encounters after arriving at the location of the incident.

Example – Duplicate incident: An incident is cancelled and possibly merged to an existing incident before any response has arrived at the location. Nothing is counted as Encounters.

Example – Stage Away: A response is dispatched to a stage away and cancelled while waiting for scene secure. The unit never arrives at scene, and the response is not counted.

Example – Duplicate booking: A booking is dispatched to pick up a patient, but while *enroute* to the patient it is determined that the patient is already being picked up on another booking, and the current booking is cancelled prior to arriving at scene. Only the booking that results in arriving at the pickup location is counted as an Encounter.

Example – Mutual Aid: Two firetrucks and an ambulance is dispatched to a major incident, and another fire department is also dispatched with tracking of their resources. Each of the responses that arrives at the location will be considered Encounters. If the mutual aid provider is not tracked in Logis IDS, meaning a response is not created in Logis IDS for the mutual aid provider, the mutual aid response will not be considered an Encounter.

For Logis Inventory

Overall responses are counted as the sum of applications submitted for distribution of inventory.

For Logis Billing

Overall responses are counted as the sum of claims created in the billing solution. Where multiple claim versions exist, all versions of the same claim count only once combined towards the count.

For Logis ePCR

Overall responses are counted as the sum of ePCR records created. Where multiple ePCR versions exist, all versions of the same ePCR count only once combined towards the count.

* * *

RFP 030425 - Public Safety Software

Vendor Details

Company Name: ESO Solutions, Inc.
Does your company conduct business under any other name? If yes, please state: ESO
Address: 11500 Alterra Parkway
Suite 100
Austin, TX 78758
Contact: Bobby Worchel
Email: bobby.worchel@eso.com
Phone: 985-960-3479
HST#: 36-4566209

Submission Details

Created On: Thursday January 23, 2025 13:17:34
Submitted On: Wednesday February 26, 2025 15:32:52
Submitted By: Nick Dienst
Email: john.dienst@eso.com
Transaction #: 584cb0ca-17a7-4d08-b858-f344d2852ae7
Submitter's IP Address: 147.243.202.232

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcwell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	ESO Solutions, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcwell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcwell).	ESO Solutions, Inc. (ESO) is the Responsible Supplier and will be the authorized entity for Sourcwell entities in the United States. In Canada, we operate as ER Software Canada, ULC, which is a subsidiary of ESO.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Our UEI is NEWQNE72B445 and our CAGE code is 5NVB3
5	Provide your NAICS code applicable to Solutions proposed.	54151 - Computer Systems Design and Related Services 51919 - All Other Information Services 92216 - Fire Protection 51791 - Other Telecommunications 42511 - Business to Business Electronic Markets 54169 - Other Scientific and Technical Consulting Services 51225 - Record Production and Distribution 54135 - Building Inspection Services 42499 - Other Miscellaneous Nondurable Goods Merchant Wholesalers 51121 - Software Publishers 54199 - All Other Professional, Scientific, and Technical Services 92219 - Other Justice, Public Order, and Safety Activities 92212 – Police Protection 42343 - Computer and Computer Peripheral Equipment and Software Merchant Wholesalers 51821 - Data Processing, Hosting, and Related Services
6	Proposer Physical Address:	2803 Manor Rd Austin, TX 78722
7	Proposer website address (or addresses):	https://www.eso.com/
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Robert Munden Chief Legal & Compliance Officer robert.munden@eso.com 512.643.0859 (Phone)
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bobby Worchel Partner Channel Manager Bobby.Worchel@eso.com 360.325.7984 (Phone) 985.960.3479 (Mobile)
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bobby Worchel Partner Channel Manager Bobby.Worchel@eso.com 360.325.7984 (Phone) 985.960.3479 (Mobile)

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>ESO was formed in 2004 by an EMS quality leader with a vision for improving community health and driving operational and clinical improvement. Almost twenty years later, ESO has done just that, improving data collection, providing robust analytics tools and supporting a growing base of EMS, fire and hospital clinical research. Since inception, our product base has expanded to include a full suite of fire records management tools and hospital registry applications as well as data interoperability tools.</p> <p>ESO was founded to tackle a major problem in EMS – the poor collection and analysis of patient data. Since then, we've leaned heavily into our expertise to apply our knowledge and wisdom much more broadly across the entire healthcare and public safety continuum – including the fire service, hospital emergency departments, and State EMS offices – to meet the changing needs of today's first responders and front-line workers. We are the largest developer of purpose-built software for EMS and fire.</p> <p>We've made significant and deliberate investments over the years to build our comprehensive, interconnected product ecosystem – from our award-winning ePCR and our modern, cloud-based Fire RMS to our groundbreaking Health Data Exchange and Computer Aided Dispatch (CAD) solutions – to help our customers respond quickly to time-sensitive emergencies. Our technologies provide data-driven narratives across the entire patient journey – from 911 call to hospital disposition. And we are the only organization that can do this. Why is this important? Because we break down barriers between disparate datasets and siloed teams to improve patient care, improve provider and responder well-being, and improve operational efficiencies.</p> <p>We've also made significant and deliberate investments over the years to build a world-class research team (led by Dr. Brent Myers) and robust analytic capabilities to help our customers uncover keen insights and telling trends across agencies, departments, and hospitals. These insights will change clinical practices, identify key training needs, identify provider safety concerns – and so much more.</p> <p>You will also have the strength and passion of all ESO on your side. We are currently 700+ strong with more than 18,000 customers across North America. We have resident expertise in clinical, operational, and technical aspects of healthcare and public safety and are the largest provider of EMS, fire and hospital data products supporting the response to time sensitive emergencies. We can promise that we are not a vendor, we are a partner dedicated to your success – fighting for you, working for you, supporting you, and cheering for you.</p>
12	What are your company's expectations in the event of an award?	Direct customer engagement offering prospect opportunities an alternative to having to go out to RFP; engaging them directly for conversations regarding their own unique needs for a records management solution and peripheral applications.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	ESO is a privately held corporation that is financially healthy and sustainable. We are owned by Zilker Midco, Inc., a Delaware corporation. Our ultimate funding partner is Vista Equity Partners, the largest software private equity company in the world. ESO has an annual revenue exceeding \$140M and has a multi-year EBITDA positive operating model. Please see our "Bid Documents" uploads section for more information on our financial strength.
14	What is your US market share for the Solutions that you are proposing?	ESO has more than 18,000 customers across the United States, serving agencies, hospitals, and fire departments throughout the country.
15	What is your Canadian market share for the Solutions that you are proposing?	We have a current customer base in CA that is rapidly expanding.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	ESO is a financially stable and healthy company and has no history of bankruptcy proceedings.

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ESO is a service provider of public safety software, with several unique solutions in our suite to help hospitals, fire departments, EMS providers, state agencies, and other key customers thrive. We have our own sales team to directly connect with customers. We have sole authority to sell the product offerings proposed here. Sales, support, and development is all handled using our own workforce. Please see our Marketing Plan and Experience documentation for more information.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	N/A	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 64% of sales are to the governmental sector, with 36% to the private sector.	*
22	What percentage of your sales are to the education sector in the past three years?	None	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	ESO currently holds a cooperative purchasing agreement with Savvik Buying Group and Public Safety Association, Inc., which was awarded in late 2023. Our average annual sales volume for this agreement is approximately \$250,000.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Emergent Health Partners (CAD & Billing)	Alicia Keaton, Director of Patient Accounts	734.477.6370	*
Indianapolis EMS (EHR, HDE)	Tom Arkins, Chief of IT & Informatics	317.426.1294	*
Austin - Travis County EMS (EHR, HDE, Personnel Management)	Michael Wright, Assistant Chief of Operations	737.218.3191	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	ESO is a direct-to-customer sales company. We have a sales team of regional sales representatives located across North America to handle prospects and opportunities. In addition, we have dedicated personnel to the Federal Government space as well as International.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	ESO is a direct-to-customer sales company. We have a sales team of regional sales representatives located across North America to handle prospects and opportunities. We do not rely on dealers, distributors, or resellers.
28	Service force.	ESO has a Support team of 65+ spanning multiple product lines and located across the United States and abroad. Our Success team includes 30+ employees that cover all product lines, as well as compliance.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	ESO uses a simple Sales Order that a prospect customer must sign and return (usually with a PO) to engage our services. All of this can be handled through email. We accept all major forms of payment, including credit card.
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	ESO has a dedicated Implementation team that has worked with thousands of agencies to get them active on the ESO system. Upon award, our team will provide an implementation spreadsheet that you will complete. This information will be used to create the agency and kick off the entire process, which is summarized below. We anticipate an implementation timeline of 90-120 days for full implementation and will begin outreach within two days of contract close. We look forward to working with your departments to create a customized plan that meets your requirements. For training, we emphasize a 'train the trainer' approach. Power users will receive in-depth training, enabling them to further train staff. Administrative training will be provided post-system configuration, while end-user training will be scheduled close to the "Go-Live" date. Comprehensive training materials, including guides and videos, will be accessible to all users
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>ESO Support is open 7:00 am to 7:00 pm CT and is staffed throughout multiple geographical locations with on-site employees and supplemented with remote workers. Below is our typical contract language for response times and support. We are open to discussing how we can meet the service standards of Sourcewell participating entities and look forward to collaborating with you to create custom Service Level Agreements (SLAs) tailored to your specific needs:</p> <p>1) 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.</p> <p>2) 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.</p> <p>3) 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.</p> <p>4) Severity 4 Error. ESO shall provide an Initial Response within seven calendar days. ESO follows a "3+ rule" for escalation. If a customer raises the same issue multiple times without resolution, it escalates to management to ensure prompt resolution. Additionally, standard internal escalation paths enable technicians to involve product and development teams as needed.</p> <p>All support actions are logged and tracked through ESO's internal system, allowing continuous monitoring and categorization of issues by type (e.g., scheduling, access) to maintain clear visibility and timely response across all support requests.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ESO is ready and willing to support the needs of the participating entities. Our products are scalable from the smallest volunteer agency to large metro agencies.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ESO is ready and willing to support the needs of the participating entities. Our products are scalable from the smallest volunteer agency to large metro agencies. We can service all of Canada and have a growing customer base across multiple provinces.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	ESO can and will service all North America.
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	ESO is purpose-built and suited for hospital, fire, EMS, state agency, and dispatch users.

36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ESO has no restrictions for servicing the United States and its territories.	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	As we have a large array of product offerings, this is typically handled on a case-by-case basis.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ESO has an internal marketing team supported by expert agencies across design, web, digital, and earned media. We utilize events, website marketing, social media, email marketing, webinars, videos, etc. as channels to market all of ESO's products, customer success stories, research, partners, and integrations. A foundational piece of our marketing strategy is the use of customer stories and quantitative research to illustrate the value of our offerings. We often partner closely with cooperative organizations on cross-promotions. Adding Sourcwell cooperative purchasing as a new purchasing avenue to member agencies is not issue and ESO welcomes the chance to do so.	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ESO utilizes digital media as part of its marketing efforts, focusing primarily on social, web, email, and digital advertising. ESO utilizes Facebook, X, LinkedIn and Instagram as primary social media channels from a paid and earned strategy where applicable. ESO also utilizes YouTube to store videos and webinars and our own website to market products, including product information forms that customers can utilize for more information and contact. Data, including traffic and engagement, across our advertising, web analytic, and email platforms are closely monitored and used to update our cross-channel strategies.	*
40	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	Prospect customers are always looking for RFP alternatives when seeking new products. Governing bodies in some cases have tied the hands of entities making it difficult to acquire the needed products and services; having avenues like Sourcwell, gives the entity an alternative acquisition pathway to acquire the products and services they require. Many agencies already have relationships with cooperative purchasing vectors, they just need the products and services to be listed there for purchase.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. Though not "e-procurement," ESO utilizes a simple Sales Order that a prospect customer must sign and return (usually with a PO) to engage our services. All of this can be handled through email.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	ESO provides detailed, user-friendly documentation designed for both administrators and end-users, the majority of which can be accessed directly in the ESO suite. Our materials include: <ul style="list-style-type: none"> • Training Webinars: hours of resources available right from the suite, with detailed guides for all systems and products. • Online Help: Comprehensive guides and functional references detailing every feature and functionality of the solutions. • Video & PDF Tutorials: Step-by-step visual guides for various system functionalities, including concise instructions for common tasks, enabling users to get started rapidly. • On-Demand Learning: With an Internet connection and an annual subscription to ESO's On-Demand Learning, your users can access training whenever and wherever is convenient to them. All our documentation is written in clear, straightforward language, ensuring that administrators and end-users can operate the solution without external support.	*
43	Describe any technological advances that your proposed solutions offer.	ESO supplies the software framework to deliver its products to the customer. As a SaaS product offering, the only requirement on the customer is to use a modern, mainstream, fully updated internet browser to access the system.	*
44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	ESO is compliant with HIPAA and our Information Security Policy and associated procedures are based on both the HIPAA Security Rule and NIST Cybersecurity Framework. Most of ESO's employees do not have access to customer PHI. Access is tightly controlled, and employees are granted the lowest access level needed to perform their specific job responsibilities. ESO staff are assigned individual users IDs and passwords. and access to production data is monitored and tracked. We ensure business continuity through a robust infrastructure with built-in redundancy across all hardware components. We configure multiple database servers and establish redundancy for all networking components, web servers, and application servers. We conduct backups on regular, appropriate intervals for different data types, with geographically diverse storage locations to enhance availability when necessary.	*

45	Describe your data backup and recovery solutions.	<p>Our backup strategy involves regular, appropriate intervals for different data types, with storage in geographically diverse locations to enhance availability when necessary. All data is hosted within the United States in a primary Microsoft Azure region with backup storage in a separate Microsoft Azure region. Our data hosting facilities are SOC 2 Type II compliant and meet several rigorous requirements such as IISO 27001 to ensure the security of ESO systems and customer data. All networking components, web servers, and application servers are set up in a redundant configuration. Backups are taken at regular intervals as appropriate for the type of data and stored in geographically diverse locations for greater availability.</p> <p>We have detailed recovery plans in place and test them quarterly. Testing ensures the functionality of failover from primary to secondary cloud locations using documented disaster recovery procedures. Recovery activities are dependent on whether the database, the server, or a combination are corrupted. High-availability recovery plans are defined in the event of production data corruption or production outages.</p>
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	<p>ESO uses HL7 as the primary method of data exchange. We support data integration using FHIR (Fast Healthcare Interoperability Resources) standards and EMS integrations, which are currently available at a limited capacity. These integrations ensure interoperability with other systems, allowing seamless data exchange between platforms.</p> <p>The integration architecture is built on cloud-hosted Azure Functions, which provide the ability to scale both vertically (increased capacity within a function) and horizontally (additional function instances). This architecture adapts to increased data volumes and system demands automatically, ensuring consistent performance and reliability even during peak loads. Azure Functions also support event-driven processing, allowing efficient handling of large data flows in real time.</p>
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	<p>One of our organization's early goals when we came to market was to offer Fire and EMS agencies a way to turn their RMS needs from a paper-based system to a total paperless environment. The ESO family of products has done just that; limiting the use of paper only where required and expanding to serve hospital, state, and other public safety customers.</p>
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Not applicable</p>
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>ESO is one of the easiest products to use for the end user, when it comes to documenting the day-to-day activities of the modern Fire, EMS, and hospital services. Hard coded for current standards like NFIRS and NEMSIS, users are flagged on noncompliant rules so that incident reporting is always accurate and ready for submission to state agencies. Additionally, we have always positioned ourselves to be a platform style product allowing other 3rd party products to leverage an API for software integrations. With a strong vendor and partner network throughout the public safety industry, we have dozens of third party products actively exchanging data elements through the API with others currently working toward integration. This does not include the countless number of customers also accessing the API for their own departmental or governmental uses.</p>

*

*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30 unless otherwise specified.
60	Describe any leasing or financing options available for use by educational or governmental entities.	None.
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	ESO has uploaded our standard agreements in the "Bid Documents" section, as requested. We have included these in the "Standard Transaction" section.
62	Explain your licensing process and the service agreements required of end users.	Please see our standard agreements uploaded in the "Bid Documents" section, as requested. We have included these in the "Standard Transaction" section.
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card procurement and payment process. There are no additional fees for one-time cards.

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	ESO has uploaded our pricing materials in the "Bid Documents" section, as requested.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We propose a 5% discount from our standard list price.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Please see our uploaded pricing materials in the "Bid Documents" section for information on our discount structure. Using our tiered pricing model, the cost per volume typically goes down.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Please see our uploaded pricing materials in the "Bid Documents" section, as requested. We do not propose "sourced" products or "non-contracted" items.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None. While ESO offers standard onboarding and training plans to effectively scope, configure and deploy products/solutions, we recognize that facility requirements and workflows vary. We provide options for both virtual and on-site training, if desired, the latter which may carry an additional cost, but are not mandatory. In addition, we reserve the right to work with a potential customer, when requested, on customized projects that go above and beyond the standard scope of what is submitted in our pricing structure (including customized work development, customized hosting costs, customized service costs, etc.). We would still offer the customer our proposed contract discount (5%) as submitted in our pricing document.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable. Our software solutions do not include freight, delivery, or shipping as an additional cost.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we propose a SaaS offering for all our products, shipping, freight and delivery does not apply. We have proposed our costs in USD.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our self-audit process aligns with Sourcewell's quarterly reporting requirements. Each quarter, we submit a detailed sales report, including list prices, discounts, and final customer pricing. This report also calculates the administrative fee due. Sourcewell retains the right to audit if discrepancies arise, though we have never been audited by any cooperative we've worked with.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Sales are captured at the time of sale and reported to the proper individual(s) responsible. Secondly, automated reports running every month/quarter will assist those individuals in tracking sales associated with the contract. At the end of each quarter, an internal review between the responsible individual(s) and finance will verify those sales and calculate the administrative fee. The fee will be paid (either through check or ACH) and a report filed with Sourcewell.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	ESO proposes a 2% administrative fee payable to Sourcewell on all completed transactions to participating entities utilizing this agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. *

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Please see our upload in the "Documents" section for a detailed description of our products. These are also summarized below:</p> <p>FIRE & EMS SOLUTIONS</p> <ul style="list-style-type: none"> • Electronic Health Record (EHR): Makes it easy to produce quality EMS clinical documentation through a flexible workflow and user-friendly features. EHR is NEMSIS v 3.3.4, v 3.4, and v 3.5 compliant and submits electronic patient care data to the state and NEMSIS. • Incidents: Captures data on critical fire events and automatically submits NFIRS compliant reports into state repositories. Fire Incidents offers an easy-to-use workflow, user-friendly design and a bevy of features designed to decrease reporting time including progressive validation technology to prevent human errors. Fire Incidents integrates seamlessly with EHR, Properties and Inspections, and Personnel Management. • Hydrants: Conveniently records information about hydrants in an agency's jurisdiction, as well as maintenance tasks and in-service status, and automatically displays the most up-to-date hydrant information on pre-plans. Users can also view and filter hydrants on a map or in a list, bulk schedule maintenance tasks, and bulk change assignments in bulk. • Properties: Used by fire departments to collect and manage the data on properties, buildings and occupancies to successfully develop pre-plans for emergency response. The application is integrated with EMS Inspections, Permits and Hydrants. • Inspections: Enables the scheduling and management of fire inspections for buildings and properties. Departments can document code violations, levy penalties and manage the reinspection process. The application is integrated with ESO Incident and Properties. • Permits: Conveniently records information about permits that were requested and issued in an agency's jurisdiction and provides tools to print and e-mail those permits to the relevant parties. Users can create custom checklists for each permit type, view permits applicable to a Properties record, and create the permits either on their own or as part of an inspection. • Activities: Conveniently records information about community events and operational tasks, and creates a daily task list and station log, all within a single application. Users can easily report on community risk reduction, create recurring tasks, and track how many man-hours and unit-hours were spent on categorized activities. • Asset Management: Delivers robust workflow tools including granular assignments and asset tracking to keep departments in-tune with their equipment, vehicles, and maintenance requests. Dashboards quickly highlight repairs needed and assets in-house. ESO Asset Management makes it easy to track what you own from procurement to retirement. • Checklists: Brings EMS and Fire departments into the digital age when it comes to daily and specialty operational checklists. By using easy-to-use digital checklists, employees document the current condition of vehicles, equipment, places and people. • Inventory: Enables departments to manage the purchase and use cycles of their disposable equipment, including medical supplies, medications and controlled substances. It also integrates with EHR, ensuring departments stay prepared and in sync with the rest of their system. • Personnel Management: Conveniently records and stores personnel information, training courses, education history, immunizations and more within a single application. Personnel Management records essential staff information and sends reminders when new updates are due, helping avoid lapses in protection and ensuring compliance. • Scheduling: Combines automated employee scheduling, time and attendance, overtime control, request management and messaging into one easy to use tool. • Logis Computer Aided Dispatch (CAD): Logis IDS is an advanced CAD platform designed for seamless interoperability, real-time decision support, and operational efficiency. It integrates directly with ePCR and other public safety systems, ensuring high availability, scalability, and automation. With advanced GIS capabilities, real-time

		<p>mapping, AVL, and “Closest Unit” solutions, it enhances response times and situational awareness. This modern, cost-effective system replaces outdated technology, providing intuitive workflows, secure operations, and optimized call management.</p> <ul style="list-style-type: none"> • Billing: The Logis Billing solution streamlines and automates the entire billing process, from importing trip information to submitting claims and processing remittances, with built-in quality checks and multiple efficiency-enhancing features • On Demand Learning: A self-paced, online learning platform that provides anytime, anywhere access to ESO software training. Managers and admins can assign and track courses to ensure their teams know how to use every ESO tool at their disposal. • Insights for EMS: Makes complex data accessible for all with one-click reporting. From prebuilt reports for clinical, operational and core measures to customized content, Insights puts the power of data in the hands our customers. Best of all, ESO Insights integrates with EHR, Fire Incidents and other ESO solutions so users can effectively measure outcomes and improve quality management practices. <p>HOSPITAL SOLUTIONS</p> <ul style="list-style-type: none"> • Patient Registry: A next generation software as a service (SaaS) clinical disease registry that simplifies the collection and processing of trauma patient data, empowering service line leaders to focus on driving insights to help improve quality of care. • Health Data Exchange (HDE): Enables secure data sharing between EMS and hospitals along the continuum of care. This system-agnostic platform is the only truly bi-directional platform on the market, where ePCR data is sent to the hospital (without the need for user intervention) and in turn, is able to receive any outcome, billing or demographic data the hospital returns. HDE gives EMS the power to increase efficiency, advance quality and improve patient care. • Alerting: Delivers a customizable application for EMS professionals to securely and efficiently community with hospital emergency departments, cath labs, STEMI, stroke, trauma and sepsis teams. HIPAA compliant two-way alerts and dashboards allow EMS and hospitals to receive case summaries, videos, images and notifications quickly and efficiently. • Insights for Hospitals: ESO Insights also integrates with HDE, Alerting and Patient Registry to provide unique visibility into a variety of metrics, including transport/non-transport breakdowns, disposition over time, and more
77	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Our product offerings fall under the following RFP subcategories:</p> <p>Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc. Mapping; vertical location, indoor, outdoor Asset Tracking; Personnel, vehicles, controlled substances, equipment, etc. Community Notifications; Evacuations, minor crime reporting, shelter in place, etc. 1-to-1 coordination; SMS, push to talk, video, voice, etc. Public safety focused data and analysis applications; Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration Pre-incident planning software; Fire prevention related inspections and enforcement Operational management; Scheduling, training, compliance, etc. Data analytics; To inform staffing, deployment, station location, budget, and other management decisions Incident/Post-Incident software; CAD, RMS for fire and EMS Electronic Patient Care Reporting (ePCR); ePCR and data transfer to hospitals</p>

Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
79	Mapping	Vertical location, indoor, outdoor	<input type="radio"/> Yes <input type="radio"/> No		*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input type="radio"/> Yes <input type="radio"/> No		*
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input type="radio"/> Yes <input type="radio"/> No		*

Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
84	Pre-incident planning software	Fire prevention related inspections and enforcement	<input type="radio"/> Yes <input type="radio"/> No		*
85		Operational management (scheduling, training, compliance, etc.)	<input type="radio"/> Yes <input type="radio"/> No		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input type="radio"/> Yes <input type="radio"/> No		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input type="radio"/> Yes <input type="radio"/> No		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input type="radio"/> Yes <input type="radio"/> No		*
89		Digital and physical evidence management	<input type="radio"/> Yes <input type="radio"/> No		*
90		E-citation systems	<input type="radio"/> Yes <input type="radio"/> No		*
91		Law enforcement case management	<input type="radio"/> Yes <input type="radio"/> No		*

Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

We will not be submitting for Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Line Item	Category or Type	Subcategory	Offered *	Comments
92	Category 1 - Public Safety Response Agency Situational Awareness		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes; see below
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Except for weather/traffic/construction considerations
94	Mapping	Vertical location, indoor, outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
99	Category 2 - Public Safety Response Agency Operations		<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
100	Pre-incident planning software	Fire prevention related inspections and enforcement	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
101		Operational management (scheduling, training, compliance, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide Computer Aided Dispatch (CAD) for Fire and EMS (not law enforcement).
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	<input checked="" type="radio"/> Yes <input type="radio"/> No	This category includes our ePCR platform, our Health Data Exchange (HDE), and Alerting application.
105		Digital and physical evidence management	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
106		E-citation systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
107		Law enforcement case management	<input type="radio"/> Yes <input checked="" type="radio"/> No	No

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing_ESO_Sourcewell_Final.xlsx - Wednesday February 26, 2025 09:43:05
 - [Financial Strength and Stability](#) - Zilker Midco, Inc. 2023-2022-2021 Financial Statements.pdf - Tuesday February 18, 2025 15:17:51
 - [Marketing Plan/Samples](#) - 202503_ESO_Product-Marketing-Samples.pdf - Tuesday February 18, 2025 15:16:49
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - ESO Standard Transaction Document Samples (ESO and Logis).pdf - Wednesday February 26, 2025 15:31:27
 - [Requested Exceptions](#) - Exceptions_Sourcewell-RFP_030425_Public_Safety_Software_Master_Agreement-Redlines (ESO).pdf - Wednesday February 26, 2025 08:51:30
 - [Upload Additional Document](#) - 202503_ESO_Additional-Document_Sourcewell-Product-Overview.pdf - Wednesday February 26, 2025 08:52:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robert Munden, Chief Legal & Compliance Officer, ESO Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	<input checked="" type="checkbox"/>	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	<input checked="" type="checkbox"/>	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	<input checked="" type="checkbox"/>	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	<input checked="" type="checkbox"/>	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Safety_Software_030425 Fri January 17 2025 10:38 AM	<input checked="" type="checkbox"/>	1