

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "MSA") is made and entered into as of September 30th, 2015 ("Effective Date"), by and between ESO Solutions, Inc. a Texas corporation ("Company") and Peoria Fire Department ("Customer") (collectively the "Parties").

1. **TERMS OF THE AGREEMENT.** This Agreement (as defined below) shall commence on the Effective Date and continue until terminated in accordance with this Agreement (the "Agreement Period"). Customer desires to rent, subscribe, license or purchase from Company and Company desires to rent, subscribe, license or sell to Customer the products, equipment, software, licenses, subscription ("Products") and/or services ("Services") identified on the Addenda to the Agreement, which are attached hereto and incorporated herein by this reference (collectively, "Addenda"). The Products and/or Services purchased by Customer for the Agreement Period and the costs of such Product and/or Service are set forth in a separate Addenda attached hereto.

<u>Check All That Apply</u>	
Addendum A: Billing or Dispatch Software License Agreement	<input type="checkbox"/>
Addendum B: ePCR, Fire, or PM Subscription Agreement	<input checked="" type="checkbox"/>
Addendum C: _____	<input type="checkbox"/>

2. **ADDENDA.** The Parties anticipate that after the Effective Date, from time to time, Customer may want to purchase from Company and Company may desire to sell to Customer additional Products and/or Services. In which case, the Parties shall execute a separate Addendum referencing this MSA and incorporating it by reference.

3. **CONFLICT.** In the event any provision of a fully executed Addendum conflicts with this MSA, the MSA shall control. Otherwise, the most recently executed Addendum shall control.

4. **ENTIRE AGREEMENT.** This MSA, which includes any and all Addenda, shall be collectively referred to herein as the "Agreement" and constitutes the final expression of and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

5. **AGREEMENT SCOPE.** The Products and/or Services constitute the scope of services and products anticipated to be provided to Customer by Company as of the Effective Date of the Agreement, as applicable ("Agreement Scope"). Customer acknowledges that the Fee (as defined below) is based on the Agreement Scope. If Company determines that the Agreement Scope may be or has been increased anytime during the Agreement Period, Company reserves the right to increase the Fee to compensate for the unanticipated or additional services provided that the Customer and Company agree to said scope increase in writing.

6. **PAYMENT; LATE FEE, INTEREST, DISPUTE.** For purposes of the Agreement, the price of the Products and/or Services set forth on the Addenda and any other applicable cost or fee under the Agreement shall be collectively referred to herein as the "Fee." Unless otherwise expressly provided in the Addenda, Customer shall pay the entire amount of the Fee within thirty (30) days of the date of the Company's invoice. Payments shall be made to:

ESO Solutions, Inc.
P.O. Box 670324
Dallas, TX 75267-0324

In the event Customer disputes any portion of an invoice, the Parties agree to work together in good faith to resolve the disputed amount. Any sum owed by Customer to Company shall bear interest at a rate of one percent (1.5%) per month or the maximum rate allowed by law (whichever is less) from the date said sum was first due until the date it is paid in full. Some Products and/or Services may be charged based on a Time and Materials basis. The term "Time" shall refer to any Product or Service billed at the applicable hourly rates ("Time Rate") of Company in effect at the time such Product and/or Service is provided. Time Rates will be billed in minimum increments of one-quarter (1/4) of an hour. Travel time will be billed up to a maximum charge of eight (8) hours per day. The term "Materials" shall refer to the out of pocket expenses reasonably incurred by Company in providing the Product and/or Service to Customer, including, but not limited to, any travel expenses, and telephone line, media or shipping charges.

7. **TAXES AND FEES.** This Agreement is exclusive of all taxes and fees. To the extent applicable (and in the event Customer is not tax-exempt), Customer agrees to pay any and all federal, state, county, local or governmental taxes (including, but not limited to, sales taxes, but excluding any taxes based solely on Company's net income), duties, fees and amounts in lieu thereof, now or hereafter applied to or based on (a) amounts payable to Company pursuant to the Agreement, including, without limitation,

any licenses or subscription granted pursuant to any Addendum of the Agreement; or (b) Customer's production, storage, transportation, import, export, or use of any license, software or equipment purchased pursuant to the Agreement. Any such amounts, including interest and penalties thereon, paid or payable at any time by Company, shall promptly be reimbursed to Company by Customer.

8. **ESTIMATES.** If Company provides Customer with any written estimate of the Fee or an estimated delivery date (collectively, "*Estimate*"), Company shall exercise commercially reasonable efforts to provide such Products and/or Services within such estimate; provided that all Company estimates are based, in part, upon information supplied to Company by Customer and upon conditions as they are known by Company prior to providing such Estimate. Customer shall notify Company if Customer becomes aware of any changes in such information or conditions, and Company shall notify Customer if Company determines that the Fee set forth in an Estimate may be exceeded. Customer acknowledges that Customer shall be obligated to pay for the entire Fee owed to Company even if the amount of such Fee exceeds the amount of any Estimate. All Estimates are (a) subject to change and may be revoked by Company without prior notice to Customer (unless otherwise stated in an Estimate signed by an authorized representative of Company); (b) subject to Company's approval of Customer's credit; and (c) based on and subject to the terms and conditions of the Agreement, including any Addenda as applicable.

9. **TERMINATION.** Except as otherwise expressly provided in the Addenda, either Party may terminate the Agreement or any Addenda with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to the effective date of termination set forth in such notice. In the event Customer has breached any provision of the Agreement or any Addenda, Company may immediately terminate the Agreement or any Addenda, as applicable, and shall provide notice of such termination to Customer. Upon termination, Company will invoice Customer for any Fees and costs incurred by Company and Customer shall pay the full invoice amount within thirty (30) days after receipt of Company's invoice whether such Fees are due before or after termination, except for any Time and Materials fees for any services to be provided under the Agreement but not yet performed. In the event any Addenda or the Agreement is terminated by (a) Customer for any reason, or (b) Company due to Customer's breach of or pursuant to any Addenda or the Agreement, then Customer shall be obligated to pay Company for any and all costs and expenses paid by Company prior to such termination and/or incurred by Company during the Agreement Period. Customer and Company shall have any and all rights of termination and non-renewal of each Addendum to the Agreement as specified in such Addendum. Termination of an Addendum to the Agreement, as permitted by this Section or any such Addendum, will not terminate the balance of the Agreement or any other Addenda still in force unless specifically so stated in writing. Upon the termination of the Agreement, all Addenda shall also automatically terminate. All provisions of the Agreement concerning payment of Fees, confidentiality, limitation of liability, disclaimer of warranty, and indemnification shall survive the termination of the Agreement.

10. **RIGHT TO SUSPEND PERFORMANCE.** Without prejudice to the Parties' rights to terminate pursuant to Section 9 above, each Party has the right to immediately suspend all or any portion of its performance under the Agreement or any Addenda, if that Party determines that the other Party has breached any provision of the Agreement or any Addenda. In such event, prior to resuming its performance, the non-breaching Party may require the breaching Party to pay any and all financial obligations in full and/or perform any and all obligations owing hereunder.

11. **CUSTOMER'S GENERAL RESPONSIBILITIES; CUSTOMER ACKNOWLEDGMENT.** During the Agreement Period, in addition to the obligations set forth on the Addenda, Customer is responsible for the following: (a) ensuring that Customer, its employees and contractors properly identify and comply with laws and regulations applicable to Customer's activities; and (b) providing any and all documents and information required by Company to provide the Products and/or Services. Customer acknowledges that Company's full, accurate and timely performance under the Agreement and/or any Addenda is materially dependent upon Customer's reasonable cooperation and assistance. Customer further acknowledges that the Agreement Scope and Fee presume a reasonable amount of cooperation and assistance from Customer, such as Customer's timely provision of relevant information, documentation and personnel, including any of the foregoing, as requested by Company. Customer shall promptly report any difficulties it experiences with its use of any Products and/or Services to Company in accordance with any procedures reasonably established by Company, or set forth in the Agreement or any Addenda or any documents provided to Customer by Company during the Agreement Period. Company has explained its requirements in this regard to Customer and Customer agrees to meet these requirements.

12. **FURTHER ASSISTANCE.** Upon request of the other Party, Company or Customer shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

13. **CONFIDENTIALITY.** Customer understands and acknowledges that it may be granted access to certain Confidential Information (as defined below) of the Company in the course of performing its obligations under the Agreement. "*Confidential Information*" includes all oral and written information Customer receives from Company which, at the time of transmittal, has not been made public or is not generally available from public sources. By way of illustration and not limitation, Confidential Information includes trade secrets, technology, concepts, programs, business processes, methods, operational techniques, work product or documentation produced by Company hereunder, the Agreement (including the Addenda), any other agreement entered into between the Parties pursuant to the Agreement, source code, object code and specifications for Company's software provided

under the Agreement, any other information capable of being a trade secret under applicable law, financial information and data and other records regarding the Company, its customers and other third parties. Company agrees to mark any Confidential Information provided to Customer as "confidential". Customer (a) agrees to hold the Confidential Information in confidence and protect Confidential Information from unauthorized use or disclosure, using a reasonable degree of care under the circumstances; (b) agrees to limit access to its employees and/or contractors who have a "need to know"; and (d) further agrees not to disclose the Confidential Information, or any portion thereof, to third persons without the prior written consent of the Company except: (i) to the extent necessary, to comply with any law, rule or regulation, or the valid order of any governmental agency or any court of any governmental agency or any court of competent jurisdiction; (ii) as part of such Party's normal reporting or review procedure, to its auditors and/or its attorneys; or (iii) as necessary to enforce such Party's rights and perform its agreements and obligations under the Agreement. The Parties hereby agree that monetary damages would not be an adequate remedy for the breach of this Section 13 and either Party shall have the right to seek injunctive relief or similar equitable remedies to enforce such Party's rights under this confidentiality provision.

14. **HIPAA.** The Parties agree that to the extent they are required to comply with HIPAA, this Section 14 shall apply. The Parties agree that this is a Business Associate Contract as defined under the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 (the "*Act*"), and without limitation to its other requirements under the Act or other federal, state and local laws and regulations, the Parties agree to comply with the Act, the privacy standards set forth in 45 C.F.R. Parts 160 and 164 (the "*Privacy Rule*"), the security standards set forth in 45 C.F.R. Parts 160, 162, and 164 (the "*Security Rule*"), and the Health Information Technology for Economic Clinical Health Act, Title XIII of Division A and Title IV of Division D of Pub. L. 111-5 ("*HITECH*") and all of the rules and regulations implemented thereunder. The Act, the Privacy Rule, the Security Rule, and HITECH are collectively referred to as "*HIPAA*." Accordingly, Company agrees to safeguard Customer's protected health information ("*PHI*") by: (a) using and disclosing PHI only: (i) to fulfill Company's duties and responsibilities under the Agreement including in part disclosure to its directors, officers, employees, agents and subcontractors, including parties with whom it may contract for any of the staffing services; (ii) for Company's proper management and administration; and (iii) to provide data aggregation services relating to Customer and its health care operations; (b) not using or disclosing Customer's PHI unless permitted or required by law; (c) using appropriate safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Customer's PHI and prevent the use or disclosure of Customer's PHI other than as provided for by the Agreement; (d) immediately notifying Customer, whether internal or external, of any use or disclosure of the information not provided for by this Agreement including, without limitation, Security Incidents related to the Customer's PHI, or as required by law or regulation; (e) making an accounting of disclosure of Customer's PHI available to it in accordance with applicable regulations; (f) making Customer's PHI available for amendment and incorporate any amendments to such PHI in accordance with applicable regulations; (g) providing the information required to provide an accounting of any disclosures of Customer's PHI in accordance with applicable regulations including, in part, its internal practices, books, and records relating to the use and disclosure of PHI received from, or created, or received by it on behalf of Customer available to the Secretary of the Department of Health and Human Services for purposes of determining the Customer's compliance with HIPAA and its rules and regulations; (h) immediately begin to collect and develop and forward to Customer any information required to be in any notice of a breach under HITECH and any other laws and regulations; (i) at termination of the Agreement return or destroy all PHI received from, or created, or received by it on behalf of Customer that it still maintains in any form; or if not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and (j) to the extent that Company carries out one or more obligation of Customer under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Customer in the performance of such obligation. Customer authorizes Company to de-identify PHI it receives from Customer. Defined terms under HIPAA shall have the same meaning in this Agreement, and are incorporated herein by reference.

15. **GOVERNING LAW; LEGAL COSTS; CAUSES OF ACTION.** The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any proceeding relating to the Agreement shall be in Peoria County, Illinois. Any cause of action Customer may have with respect to the Agreement (including, without limitation, the Products and/or Services) or any other relationship of the Parties must be commenced within one (1) year after the claim or cause of action arises, otherwise such claim or cause of action is barred.

16. [INTENTIONALLY OMITTED]

17. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, REGARDLESS OF THE TYPE OF ACTION, THE AGGREGATE LIABILITY OF COMPANY TO CUSTOMER SHALL NOT EXCEED THREE TIMES THE SUM PAID TO COMPANY BY CUSTOMER UNDER THE APPLICABLE ADDENDA ATTACHED HERETO. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY REMOTE, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOSS OF DATA, LOST OR IMPUTED PROFITS OR ROYALTIES, BUSINESS INTERRUPTION, OR THE COST OF COVER FOR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THIS LIMITATION SHALL APPLY EVEN IF COMPANY

HAS BEEN ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THE AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

18. WARRANTIES, DISCLAIMER.

a. **WARRANTIES.** Company warrants to Customer that the products and services shall be provided in a professional and workmanlike manner in accordance with generally accepted industry practices and professional standards. In addition, Company warrants that any products purchased under an applicable Addenda shall be provided to Customer free of material errors and defects and that the functionality of said products shall also materially conform to Company's written specifications.

b. **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THE WARRANTIES PROVIDED IN SECTION 18A OR OTHER REPRESENTATIONS MADE IN THIS AGREEMENT, THE PRODUCTS AND SERVICES TO BE DELIVERED UNDER ANY ADDENDA ARE PROVIDED "AS IS" OR "AS AVAILABLE." UNLESS OTHERWISE SPECIFIED HEREIN, COMPANY MAKES NO REPRESENTATION OR WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY PRODUCT OR SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE), ALL OF WHICH WARRANTIES BY COMPANY ARE HEREBY EXCLUDED AND DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

19. **REMEDIES.** In the event that Customer breaches any provision of this Agreement, including, without limitation, the failure to pay any sum to Company when due under the Agreement, Company may exercise any and all rights and legal remedies available to it, including, without limitation, any remedies as a secured creditor, without prejudice, against Customer for such breach. If Customer's financial ability becomes impaired or inadequate to meet Customer's obligations under the Agreement, as determined by Company in its sole and absolute discretion, or if Customer fails to make any payment to Company in accordance with the terms and provisions of the Agreement, the terms of any credit provided by Company to Customer may be modified or terminated by Company, in Company's sole and absolute discretion, and/or Company may require an advance cash payment or a satisfactory security interest.

20. **MODIFICATION; INTERPRETRATION, SEVERABILITY; CONSTRUCTION.** No modification to any provision of the Agreement (including, without limitation, the Addenda) shall be valid, unless executed in writing by both Parties. Neither the course of conduct between Parties, nor trade practices shall act to modify any provision of the Agreement. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Company shall have the full power and authority to interpret, construe and administer the Agreement and Company's determination shall be binding and conclusive on the Parties for all purposes. The headings preceding each section and subsection of the Agreement are solely for the convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to the Agreement.

21. **TIME IS OF THE ESSENCE; DATES.** When construing this Agreement, both Parties agree that time is of the essence. In the event that any date specified in the Agreement falls on Saturday, Sunday or other day on which public agencies and major banks are not open for business (each a "*Non-Business Day*"), such date shall be deemed to be the succeeding business day. For purposes of the Agreement, a "business day" shall mean a day other than a Non-Business Day.

22. **WAIVER.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions, by the other Party at the time designated, shall not be a waiver of any such default or right to which such Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

23. **FORCE MAJEURE.** No Party shall be liable for any delay, failure in performance or interruption due to events outside such Party's reasonable control, including, without limitation, acts of God, the other Party or any third party, acts or orders of governmental authorities, acts of civil or military authorities, shortages of supplies, labor disputes, catastrophes or other circumstances beyond its reasonable control, except circumstances caused by financial issues (collectively, a "*Force Majeure Event*"), and such nonperformance will not be a default hereunder. In the event that a Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits provided thereby because of a Force Majeure Event, such Party shall immediately provide written notice to the other Party and make diligent efforts to resume performance. Upon a Party's receipt

of the notice described in this Section, the delivery date for any Product and/or Service delayed as a result of a Force Majeure Event shall automatically be extended for a period equal to the duration of Force Majeure Event.

24. **BINDING.** Neither the Agreement, nor any modification of, amendment to the Agreement, nor any waiver of rights by Company under the Agreement, will be binding on either Party unless it is signed by an officer or member of the Company. The Agreement shall be binding not only upon the Parties, but also upon their heirs, personal representatives, permitted assigns and other successors in interest. Company and Customer hereby approve of the terms and conditions set forth herein.

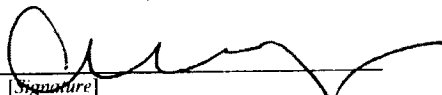
25. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; or (ii) a relationship of employer and employee between the Parties. Company is an independent contractor and not an agent of Customer.

26. **NOTICES.** All notices under the Agreement must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; (c) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing; (d) in the case of electronic mail, on the date the email is sent. A Party may change the address stated in the Agreement by giving written notice to the other Party.

COUNTERPARTS; EXECUTION. This Agreement, any Addenda, or amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Agreement (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the Party for which they sign and have executed this Agreement on the Effective Date first written above.

ESO SOLUTIONS, INC.




Elaine Gordon
[Printed Name]

9020 N. Capital of Texas Hwy.
Building II-300
Austin, TX 78759

Phone: (866) 766-9471

Email: legal@esosolutions.com

CUSTOMER:



Charles E. Lauss
[Printed Name]

Address:

Phone: (309) 494-8731

Email: clauss@peoriagov.org

ADDENDUM B**SUBSCRIPTION AGREEMENT**

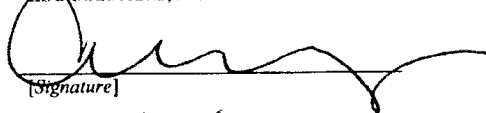
THIS ADDENDUM B is effective as of the Effective Date of the Agreement. The provisions of this Addendum B are hereby incorporated into the Agreement. All capitalized terms not otherwise defined in this Addendum B are defined by the terms of the Agreement. By signing this Addendum, Customer agrees to not use the software or services until Customer agrees with these terms and conditions.

1. **SERVICES.** Company agrees to provide Customer the products and services identified on Exhibit #1 to this Addendum (the "Services"). The subscription year for Services shall begin upon execution of this Addendum or upon the commencement of Company's active work on implementation, whichever date comes later. Customer agrees that the Services purchased hereunder are neither contingent on the delivery of any future functionality or future features, nor dependent on any oral or written public comments made by Company regarding future functionality or future features.
2. **SUBSCRIPTION FEES.** Customer shall pay to Company all of the fees set forth on Exhibit #1 (collectively, the "Subscription Fees"). Company may evaluate Customer's usage and adjust Customer's invoice based on changes in Customer usage based on the incident ranges listed in Exhibit #1. Company shall have the option to increase pricing, as long as it provides at least sixty (60) days' notice of such increase to Customer prior to automatic renewal under Section 3 below.
3. **TERM.** The term of this Addendum B shall be for a one (1) year period commencing on the Effective Date. Each year thereafter, the term of this Addendum B shall automatically renew for an additional one (1) year term (each one (1) year term shall be referred to herein as the "Term"), unless (a) Customer fails to pay the Subscription Fees when due; (b) this Addendum is terminated by a Party as provided for herein; or (c) the Agreement is terminated.
4. **TERMINATION.** Upon termination, Customer shall not be entitled to any reimbursement of the Subscription Fees or any portion thereof if (a) Customer terminates this Addendum B; or (b) Company terminates this Addendum B pursuant to or because Customer has violated a provision of this Addendum B and/or the Agreement. Subscription Fees shall be deemed to be fully earned when due and are non-refundable. If Customer requests its data within thirty (30) days of expiration or termination of this Addendum, Company shall deliver to Customer its data. Company shall make reasonable and good faith efforts to accommodate Customer's preference for the type of media for delivery. Customer shall reimburse Company for the cost of the media on which Customer's data is delivered to Customer.
5. **INTERNET ACCESS.** Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and Company makes no representations to Customer regarding the reliability, performance or security of any particular network or provider.
6. **SYSTEM MAINTENANCE.** In the event Company determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Company will use good-faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by Company.
7. **MOBILE SOFTWARE.** If Customer elects to use Company's Mobile Software (the "Mobile Software"), the provisions of this Section shall apply.
 - a. **Use of Software.** Subject to the terms, conditions and restrictions in this Addendum and the Agreement and in exchange for the Subscription Fees applicable to the Mobile Software ("Mobile Software Fee"), Company hereby grants Customer and Customer hereby accepts a non-exclusive, non-transferable, non-assignable, revocable license for the Term of this Addendum, to use and copy (for installation and backup purposes only) the Mobile Software to the units for which the Mobile Software has been purchased.
 - b. **Ownership and Restrictions.** This Addendum does not convey any rights of ownership in or title to the Mobile Software or any copies thereof. All right, title and interest in the Mobile Software and any copies or derivative works thereof shall remain the property of Company. Customer agrees to keep the Mobile Software free and clear of all claims, liens, and encumbrances. The following uses by Customer (or any third party with Customer's permission or knowledge), or Customer's failure to comply with the restrictions set forth herein and in the Agreement, will result in the immediate termination of this Addendum B without notice thereof. Any such action also constitutes copyright infringement and may be punishable in a federal criminal action. Customer agrees not to do any of the following unless expressly allowed under this Addendum:

- a. Use, access, copy, duplicate or modify the Mobile Software in any way;
 - b. Decompile, reverse engineer or disassemble the Mobile Software;
 - c. Rent, sell, sublicense, lease, distribute, assign, or otherwise convey or transfer the Mobile Software;
 - d. Translate or adapt the Mobile Software for any purpose; or
 - e. Create derivative works based on the Mobile Software.
- c. **Mobile Software Fee.** The Mobile Software Fee is non-refundable. The Mobile Software shall be deemed accepted upon delivery to Customer.
- d. **Termination or Expiration of Addendum.** Upon the termination or expiration of this Addendum, Customer shall (a) delete, destroy, or otherwise make permanently unusable the original and all copies of any Mobile Software in Customer's possession or control, except that Customer may retain one (1) archive copy thereof if required by law or a governmental regulation; and (b) discontinue its use and/or copying of Mobile Software.
- e. **Warranty.** Company hereby represents and warrants to Customer that Company is the owner of the Mobile Software or otherwise has the right to grant to Customer the rights set forth in this Addendum. In the event of a breach or threatened breach of the foregoing representation and warranty, Customer's only remedy shall be for Company, as determined in Company's sole discretion, to either: (i) procure, at Company's expense, the right to use the Mobile Software, or (ii) replace the Mobile Software or any part thereof that is in breach and replace it with software of comparable functionality that does not cause any breach.
8. **SUPPORT AND UPDATES.** During the Term of this Addendum, Company shall provide Customer the support services and will meet the service levels as set forth in Exhibit #2 attached hereto and incorporated herein. Company will also provide updates to Customer, in accordance with Exhibit #2.
9. **ADDITIONAL PROFESSIONAL SERVICES.** Any other services of Company not provided herein may be provided to Customer, in Company's sole and absolute discretion, on a Time and Materials basis pursuant to a separate written agreement between the Parties. This may include on-site consultation, configuration, and initial technical assistance and training for the purpose of installing the Mobile Software and training selected personnel on the use and support of the Services. ESO shall undertake reasonable efforts to accommodate any written request by Customer for such professional services.
10. **OWNERSHIP.** Title to the Mobile Software, all proprietary and intellectual property rights in the Services (including, without limitation, patents, trade secrets, copyrights, and trademarks), and title to any copy of the Mobile Software made by or for Customer shall be held solely by Company. All Company software is copyrighted and is protected by United States and international copyright laws. Customer hereby acknowledges and agrees that nothing in the Agreement or this Addendum B shall give Customer any right, title or interest in any ownership of the Services or software. Customer agrees to notify Company immediately in the event Customer becomes aware of any unauthorized access to, use, or copying of Company's software by any person. Customer hereby grants Company the right to collect and store its data for aggregate reporting purposes, but in no event shall Company disclose Protected Health Information ("*PHI*") unless permitted by law. Moreover, Company will not identify Customer without Customer's consent.
11. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Company with reasonable access to Customer's equipment, software, data and personnel, as requested by Company in order for Company to provide the Services.

IN WITNESS WHEREOF, the Parties have executed this Addendum as set forth below.

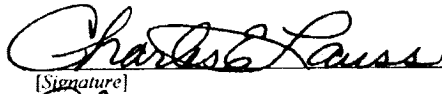
ESO SOLUTIONS, INC.



[Signature]

Devin Gordon
[Printed Name]

CUSTOMER:



[Signature]

Charles E. Lauss
[Printed Name]

EXHIBIT #1 – PRODUCT SCHEDULE

This Product Schedule ("*Schedule*") is subject to the terms and conditions of the Agreement entered into between the Parties. The Agreement is incorporated into this Schedule by this reference.

Product	Quantity	List Price	Discounts	Total Price	Line Item Description
ePCR Suite w/Quality Management 15,000 - 20,000 Incidents	1.00	\$27,600.00	\$0.00	\$27,600.00	Annual Cost
Interface - Emergency Reporting >1,250 Incidents	1.00	\$995.00	\$0.00	\$995.00	Annual Cost
ePCR Mobile	17.00	\$695.00	\$5,907.50	\$5,907.50	One Time Cost
QuickSpeak	17.00	\$99.00	\$0.00	\$1,683.00	Annual Cost
Interface - CAD	1.00	\$9,995.00	\$2,000.00	\$7,995.00	One Time Cost - ADSI
Interface - Monitor	1.00	\$3,995.00	\$1,997.50	\$1,997.50	One Time Cost
Services - Training	6.00	\$995.00	\$0.00	\$5,970.00	One Time Cost
Services - Training Travel Costs	1.00	\$2,500.00	\$0.00	\$2,500.00	One Time Cost
		Full Price		\$64,553.00	
		Sum of Discounts		\$9,905.00	
		Grand Total		\$54,648.00	

PAYMENT TERMS:

Customer agrees to pay the Subscription Fees annually in advance commencing upon execution of this Addendum.



Legislation Details (With Text)

File #: 15-330 **Version:** 1 **Name:**
Type: Purchase **Status:** Consent Agenda
File created: 10/1/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: Communication from the City Manager and the Fire Chief with a Request to APPROVE the PURCHASE of a Report Management System from the LOW BID of EMERGENCY REPORTING / ESO for Software, in the Amount of \$102,856.50, from the FEMA Assistance to Firefighter Grant (AFG), and to PURCHASE the Hardware from Rugged Depot Company, in the Amount of \$182,362.87, and IT360, in the Amount of \$48,630.15, for a Total Amount of \$333,849.52

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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ACTION REQUESTED:

Communication from the City Manager and the Fire Chief with a Request to APPROVE the PURCHASE of a Report Management System from the LOW BID of EMERGENCY REPORTING / ESO for Software, in the Amount of \$102,856.50, from the FEMA Assistance to Firefighter Grant (AFG), and to PURCHASE the Hardware from Rugged Depot Company, in the Amount of \$182,362.87, and IT360, in the Amount of \$48,630.15, for a Total Amount of \$333,849.52

BACKGROUND: The City of Peoria received a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) in the amount of \$333,500 for the purchase of a Report Management System.

The Purchasing Division issued seven (7) bid requests for the software and received four (4) responses:

Emergency Reporting/ESO	\$102,856.50
ImageTrend Technology	\$131,065.00
FDM/Safety Pad	\$217,072.00
Firehouse Software	\$218,243.00

Emergency Reporting/ESO software met all of the criteria set forth by the Peoria Fire Department Technology Committee and is in compliance with the National Incident Reporting System (NIMS) and the National Emergency Medical Services Information System. The other three (3) bids did not meet the Peoria Fire Department Technology Committee criteria.

The purchase of the hardware from Rugged Depot Company is utilizing the Federal Government General Services Administration (GSA) contract pricing.

The Purchasing Division issued seven (7) bid requests for the hardware and received two (2) responses:

IT360	\$48,630.00
Bradfields	\$116,672.00

The City of Peoria Fire Department currently does not have computers in their fire vehicles, therefore no means of accessing data at emergency scenes. Hazardous materials responses are particularly dependent upon fast, accurate information and the Fire Department currently uses a library of reference books to obtain this needed information. With the current system, all necessary reports are hand written and brought back to the fire station for entry into the computer program. The ability to record information at the scene and to access preplans and emergency data will allow better decision making and improved safety for firefighters and citizens as well as help Peoria maintain its current ISO rating.

FINANCIAL IMPACT: Funding for this purchase will be from the FEMA AFG grant, Account #401-2201-550.53-04, Project #CB1517.

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED: The Fire Department will have the necessary technology needed to ensure faster response times, more efficient use of resources, more accurate reporting, and improved safety to the firefighters and the citizens of Peoria.

IMPACT IF DENIED: The Fire Department will continue to strive to meet the needs of the citizens using the current outdated technology.

ALTERNATIVES: N/A

EEO CERTIFICATION NUMBER: Emergency Reporting: 03342-160930; ESO: 03345-160930; Rugged Depot Company: 03350-160930; IT360: 03190-140331

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2014 - 2029 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Financially Sound City Government, Effective City Organization

WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?

1. Have an efficient government.

DEPARTMENT: Fire