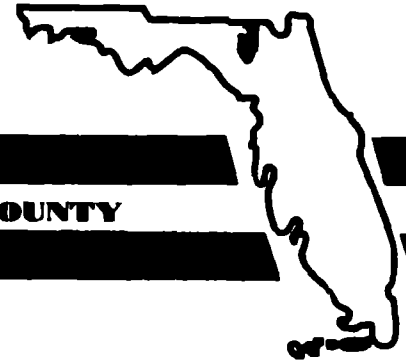


District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPre
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

February 25, 2010

M E M O

TO: Rusty Noah, Fire Chief

FR: Carolyn N. Baker, Office Manager

CNB

RE: Software Licensing Agreement
IMAGETREND, INC.

Enclosed please find two signed copies of the above referenced agreement that was approved by the Board of County Commissioners in their regular session held February 18, 2010. After the contract is fully executed by Image Trend, Inc., please have them return one original for our file.

Thank you for your assistance in this matter.

/cnb

XC: 9-1-1 Communications/Image Trend
Outgoing Correspondence

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.

SOFTWARE LICENSING AGREEMENT

BETWEEN

IMAGETREND, INC.

**20855 Kensington Blvd.
Lakeville, MN 55044**

AND

Columbia County EMS

**PO Box 1529
Lake City, FL 32056**

**Contract Number:
IT-2009-719**

THIS AGREEMENT is made and entered into on the date last written below, by and between ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and Columbia County, Florida OBO Columbia County EMS (hereinafter "CLIENT").

RECITALS

WHEREAS, IMAGETREND owns the software system known SOFTWARE; and

WHEREAS, CLIENT desires to obtain the license of the Software mentioned above; and

WHEREAS, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

"Authorized personnel" means the employees of the CLIENT and other contractors who work for the CLIENT within the geographical boundaries of the CLIENT.

"Confidential Information" means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

"Designated Equipment" means server products used for hosting the software.

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to the CLIENT. Licensed Information includes such information as input forms, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

"Software" means the computer program(s) in machine readable object code form listed in Exhibit "A", including the executable processing programs comprising the various modules from the Software and the Licensed Information.

"Upgraded Version" means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

"Support" means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

"License" means an unlimited use of the software, without rights for resale, for the duration of the contract, defined as Software as a Service (SaaS).

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be one year(s) from last date signed below, subject to Section 12 of this AGREEMENT. This AGREEMENT shall be subject to renewal annually for another term of one year(s) unless terminated by either party as provided in Section 12, below.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE LICENSE.

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive use license of the Software. This license is granted to the CLIENT for use by the CLIENT, and other agencies working with CLIENT through an interlocal agency agreement, such as the City of Lake City, Florida, with whom the software may be shared. During the term of the agreement, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the SaaS Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 4. SERVICES PROVIDED BY IMAGETREND.

A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.

IMAGETREND shall provide CLIENT software and services, as detailed in Exhibit A, hosted at ImageTrend's premium hosting facility as defined in Exhibit B.

B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.

During the terms of this Agreement and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

C. IMPLEMENTATION SERVICES.

1. IMAGETREND shall provide CLIENT with initial services such as the system configuration and installation into the ImageTrend hosting infrastructure.
2. Introductory training relating to the Software for administrative purposes and "Train-

the-trainer" training for administrators and field level personnel as detailed in Exhibit A.

SECTION 5. MAINTENANCE and SUPPORT.

- A. Phone support for application usage will be provided from 8:30-5:00 CST (9:30 a.m. to 6:00 p.m. EST) with 24 hours incident response. Email and online support incident tracking will also be available 24/7.
- B. Server hosting environment is monitored and supported 24/7 by the ImageTrend X-Team. Contact information is available on the ImageTrend Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.
- C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to mutual approval if additional charges are necessary.

SECTION 6. FEES.

- A. The fees for this contract are as detailed in the attached Exhibit A.
- B. At anytime during this agreement, the CLIENT may contract with IMAGETREND for additional software and services not covered in this agreement with fees to be negotiated on an item-by-item basis. To the extent that CLIENT pays IMAGETREND to uniquely customize the software, each CLIENT shall have the non-exclusive license to utilize such software without additional cost or expense, however to the extent that such software is then distributed and therefore becomes a product requiring ongoing support, as such it shall be subject to support fee increases. Any product enhancements offered by ImageTrend will be offered to all CLIENTS as such and may be subject to licensure and support.

SECTION 7. PROTECTION AND CONFIDENTIALITY.

A. ACKNOWLEDGEMENT.

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.

Each party agrees to keep confidential all information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained or developed by CLIENT directly or indirectly from a third party who has independently developed the

information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT. Notwithstanding anything herein to the contrary, the parties acknowledge Client, Columbia County, Florida, is a political subdivision of the State of Florida and, therefore, must comply with the Florida Public Records Act and other provisions of Florida law requiring the disclosure of certain public records. Client and all parties will comply with all legal requirements regarding disclosure of public records, including those arising from or as a result of this agreement.

C. SURVIVAL.

This Section 7 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 8. WARRANTIES.

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 8 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time. IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose.

SECTION 9. LIMITATION OF LIABILITY.

Unless otherwise provided in this Section 9, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the agreement and monetary damages not to exceed the amount CLIENT has paid IMAGETREND under the terms of this agreement; or (ii) repair of the Software.

SECTION 10. INDEMNIFICATION.

A. INDEMNITY.

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless CLIENT, as well as any agents thereof from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, arising out of: (i) any personal injuries, property damage or death that IMAGETREND may sustain while using CLIENT's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; (ii) any personal injury or death which results or increases by any action taken to medically treat IMAGETREND; (iii) any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or any acts or omissions of IMAGETREND in the performance of this Agreement; and (iv) any claim or action brought against CLIENT, as well as any agents thereof alleging an infringement of any copyright, patent, or trade secrets in connection with CLIENT, as well as any agents thereof usage of the Software hereunder.

Except for the foregoing claims, subject to the sovereign immunity limitations of Florida Statutes 768.28, or as otherwise limited by law, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, arising out of: (i) CLIENT, as well as any agents thereof unauthorized usage, distribution, modification or enhancement of the Software; and (ii) any claim or action brought against IMAGETREND arising out of the negligence or any acts or omissions of CLIENT, as well as any agents thereof in the performance of this Agreement.

B. OBLIGATION TO DEFEND.

Each party shall, upon the other party's request, defend with counsel approved by the requesting party (which approval shall not be unreasonably withheld), at such non-requesting party's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities covered in this Section 10, whether or not such action, claim, suit, cause of action or portion thereof is well founded.

SECTION 11. INSURANCE REQUIREMENTS.

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, attached as Exhibit C, if requested.

SECTION 12. TERMINATION.

A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

B. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 7, above, or makes an assignment in violation of Section 14, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or

makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

SECTION 13 NONASSIGNABILITY.

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 14 GOVERNING LAW.

The parties agree that the law governing this AGREEMENT shall be that of the State of Florida without regard to its conflict of laws principles.

SECTION 15 COMPLIANCE WITH LAWS.

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments under the governing law described in Section 14.

SECTION 16. WAIVER.

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 17 NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT: Columbia County EMS
PO Box 1529
Lake City, FL 32056
ATTENTION: Rusty Noah

TO IMAGETREND: ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 18.FORCE MAJEURE.

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or

cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 19. DISPUTE RESOLUTION.

Any dispute between IMAGETREND and CLIENT under this agreement shall be resolved by a court of competent jurisdiction in Columbia County, Florida, which shall be the sole and exclusive jurisdiction and venue for any legal action. The parties will also participate in the mediation process through the Florida Rules of Mediation.

SECTION 20. INTERPRETATION.

Each party has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This AGREEMENT shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

SECTION 21. SIGNATOR'S WARRANTY.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

SECTION 22. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT"

"IMAGETREND"

By: _____

By: _____

Name: _____

Michael J. McBrady

Title: _____

President

Dated: _____

Dated: _____

EXHIBIT A

System Configuration and Pricing

EXHIBIT B

SaaS Service Level Agreement

EXHIBIT C

Insurance Certificate

EXHIBIT D

HIPAA Business Associate Agreement

EXHIBIT E

Statement of Work

EXHIBIT F

Deliverable Acceptance Signoff Form

EXHIBIT A

System Configuration and Pricing

Proposal:

Price Proposal CJ-057 dated November 23, 2009 (refer to next page for document)

To: Rusty Nash
Columbia County EMS
PO Box 1529
Lake City FL 32060
386-764-7067
columbiacountyems@comcast.net

IMAGETREND Inc.
Making the most of your business.
PROPOSAL

Salesperson		Proposal Number		Date	
Chris Jones		CJ057		November 21, 2008	
Description		Qty	Unit Price	Total	
Software					
Revenue Bridge License Complete (Annual SaaS)		12,000 runs @ \$3.98/run	12,000	\$3.98	\$38,000.00
Revenue Bridge Complete Setup		1	\$9,000.00		\$9,000.00
EMS Modules Included:					
QA/QC	Documents				
CE/Training	Mobile				
Report Writer	Staff Demographics				
History					
Fire Modules Included:					
NFIRS 3.0 Reporting	Locations				
Staff Demographics	Hydrants				
Preplan Overview, Mapping	Shift Setup				
Occupancy	Equipment				
Inspections	Training				
Personnel Calendar					
EMS Field Bridge Site License		1	Included		
Mobile Fire Inspections Client Site License		1	Included		
Other Integrations					
Reports Dashboard		1	\$0.00		\$0.00
Hospital View		1	\$0.00		\$0.00
Auto CMS Service Level		1	\$0.00		\$0.00
EMS Certification Dashboard		1	\$0.00		\$0.00
Billing Bridge Integration Other		1	\$4,000.00		\$4,000.00
Billing Bridge Annual Support		1	\$800.00		\$800.00
CAD Integration Other		1	\$16,000.00		\$16,000.00
CAD Support		1	\$800.00		\$800.00
Training					
Training Sessions - Onsite (Full Day)		3	\$1,000.00		\$3,000.00
Travel per Trainer for Onsite Training		2	\$1,000.00		\$2,000.00
TOTAL Year 1					\$67,560.00
Fee after Year 1					\$37,000.00

Terms of Agreement

- *The above mentioned items will be invoiced independently upon completion with payment terms of net 30 days.
- *The recurring annual support will be billed annually.
- *Project completion occurs upon receipt of the product.
- *A 90 day warranty is in effect for ninety (90) days from receipt of the product.

Agreed to and accepted by:
ImageTrend, Inc.

Columbia County EMS

Signature

Date

If you have any questions regarding this proposal, contact:
Chris Jones at 952-488-6184 or cjones@imagetrend.com or
Tamera Bicknese at 952-488-1588 or tbicknese@imagetrend.com

Thank you for your business!

ImageTrend, Inc.
20805 Kensington Blvd
Lakeville, MN 55044

Tel: 952-488-1588
Fax: 952-685-6671
www.imagetrend.com

Payment Schedule:

A-1 Implementation Services

The table below provides a payment schedule for services performed during the configuration and implementation of Contractor's Software.

Description	Deliverable	Cost
Rescue Bridge Setup Fee and Rescue Bridge Annual SaaS Fee	Completion of Setup of Rescue Bridge	\$ 42,000.00
Billing Bridge	Completion of Billing Bridge Integration	\$ 4,500.00
CAD Integration	Completion of CAD Integration	\$ 15,500.00
Training	Upon Completion of Training	\$ 5,000.00
Annual Fees (Rescue Bridge SaaS, Billing Bridge Support, CAD Support)	Annually on the Go-Live Anniversary	\$ 37,000.00

Terms:

Payment terms are net 30 days.

- The recurring Annual Support will be billed annually.

Statements/Invoices should be mailed to:

Rusty Noah
Columbia County EMS
PO Box 1529
Lake City, FL 32056
Phone: 386-754-7057
Email: columbiacountyems@comcast.net

EXHIBIT B

Software as a Service (SaaS) Service Level Agreement

ImageTrend commits itself to offer an exceptional level of service to our customers. Software as a Service (SaaS) includes application use licensure, hosting and support. This Service Level Agreement (SLA) guarantees your SaaS availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network and offered as SaaS. Please make sure you have read and agreed to this document.

1. Grant of license

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive use license of the Software provided under this SaaS Agreement. During the term of the agreement, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to Service Level Agreement as defined herein. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

CLIENT agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information. CLIENT shall not copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT. CLIENT shall not modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

2. Term

This agreement is in effect for one year from date of SaaS deployment and is automatically renewable unless termination is received in writing with 30 days advance notice.

3. Web hosting network

Our top priority is to provide all customers with mission-critical levels of service. And because we feel that the level of service our customers receive should be beyond their expectations, we are committing ourselves to continuously evaluate and enhance the performance of our network.

4. Web hosting environment

The parties acknowledge that ImageTrend's Server Farm is located in One Financial Plaza Suite B20, 120 6th St South Minneapolis, Minnesota (the "Server Location"). Subject to paragraph 3 below, ImageTrend covenants and agrees to maintain a high speed/high band width hosting environment pursuant to the specifications listed below:

- 100 megabit/s connectivity with redundant connections to multiple tier-1 backbone providers (XO Communications and Time Warner Telecommunications)
- Dual Intel Xeon Processors
- Fault tolerant storage
- 24/7 site and server monitoring
- Microsoft IIS Web Server
- 3 GB Bandwidth per Agreement
- 30 GB Storage per Agreement

5. Uptime guarantee

ImageTrend has a 99.9% Uptime Guarantee on all web hosting plans due to our automated monitoring and alerting systems. Scheduled maintenance and upgrades do not apply to the uptime guarantee and all clients are properly notified of such scheduled occurrences to minimize accessibility interruptions. Additionally, ImageTrend has qualified engineers known as the "X-Team" available 24x7 for emergencies. This service may be subject to charges if they are contacted outside of normal business hours for non-emergency support.

In the use of our EMS Bridge solutions, the EMS Field Bridge is a remote disconnected application that stores all incidents locally and synchronizes with the centralized EMS Service Bridge or EMS State Bridge whenever a connection is available. If for any reason the synchronization cannot take place, the data is still available on the EMS Field Bridge for later synchronization.

6. Support Services

ImageTrend provides both onsite and on-call support for their applications and hosting. Support includes technical diagnosis and fixes of technology issues involving software and hardware. ImageTrend has a broad range of technical support and proposes to provide service in the areas of:

- Web Site Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

7. X-Team Support

Our servers are automatically monitored 24x7 and send out alerts to our X-Team, who respond to all server issues and receive support@imagetrend.com notices 24x7. In addition to our standard services, we offer optional X-Team after-hours and emergency support for our customers. If you are in need of support after business hours or during weekends for everything from application support to hardware and technical emergencies, our X-Team is there to help provide fixes and a guaranteed four-hour turnaround time on service calls placed to them when this level of support has been contracted.

8. Application Usage Support

ImageTrend will provide ongoing support for one year (or as long as contracted) after installation for the customer for any software application errors. This includes continued attention to product performance and general maintenance, but does not include any server related issues, since the application will be installed on the client's servers. ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

ImageTrend's Application Use Support Team is available Monday through Friday from 8:30 am to 5:00 pm CST at:

Toll Free: 1-888-469-7789

Phone: 952-469-1589

After hours issues may be submitted to support@imagetrend.com. These are responded to by ImageTrend's X-Team, who automatically receive all server and critical notifications 24x7. If an issue is deemed non-critical by the X-team they may elect to respond during normal business hours or charge for after hour's resolution.

9. Maintenance and Upgrades

Included in the ongoing support and warranty during the first year (or as long as contracted) of system usage for the customer are system/product maintenance and upgrades. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and may occur twice a year and include minor and major product changes. Customers are notified in advance of scheduled maintenance. ImageTrend offers multi-level technical support. We provide level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

10. Incident Reporting

Malfunctions

ImageTrend takes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the chart below. If the Malfunction reported prevents all useful work from being done, or disables major functions from being performed, we undertake immediate corrective action to remedy the reported issue. If the malfunction reported represents a non-mission critical issue, reasonable corrective action to remedy the malfunction within three business days will be taken. If the malfunction reported disables only non-essential functions, resulting in degraded operations, we undertake reasonable corrective action to remedy the reported malfunction within a reasonable time period.

Submission

All support requests received by either direct phone contacts and support@imagetrend.com are recorded by client, incident description and disposition into our support log.

Severity Level	Examples of each Severity Level:	Notification Acknowledgement: ImageTrend Return Call to Licensee after initial notification of an Error	Action Expectation: Anticipated Error resolution notification after ImageTrend Return Call to Licensee of Notification Acknowledgement of an error.
Severity 1 – Critical	<ul style="list-style-type: none">- Complete shutdown or partial shutdown of one or more Software functions- Access to one or more Software functions not available- Major subset of Software application impacted	Within one (1) hours of initial notification during business hours or via support@imagetrend.com with critical subject status.	Six hours
Severity 2 – Non-Critical	<ul style="list-style-type: none">- Minor subsystem failure-Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a	Within four (4) hours of initial notification	24 Business hours

	first level or response for resolution – usually user error (i.e. training) or forgotten passwords		
Severity 3 – Non-essential	- System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in next version release as mutually agreed upon.	Same day or next business day of initial notification	Next Release

11. Support and Issue Management

Support Log

Information regarding outstanding problems, fixes, modifications and improvements will be available to the Customer electronically and published on a regular basis to a Project Support Log which will be available for Customer's access.

ImageTrend's commitment to service ensures that projects stay on track by anticipating and resolving unexpected issues quickly. ImageTrend Project Management allows project shareholders to identify, prioritize, assign and solve issues based on critical status. Progress is tracked for each issue on the way to resolution.

The Support/Issue queue displays the list of issues and can be sorted by age, ID, reporter, and subject. Graphical aging status keeps project members informed of pending issues, and helps keep the project on track. In addition, each issue upon completion is then marked as 'Closed' and saved for documentation.

In addition to tracking issues, the Support/Issue queue tracks HIPAA incidents. This in turn automatically notifies all designated parties for further action, which may be reporting or further security procedures, such as password changes.

12. Service Requests (enhancements)

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one client and deemed to be outside of the original scope of the product, then a change order is written and presented to the Client. These requests are subject to our standard rates and mutual agreement. Clients review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by ImageTrend using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes but not limited to: development, architecture, testing, documentation, builds, test and uses cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

13. Escalation

ImageTrend has available for their Clients telephone and/or electronic mail support during ImageTrend's normal business hours (8:30 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday, excluding holidays). Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue immediately, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately brought to the attention of both the X-Team and Senior Management.

14. Data Ownership

All customer data collected with ImageTrend applications and hosting remains at all times the property of the customer. Upon request or at the termination of any agreement the customer will receive an encrypted database file including all customer data. The encryption key will be mailed under separate cover. The customer is responsible for providing the proper contact for receiving this information. If the customer requires regular database copies, ImageTrend can provide quarterly encrypted database files \$400/quarter.

15. Data protection

ImageTrend addresses customer privacy issues very seriously. ImageTrend therefore guarantees not to use or make available any personally identifiable information other than administering the client's account and collecting usage statistics in order to improve our products and services specifications. During the term of this Agreement and after termination or expiration of this Agreement, ImageTrend will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by client's and others on ImageTrend's website and acknowledges that all such information is confidential ("Confidential Information"). Confidential Information includes, but is not limited to, the terms and conditions of this Agreement, technical information, price lists, data and business plans. Confidential Information is the exclusive property of the disclosing party and may be used by the receiving party solely in the performance of its obligations under this Agreement. ImageTrend acknowledges that its handling of information on behalf of client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense. This Confidential Information section and all obligations contained therein will survive any termination or expiration of this Agreement.

16. Insurance

ImageTrend has sufficient professional liability insurance against errors and omissions, covering costs or expenses in the event of data loss due to transmission failures or diversion by any party either accidentally or intentionally. Insurance certificate available upon request

17. Termination cancellation and suspension of service

Each of our customers reserves the right to cancel and terminate its subscription with ImageTrend at any time and for any reason with 30 days written notification. ImageTrend reserves the right to suspend and limit network resources to customers failing to pay

the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time of the payment made to us.

18. Service disruption caused by customer actions

ImageTrend cannot be held liable in the event of service outages caused by direct customer actions. Although through there are limitations on the manipulation of critical server configuration files, server settings, etc. a customer is allowed, if any customer's actions directly result in service outage, ImageTrend will only compensate any other customer affected by this outage. It is up to the customer to think of the consequences related to his/her actions.

19. Limited Liability

EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

20. Indemnification

(a) Subject to the sovereign immunity provisions of Florida Statutes 768.28 and other laws applicable to governmental agencies, Client shall indemnify, hold harmless and, at ImageTrend's request, defend ImageTrend, and its directors, officers, and employees, from and against any liabilities, claims, actions, damages, losses, costs and expenses (including court costs and reasonable fees of attorneys), brought by third parties against ImageTrend arising out of or resulting from CLIENT's infringement of such third party's (a) intellectual property rights, or (b) rights as a potential employee of CLIENT, including applicants or candidates for employment by CLIENT.

(b) ImageTrend shall indemnify, hold harmless and, at CLIENT's request and upon ImageTrend's written agreement, defend CLIENT, and its directors, officers, and employees, from and against any liabilities, claims, actions, damages, losses, costs and expenses (including court costs and reasonable fees of attorneys), brought by third parties against CLIENT arising out of or resulting from ImageTrend's infringement of such third party's intellectual property rights.

(c) ImageTrend's solutions are designed and hosted with the utmost consideration for data privacy concerns, adhering to federal and state guidelines and industry best practices, providing audit trails and notifications of all system transactions. ImageTrend maintains adequate professional liability insurance and will provide CLIENT with a Certificate of Insurance for such. In no event shall Licensor or its licensors or suppliers pay for incidental, indirect, special, or consequential damages, even if they have been advised of or should have foreseen, the possibility of such damages beyond the values as maintained in the professional liability insurance.

(d) Both parties shall promptly notify each other in writing. Either party may, at its sole discretion and expense, participate in the defense of any claim or action and any negotiations for settlement. No settlement which may adversely affect either party's rights or obligations shall be made without either party's prior written approval.

21. Payment terms

All SaaS fees are detailed in the investment summary and invoiced monthly for services in advance with payment terms of Net 30 days. Consolidated annual payments available upon request. Fees are subject to annual usage audit.

22. Miscellaneous

a. No provision of this Agreement shall be construed to confer any rights or benefits on any third party not a party to this Agreement.

b. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the applicable laws of the United States of America.

EXHIBIT C

Insurance Certificate

(Intentionally left blank)

EXHIBIT D

HIPAA Business Associate Agreement

Business Associate Agreement

This Business Associate Agreement ("BAA") is effective upon execution of the Agreement between _____, the "Client" or the "Covered Entity," and ImageTrend Inc., a Minnesota corporation located at 20855 Kensington Blvd., Lakeville, MN 55044, "ImageTrend" or the "Business Associate."

I. Background and Purpose.

- (a) Client is subject to and must comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all regulations promulgated pursuant to authority granted therein;
- (b) ImageTrend constitutes a Business Associate of Client (as such term is defined in the Regulations, see 45 CFR 160.103) and wishes to commence or continue its business relationship with Client;
- (c) Business Associate acknowledges that Client must comply with the regulations at CFR at Title 45, Parts 160 and 164 and that to achieve such compliance, the written agreement between Client and Business Associate must contain certain satisfactory assurances that Business Associate will appropriately safeguard certain Protected Health Information (as that term is defined in Federal regulations at 45 CFR 164.501) which it receives from, or creates or receives on behalf of Client.

II. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, which is defined as the Code of Federal Regulations ("C.F.R.") at Title 45, Parts 160 and 164.

III. Obligations and Activities of Business Associate.

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, this BAA or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement, this BAA or as required by law.
- (c) Business Associate agrees to report to Client any use or disclosure of the Protected Health Information not provided for in, or permitted by, this BAA of which it becomes aware.
- (d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Client, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- (e) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client and/or to the Secretary of the Department of Health and Human Services, promptly upon receiving such request, or at such other time as may be designated by the Secretary, for purposes of the Secretary determining Client's compliance with the Privacy Rule.

- (f) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual or an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (g) Business Associate agrees to reasonably promptly provide to Client or an Individual, upon receiving such request, information collected in accordance with Section III (f) of this BAA, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (h) Business Associate agrees to promptly provide access, at the request of client, to Protected Health Information in a Designated Record Set, to client or, as directed by client, to an individual in order to meet the requirements under 45 C.F.R. 164.524.
- (i) Business Associate agrees to promptly make any amendment(s) to Protected Health Information in a Designated Record Set that client directs or agrees to pursuant to 45 C.F.R 164.526 at the request of client or an individual.

IV. Permitted Uses and Disclosures by Business Associate.

- (a) Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Client as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Client.
- (b) Except as otherwise limited in this BAA, Business Associate may use Protected Health Information if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this BAA, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law within the meaning of the Privacy Rule, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- (d) Except as otherwise limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services, if applicable, to Client as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

V. Obligations of Client.

- (a) Client shall notify Business Associate of any limitation(s) in its notice of privacy practices of Client in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Client shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Client shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Client has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- (d) Permissible requests by Client: Client shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule

if done by Client, except that this restriction is not intended, and shall not be construed, to limit Business Associate's capacity to use or disclose Protected Health Information for the proper management and administration of the Business Associate or to provide Data Aggregation services to Client, as provided for and expressly permitted under Section IV. (b), (c), and (d) of this BAA.

VI. Term and Termination.

- (a) *Term.* The Term of this BAA shall be effective upon execution, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Client, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) *Termination for Cause.* Upon client's knowledge of a material breach by Business Associate, Client shall either:
 - (1) Provide an opportunity for Business Associate to reasonably promptly cure the breach upon receiving notice of the breach or end the violation and terminate this BAA if Business Associate does not cure the breach or end the violation within the reasonable time specified by Client;
 - (2) Immediately terminate this BAA if Business Associate has breached a material term of this BAA and cure is not possible; or
 - (3) If neither termination nor cure is feasible, Client shall report the violation to the Secretary.
- (c) *Effect of Termination.*
 - (1) Except as provided in paragraph (2) of this subsection, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information

VII. Miscellaneous.

- (a) *Regulatory References.* A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended
 - (b) *Amendment.* Client and Business Associate agree to take such action as is necessary to amend this BAA from time to time as is necessary for Client to comply with the requirements of the Privacy Rule and HIPAA.
 - (c) *Survival.* The respective rights and obligations of Business Associate under Section VI of this BAA shall survive the termination of this Agreement
 - (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Client to comply with the Privacy Rule.
- . . .

IN WITNESS WHEREOF, Client and Business Associate have caused this Business Associate Agreement to be executed by duly authorized officers.

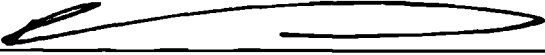
FOR IMAGETREND INC. (ImageTrend):

Signature

Michael J. McBrady, President

Agreed to and Accepted as of the Date Indicated Below.

FOR _____ (Client):



Signature

2/18/10
Date

EXHIBIT E

Statement of Work

Overview

CONTRACTOR is delivering an ePCR solution that consists of the Rescue Bridge, EMS Field Bridge and Mobile Fire Inspections Client Products that will be hosted at CONTRACTOR's facility. To complete this end to end solution there will be two (2) data integrations:

- a. Billing Export to Amazon
- b. SmartCOP (CTS America) CAD Interface

Since this is a product offering, the implementation process consists mostly of installation, testing, and training performed by CONTRACTOR's personnel. Additionally the integrations will require a review of the various systems with which this system will communicate. The data elements, data file format, data exchange standard and the configuration mapping will need to be defined for each. As an open system, seamless data flow and exchange are the goal and accomplished with the support of multiple data file formats and an experienced integrations staff.

Project Planning

The planning process will begin with a kickoff meeting after contract agreement. This will establish the groundwork for this venture, informing all parties of their roles and responsibilities. Additionally, guidelines will be laid for the infrastructure, data dictionary, data imports/exports and the exact details of the acceptance procedure will also be established. The initial steps of finalization of specifications and acceptance criteria will be accomplished with CONTRACTOR's personnel and will be subject to approval by CLIENT's representative.

A task breakdown of a typical Implementation Plan follows:

- Rescue Bridge, EMS Field Bridge and Mobile Fire Inspections Client Application Review to include finalization of the data set, validation rules, system data exchange requirements, acceptance criteria, review training plan and deployment timeframes. CLIENT will be required to complete the implementation workbook;
- Present initial Project Plan deliverable consisting of Project Schedule, Testing Plan, and Training Plan;
- Ongoing weekly Status Reports;
- Rescue Bridge will be installed in the ImageTrend environment for Initial acceptance to include all agreed base functionality. The deliverable for this are the associated licenses;
- Training as specified in the training plan;
- SmartCOP (CTS America) CAD Interface
- Billing Export to Amazon
- Finalize Acceptance Testing
- Installation on the production environment at ImageTrend's data center
- Ongoing data collection and final acceptance review
- Go Live
- Ongoing support

Deliverables

CONTRACTOR will present the following deliverables (i.e., work products) to CLIENT for acceptance. Acceptance means that the deliverable is complete and meets expectations. Acceptance of deliverables on a timely basis is critical in order to avoid delays to the project and establish milestone payment points.

- Contract signature
- Project Plan deliverable consisting of Project Schedule, Testing Plan, and Training Plan;
- Weekly status reports
- Product Licenses
- Installation on ImageTrend's Servers

- Training
- Each Integration acceptance
- Final Acceptance / Go Live

Implementation

Deployment

As a product offering, the Rescue Bridge implementation begins with the deployment to the CONTRACTOR server environment and configured to the details as completed in the implementation workbook completed by CLIENT staff. This will then be reviewed with CLIENT and initial testing can begin. Status updates and phone meetings will be held during the development phase to review functionality.

Modifications and System Enhancements

As a COTS system the Rescue Bridge will be implemented as is and will be configured for usage by the CLIENT's staff. Any modification or system enhancements that are not part of any scheduled release plan are considered out of scope and will be accomplished after a mutually agreed upon Statement of Work and costs has been established.

Testing

Testing will include performance, stability, data integrity, and connectivity measures. Complete testing and acceptance criteria are mutually detailed during the kick-off meeting. In general the tasks will be performed by the CONTRACTOR's team with CLIENT team members responsible for review, modification requests and acceptance.

Training

The CONTRACTOR's Training Curriculum will be reviewed with CLIENT to ensure that all courses are designed to address CLIENT's specific needs. "Train-the-trainer" sessions will train a designated person(s) from CLIENT in all aspects of system administration and usage and provides the basic materials for the training plan for all field personnel. CONTRACTOR will provide the number of training days as specified in CONTRACTOR's Proposal.

Ongoing training sessions will be held regularly (perhaps every 6 months) for new personnel and as review for existing personnel if contracted or may be contracted as necessary. These sessions will be conducted by the trainer via Webinar or alternatively, CONTRACTOR can offer these onsite for additional fees.

CONTRACTOR's Training Curriculum is broken down into two types of training sessions, User Training and Administrator Training.

- User Training.** CONTRACTOR will provide training for up to 25 students total in the use of the Field Bridge, Mobile Fire Inspections and Rescue Bridge applications, 5 hours per day, 1 day. From 9:30am to 12 noon, 1 pm to 3:30pm. Training will be provided in Lake City, Florida at an appropriate facility as determined by the CONTRACTOR's Project Manager and the CLIENT Project Manager. Training costs will be paid for by CLIENT.
- Administrator Training.** Administration Training will focus on system administration and all the features associated with maintaining the application. Additional training will focus on data collection as well as reporting and data analysis. Administration training will include the knowledge to provide Level 1 support and training to field personnel. It is recommended that this training be accomplished in groups, since the interactive questions and assistance improves the learning process and establishes the communication links for the ongoing system usage. CONTRACTOR will provide training on the installation, configuration, and maintenance of the Field Bridge, Mobile Fire Inspections and Rescue Bridge applications for technical support personnel (up to 10) for 8 hours per day, 2 days, from 8:00am to 12noon, 1pm to 5:00pm. Training will be provided in Lake City, Florida at an appropriate facility as determined by CONTRACTOR's Project Manager and the CLIENT Project Manager. Training costs will be paid for by CLIENT.

- c. Documentation will be provided in PDF format, which CLIENT will be allowed to reproduce for their own internal use. Access will also be provided to ImageTrend University, which contains self-guided tutorial online videos as additional educational materials, which can be used for either initial or refresher training. When accessing ImageTrend University through their application, users can view educational videos, manuals, quick guides and workbooks to assist them in better understanding our software and support train-the-trainer sessions. These manuals may be copied and/or digitized by CLIENT for CLIENT's internal use.

Integrations

The following integrations have been established to define the overall data flow goals. It is understood that during discovery and finalization of the requirements for each integration the data elements, data file format, data exchange method, mapping and validation will be defined. Modifications may be necessary to accommodate technical issues and feasibility constraints, as well as third party vendor cooperation. These will be clearly discussed with all alternatives to accomplish the most advantageous solution. CLIENT agrees to be responsible for facilitating necessary communications with the third party vendors. The actual implementation strategy and timeline will be mutually agreed upon.

Technical Contacts

CLIENT Contacts:

Name: Rusty Noah
Title: Assistant Chief – EMS Operations
Phone: 386-758-2120 (office)
Email: columbiacountyems@comcast.net

Billing Export Contact: Amazon

Name:
Title:
Phone: 1 563 387 3191
Email:
Version Number:
Website: <http://www.ortivusna.com/Products/Sweet-Billing.asp>
Specification sheet required and will be found in the Project Plan

CAD Contact: SmartCOP (CTS America)

Name: Chris Rawson
Title: Project Manager
Phone: (850) 429-0082
Email: Chris.Rawson@cts-america.com
Version Number:
Website: <http://www.cts-america.com/>
Specification sheet required and will be found in the Project Plan

Final Deployment

Once the installation is completed, the training plan and Go Live procedure will be reviewed and modified if necessary. Testing will include performance, stability, data integrity and connectivity measures. At this point the full application usage will begin. At the end of this phase a status review and final acceptance meeting will be held.

Project Schedule

- a. CLIENT ePCR Initial Implementation Schedule – see attached Microsoft Project Plan.
- b. Prior to CLIENT's signature of this document, CONTRACTOR and CLIENT will define and mutually agree to a Schedule of Services and associated Payment Schedule, included in Exhibit A, that will be reviewed, the milestones defined together with the requisite dollar payment for each milestone. Go-Live needs to be defined with a date certain for completion (with acceptance of the system). These need to be specifically set out and approved by CLIENT and

CONTRACTOR prior to execution of the Agreement and may be reviewed and modified on an ongoing basis during the duration of the contract. Mutually agreed to changes can be accomplished without a contract amendment.

Customer Review and Acceptance

Acceptance of Deliverables

When CONTRACTOR has completed a Deliverable, CONTRACTOR shall forward such Deliverable to CLIENT with an Acceptance Form. Acceptance of a Deliverable shall be based on its conformity to the Contract Documents. Within) working days after CLIENT's receipt of such Deliverable, or as otherwise mutually agreed by the parties, CLIENT shall return to CONTRACTOR the Acceptance Form executed by CLIENT's project manager or shall forward to CONTRACTOR's project manager a written report requesting modification.

Acceptance Testing

CLIENT shall commence and complete acceptance testing in accordance with the Testing Plan submitted as part of the Project Plan. CLIENT shall evaluate the System for purposes of acceptance against the Acceptance Testing Criteria

Final Acceptance

Upon agreement between CONTRACTOR and CLIENT that all Deliverables have been received and accepted, CONTRACTOR shall certify in writing to CLIENT that the System is ready for First Full Functional Use.

Special Considerations

This section will detail all special considerations previously discussed and agreed to by CLIENT and CONTRACTOR.

1. Not Applicable

EXHIBIT F

Deliverable Acceptance Signoff Form

**ImageTrend Implementation
Deliverable Acceptance Form**

Project Name	Columbia County EMS Implementation	Date Submitted	
Deliverable Name		Date Reply Due	

Description and Acceptance Criteria

Deliverable Amount: \$ _____.

Client Acceptance

☐

Approve

☐

Disapprove

Signature

Date

Type or Print Name

Remarks