

RESUSCITATION QUALITY IMPROVEMENT PROGRAM MASTER SERVICES AGREEMENT

This Resuscitation Quality Improvement (“RQI”) Master Services Agreement (“Agreement”) is entered into and effective as of the last date this Agreement is executed by the parties (“Effective Date”) by and between **RQI Partners, LLC** (“RQIP”), a Delaware Limited Liability Company with its principal place of business at 7272 Greenville Ave., Suite P2020, Dallas, Texas, 75231 and **San Bernardino County**, a political subdivision organized and existing under the constitution and the laws of the State of California on behalf of Arrowhead Regional Medical Center, having its principal place of business at 400 N Pepper Ave., Colton, CA 92324-1801 (“Customer”). ***RQIP is a partnership between the American Heart Association and Laerdal Medical***, specifically established to sell, service and support their Resuscitation Quality Improvement Program for customers on their behalf.

1. Definitions.

“Program” or “RQI” means the Program portfolio as described in Section 2 and the subject of this Agreement.

“HeartCode” means the branded program, or its successors, which forms a part of the RQI Portfolio and delivers a program eLearning activity to enable learners to achieve a traditional AHA course completion ecard.

“System Implementation” or “Implementation” means the satisfactory installation of any equipment to be provided as a part of the service, and proof that the system is operational evidenced by implementation of systems for ten users.

“Order Form” means the ordering document representing purchase of any Services agreed to between the parties signed under this Agreement. The term “Order Form” also includes any subsequent document intended by the Parties to effect a change to the Service, such as a Change Request Form or Order Modification Form.

“Service” means all services ordered by the Customer to be included in RQI Order Forms that are subject of this Agreement.

“Users” means Customer's employees, consultants, contractors, clients or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer, or by RQIP at Customer's request.

2. Program Description – Resuscitation Quality Improvement (RQI).

The RQI portfolio of Programs is a system developed jointly by the American Heart Association and Laerdal Medical AS to assist in the continuous improvement of resuscitation skills provided by healthcare workers. RQI Partners, LLC, is a joint venture of the American Heart Association and Laerdal Medical Corporation established to sell, service and support the RQI Program.

The Program utilizes a variety of learning tools to assist in competence development through frequent, small quantities of learning activities, including performance feedback and measurement. The Program implemented at Customer site includes some or all the following as specified in an Order Form:

- **Skills learning activities** for the practice of resuscitation skills using special simulation learning stations deployed at all locations;
- **Simulation Stations** that include all necessary equipment to ensure completion of skills learning activities;
- **Simulations & Feedback By Telephone** to allow emergency call takers to improve competence in guiding bystanders through critical resuscitation skills;

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- **Knowledge and decision-making e-learning activities** and may include interactive web-based and video content;
- **HeartCode Program** an e-learning system which provides an alternative method of delivery of traditional AHA healthcare provider and course completion ecard;
- **Learning management system** to ensure the suitable management of learning activities within, reporting and administration of the Program;
- **Debriefing of Case Performance** to provide guidance on system improvement;
- **Rolling electronic eCredential maintenance** system that maintains the electronic credential for Verified Competence, compliance documents for the Customer, and the validity periods;
- **Get With The Guidelines -Resuscitation** system for collection of data and measurement of system improvement. Customers electing to engage in the Get With The Guidelines (GWTG) system on an Order Form under this Agreement, must also have completed an American Heart Association Get With The Guidelines Unified Participation Agreement to be eligible in that activity.

3. Service.

- 3.1. Provision of Service.** Customer agrees that the purchase of User subscriptions for Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by RQIP with respect to future functionality or features.
- 3.2. Additional Users.** User subscriptions for the Service are for named Users and cannot be shared or used by more than one User but, except for HeartCode licenses, and may be reassigned by Customer to new Users replacing former Users who have separated from employment, changed job status or function, or otherwise no longer require ongoing use of the Service. HeartCode licenses are considered consumed at User commencement in the Program and may not be assigned. Customer acknowledges that RQIP may conduct usage audits and invoice Customer, and Customer agrees to pay, for any usage above the number of subscriptions specified in Customer's Order Forms, and also adjust future billing rates to the new subscription level indicated by Customer's actual usage. Unless otherwise specified in the relevant Order Form:
- (a) the term of the additional User subscriptions shall be coterminous with the expiration of the then current subscription term; and
 - (b) pricing for the additional User subscriptions shall be the same as that for the pre-existing subscriptions, prorated for the remainder of the then current subscription term.
- 3.3. Administrative Users.** Each subscription will include a number of User accounts that include limited system administration features, the number of which shall be agreed from time to time between the parties.
- 3.4. Authorized Support Contacts.** Customer will designate one or more Administrative Users who are authorized to invoke technical support and permit technical support technicians to access and make changes to Customer's Services.

4. Use of the Service.

The Service included in the Fees stated on the Order Form may include:

- 4.1. Simulation Learning Stations-** all equipment for skills simulation activities as provided on the Order Form (not including the use of any consumables required to operate the equipment). Except in the case of an out of box failure or product defect, Customer is responsible for replacing manikin faces and lungs, wipes, adult and infant

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bag, adult and infant clothing. Customer acknowledges that in receiving the Service it does not take title or ownership to any of the equipment provided for the Services under this Agreement.

4.2. System Implementation – services to ensure that equipment installed at the Customer's site is operational and that site administrators have been orientated to enable them to manage and operate the provided systems. An Implementation Fee shall be included on the Order Form to cover such establishment charges.

4.3. Equipment Support – services to ensure that the provided equipment for the Service remains operational and functional. In the case of failure of equipment RQIP will, as far as commercially reasonable, undertake to repair or replace at its own discretion and expense within five working days of the reported failure.

4.4. Customer Support - standard telephone and online support to Customer's Authorized Support Contacts during normal RQIP Support Hours (generally Monday-Friday, 8 a.m. to 8 p.m. and Saturday 10 a.m. to 6 p.m. Eastern time, except holidays), which are subject to change.

4.5. Software and Data Handling - use of commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond RQIP's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, acts of terror, strikes or other labor problems (other than those involving RQIP employees), computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within RQIP possession or reasonable control, and network intrusions or denial of service attacks.

5. Customer Responsibilities. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) use commercially reasonable efforts to preserve and care for the Simulation Learning Stations and prevent unauthorized access to, or use of, the Service, and notify RQIP promptly of any unauthorized use; (c) comply with all applicable local, state, federal, and foreign laws in using the Service and not use the Service in a manner that would violate any federal or state laws of the United States; and (d) not move any RQIP equipment beyond the designated facility where it was installed, modify, dispose of, transfer or otherwise devalue the Simulation Learning Stations without prior written approval by RQIP.

6. Fees & Payment.

6.1. Fees. Customer shall pay all fees specified in all executed Order Forms. Except as otherwise stated on an Order Form, all fees are quoted and paid in United States dollars. In the case of the Service, and except for Implementation Fees and other services as stated on an Order Form:

- (a) fees are based on the number of User subscriptions purchased on the relevant Order Form, not the extent of actual usage;
- (b) fees are non-refundable, except as otherwise stated in this Agreement; and
- (c) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

6.2. Customer Invoicing & Payment. Customer shall provide complete and accurate billing and contact information to RQIP and notify RQIP of any change to such information. Fees for the Service will be invoiced in advance in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, charges are due net sixty (60) days from the invoice date.

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- 6.3. System Implementation and Subscription Fees.** Upon completion of equipment delivery and System Implementation as defined in Section 1 of this Agreement RQIP will initiate immediate billing for the Implementation Fees. Unless otherwise provided on the Order Form, the fees for the subscription, and associated billing, on the Service shall commence on the initiation of the first subscription being activated.
- 6.4. Taxes.** Unless otherwise stated, RQIP's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all applicable Taxes, excluding only taxes based on RQIP's income. If RQIP has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless the Customer qualifies for exemption of some or all of the Taxes and Customer provides RQIP with a valid tax exemption certificate authorized by each appropriate taxing authority. Customer represents and warrants that it is a county exempt from Federal excise taxes, and no payment shall be made for any personal property taxes levied on RQIP or on any taxes levied on employee wages. Customer shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the Customer pursuant to the Agreement.
- 6.5. Suspension of Service.** If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, RQIP reserves the right to suspend the Service provided to Customer, without liability to Customer, until the overdue amounts are paid in full.

7. Proprietary Rights.

- 7.1. Reservation of Rights.** Customer acknowledges that in providing the Service, RQIP utilizes (a) trademarks and service marks; (b) certain audio and visual information, documents, software and other works of authorship; and (c) other technology, software, hardware, products, know-how and other trade secrets, designs, inventions and other tangible or intangible technical material and other intellectual property licensed to RQIP (collectively, "RQIP Licensed IP") and that the RQIP Licensed IP is covered by intellectual property rights licensed to Customer under this Agreement (collectively, "RQIP IP Rights"). Other than as expressly stated in this Agreement, no license or other rights in or to the RQIP Licensed IP or RQIP IP Rights are granted to Customer, and all licenses and rights are expressly reserved.
- 7.2. License Grant.** To the extent Customer orders Services under this Agreement, RQIP grants Customer and its Users a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the Service in accordance with the terms of this Agreement.
- 7.3. Restrictions.** Customer shall not (a) modify, copy or create derivative works based on the Service or RQIP Licensed IP; (b) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets; (c) disassemble, reverse engineer, or decompile the Service or RQIP Licensed IP, or access it in order to (i) build a competitive product or service; (ii) build a product or service using similar ideas, features, functions or graphics of the Service; or (iii) copy any ideas, features, functions or graphics of the Service; or (d) permit any use, removal or changes to any branding marks or logos on any components of the Service.
- 7.4. Intellectual Property Indemnification.** RQIP will indemnify, defend, and hold harmless Customer and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright,

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trademark or trade secret (Intellectual Property Rights) by any goods or services provided by RQIP under this Agreement. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Customer will use reasonable efforts to notify RQIP promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve RQIP of its obligations only if and to the extent that such delay or failure materially prejudices RQIP's ability to defend such lawsuit or claim. Customer will give RQIP sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that RQIP may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the goods or services that are the subject of the claim. In the event that RQIP fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by RQIP, then RQIP shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. After thirty (30) days, Customer will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Customer to RQIP. This shall not apply to any judgment or settlement amount, which amounts Customer shall be entitled to notify, invoice or debit RQIP's account at any time; and Customer, at its sole discretion, may settle the claim or suit.

If, in RQIP's opinion, any goods or services under this Agreement become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, RQIP may, at its option: (i) procure for Customer the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of RQIP, Customer shall cease use of the goods or services upon written notice from RQIP, and RQIP shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to RQIP for such goods or services.

8. Customer Data.

8.1. General. As between RQIP and Customer, all data obtained by RQIP from Customer through the provision of the Service, including all data results compiled by RQIP in providing the Service ("Customer Data") is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Customer grants RQIP, the American Heart Association and Laerdal Medical, an unrestricted, royalty-free, irrevocable license to maintain and distribute aggregated compilations of Customer Data ("Aggregated Data") and to use such Aggregated Data for future studies and reports; provided, that the Aggregated Data will not reveal any personal information or the identity of Customer or any information in violation of FERPA (as defined below).

8.2. Learning Service Data. RQIP may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request. Customer agrees that RQIP may distribute certain Customer Data to support service, licensing and accreditation organizations for the benefit of Users. RQIP will release the minimum data required to adequately credit Users for educational activities completed.

RQI Program Master Services Agreement – Rev 12/7/19**9. Confidentiality.**

- 9.1. Definition of Confidential Information.** As used in this Agreement, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information expressly includes all proprietary information and details that are generally considered "trade secrets" in the medical education and quality improvement services, medical and health-related technology and resuscitation technology industries. Confidential Information (except for Customer Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (d) is received from a third party without breach of any obligation owed to the Disclosing Party; or (e) is required to be disclosed by state or federal law.
- 9.2. Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or where required by law. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. RQIP understands that Customer is a public entity subject to, among other laws, decisions, rules and statutes, the Ralph M. Brown Act, the California Public Records Act, and the Sunshine Ordinance in its County Code and RQIP consents to disclosure of information and writings, including but not limited to this Agreement and any amendments, to the extent required by applicable law.
- 9.3. Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 9, the Disclosing Party shall have the right, in addition to any other remedies, to seek injunctive relief, restraining order or other equitable relief to prevent breaches of this Section 9, it being specifically acknowledged by the parties that a violation of any of the terms of this Section 9 will cause the Disclosing Party irreparable injury for which adequate remedy at law is not available.

10. Warranties.

- 10.1. General.** Each party represents and warrants that it has the legal power to enter into this Agreement. RQIP represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision of the Service; (ii) it owns or otherwise has sufficient rights to the Service and the RQIP Licensed IP to grant the rights and licenses granted in this Agreement; and (iii) the Service, RQIP Licensed IP and RQIP Licensed Rights do not infringe any intellectual property rights of any third party.
- 10.2. Non-Exclusion.** RQIP represents and warrants that RQIP, its officers, directors, and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal

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offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in RQIP being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty and RQIP shall immediately notify Customer of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Customer the right to terminate this Agreement immediately for cause.

10.3. *FERPA.* RQIP represents and warrants that it will not disclose any information in violation of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time, and that Education Records, as defined by FERPA, shall remain in the ownership of Customer.

10.4. *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, RQIP MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. RQIP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Mutual Indemnification.

RQIP shall defend, indemnify, save, and hold harmless Customer its trustees, officers, employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by Customer to the extent arising out of any claim, action or proceeding for the wrongful conduct, or negligent acts or omissions of RQIP.

Customer shall defend, indemnify, save, and hold harmless RQIP its officers, employees and agents from and against any and all judgments, damages, costs and expenses, including reasonable attorney's fees, paid or incurred by RQIP to the extent arising out of any claim, action or proceeding for the negligent acts or omissions of Customer

12. Limitation of Liability.

12.1. *Limitation of Liability.* EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 6 (PAYMENT OF FEES), 7.3 (RESTRICTIONS), 9 (CONFIDENTIALITY), and 11 (INDEMNIFICATION), OR ANY CLAIMS BASED ON PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF \$100,000 OR FIVE TIMES THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICE.

12.2. *Exclusion of Consequential and Related Damages.* EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 9 (CONFIDENTIALITY) and 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

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13. Term & Termination.

- 13.1. *Term of Agreement.*** The Term of this Agreement begins on the Effective Date and continues for forty-eight (48) months from the Date of the commencement of the first subscription, unless earlier terminated in accordance with the provisions of this Agreement.
- 13.2. *Term of User Subscriptions.*** User subscriptions for Services commence on the start date of the first subscription commences and continues for the subscription term specified in the Order Form. The parties may agree to extend the Term of this Agreement, providing that the extension is approved in writing by both parties on an Order Form and states the conclusion date of the extended term and the price for the respective subscriptions and services.
- 13.3. *Termination for Cause.*** A party may terminate this Agreement for cause: (a) upon thirty (30) days written notice of a material breach to the other party if the breach remains uncured at the expiration of the cure period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, RQIP shall refund Customer any prepaid fees for the Service for the remainder of the User subscription term after the date of termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to RQIP prior to the effective date of termination.
- 13.4. *Termination for Convenience.*** Both Parties reserve the right to terminate this Agreement on the first anniversary of the commencement of the first subscription, provided that 90 days' notice is given in advance of that date. Thereafter, the Agreement may be terminated without cause with 90 days advanced notice in writing to the other party.
- 13.5. *Effect of Termination.***
- (a) ***No Release.*** The expiration or termination of this Agreement, for any reason, shall not release either Party from any obligation or liability to the other party under this Agreement that has already accrued, including any payment obligation, or that accrues between notice of termination and the effective date of termination. Following the termination of this Agreement, RQIP will invoice the Customer for any outstanding fees and expenses due and owing under this Agreement, and the Customer shall pay all such amounts to RQIP in accordance with the payment terms set forth in Section 6.
 - (b) ***Return of Materials.*** Upon termination of this Agreement, Customer shall:
 - (i) in accordance with instructions given by either RQIP or its Service Provider, use reasonable care to remove any RQIP Equipment located at the Customer's premises, package all items, and insure and safely return such equipment to the address specified at the expense of the customer;
 - (ii) provide reasonable cooperation and assistance to and appropriate access by RQIP or its Service Provider for deactivating the Services; and, if applicable, removing equipment; and
 - (iii) if termination was by RQIP for cause or for convenience by Customer, pay all reasonable fees and expenses related to the deactivation, removal, packaging, shipping and delivery of, and any tangible items related to, the Services, including travel costs if work at Customer's location(s) is required.
- 13.6. *Surviving Provisions.*** The following provisions shall survive any termination or expiration of this Agreement: Sections 5 through 9, 11, 12, and 16 and paragraph 13.4.

14. General Terms for Order Forms

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14.1. Governance Of Order Forms - An Order Form and the use of the Service(s) ordered shall be governed in all cases by this Master Services Agreement between RQIP and Customer. An Order Form shall state the date of the Agreement, any services or changes to be covered by the Order Form, pricing for any services to be provided under the Order Form, and any special conditions. Any additional terms and conditions specific to the Service(s) shall not be effective until the Order Form is signed by authorized representatives of both parties. If an Order Form is to be agreed between the parties at the time of signing this Agreement, it shall be included as Exhibit A and shall be considered authorized by the signing of this Agreement.

14.2. Subscriptions On Order Forms - The number of active users in the Program subscriptions may be assessed on the first day of each calendar quarter, and additional users beyond the quantity in the Master Services Agreement (MSA) and/or any Order Form(s) shall be added to such MSA and Order Form(s) and subject to billing at the point assessed. The Order is intended by both parties to run for the full term for each Service in the Order Details, and the parties acknowledge by signing the Order Form that they are aware of the current expiration date of the Agreement and the provisions for renewal and termination.

15. Insurance. RQIP shall maintain the following insurance coverage at the following minimum limits for the Term of this Agreement:

- Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons.
- Commercial/General Liability Insurance – General Liability Insurance covering all operations performed by or on behalf of RQIP providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include: Products and completed operations, Broad form property damage (including completed operations), Personal injury, Contractual liability, and a \$2,000,000 general aggregate limit.
- Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

All policies, except for Worker's Compensation, shall contain additional endorsements naming Customer as an additional named insured with respect to liabilities arising out of this Agreement. When applicable, and when requested by Customer, evidencing proof of the foregoing coverage shall be furnished to Customer.

RQIP shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit RQIP and RQIP's employees or agents from waiving the right of subrogation prior to a loss or claim. RQIP hereby waives all rights of subrogation against Customer.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.

RQIP agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and with respect to Commercial/General Liability Insurance and Automobile Liability Insurance there will be no cross liability exclusions that preclude coverage for suits between RQIP and Customer or between Customer and any other insured.

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Unless otherwise approved by Customer's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Customer's Department of Risk Management.

16. General Provisions.

16.1. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

16.2. Notices. All notices under this Agreement shall be in writing and given to the party's address first written above, and shall be deemed to have been given, unless returned due to delivery problems, upon the earliest of: (a) personal delivery; (b) written confirmation of receipt by the other party; or (c) the second business day after mailing.

16.3. Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

16.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

16.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

16.6. Attorney's Fees. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the indemnification obligations.

16.7. Licenses, Permits, and/or Certifications. RQIP shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. RQIP shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. RQIP will notify Customer immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

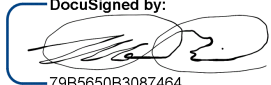
17. Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets with sixty (60) days advance notice to the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

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- 18. Governing Law and Venue.** This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
- 19. Entire Agreement.** This Agreement, including all exhibits and addenda and all Order Forms signed under this Agreement, constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum, or Order Form, the terms of the exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary within it, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 20. Counterparts.** This Agreement may be executed in counterparts, either in physical or digital form, which, taken together, shall form one legal instrument.

AGREED

RQI Partners, LLC

By:  79B5650B3087464...

Print Name: Matt Boisclair

Title: Vice President, Customer Impact

Date: 6/30/2021

**San Bernardino County on behalf of
Arrowhead Regional Medical Center**

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A**Quotation**

An American Heart Association®
and Laerdal® Program

Quote #: Q-05996
Date: 5/14/2021
Expires On: 60 Days From Quotation Date

RQI Partners LLC

7272 Greenville Avenue
 Dallas, Texas 75231
 USA

Customer
 Sarah Cairney
 Arrowhead Regional Medical Center
 400 N Pepper Ave
 Colton, CA 92324-1801
 USA
 (909) 580-1312
 cairneys@armc.sbcounty.gov

Impact Manager: Shelley Aubuchon
Email: shelly.aubuchon@rqipartners.com

Initial and Implementation Fees

Number	PRODUCT NAME	CONTRACTED TERM	TOTAL QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	HeartCode BLS Complete	48	1,000.00	\$43.20	\$40,500.00
2	HeartCode ACLS Complete	48	400.00	\$144.50	\$54,600.00
3	HeartCode PALS Complete	48	100.00	\$162.45	\$16,245.00
4	RQI Skill Station (Previously Installed)	48	2	\$0.00	\$0.00
TOTAL:					\$111,345.00

CONTRACT TOTAL: \$111,345.00

This quote represents a good faith offer for services that, unless withdrawn orally or in writing by RQI Partners prior to acceptance, are accepted by signing and returning to the representative who submitted to you. The agreement created by your acceptance guarantees the pricing indicated in the quote subject to additional terms and conditions that will be attached as a Master Services Agreement that you will have 30 business days to review and either accept or reject without penalty to you.

Customer acknowledges that RQI Partners may conduct usage audits and Invoice Customer, and Customer agrees to pay for any usage above the number of subscriptions specified in the Customer's Order Forms. Except in the case of an out of box failure or product defect, customer is responsible for replacing manikin faces and lungs, wipes, adult and infant bag, adult and infant clothing.

Appropriate sales tax will be added to Invoice.