

AGREEMENT**PURCHASE AND SERVICES AGREEMENT**

THIS PURCHASE AND SERVICES AGREEMENT is made as of _____, 2023 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Stryker Sales, LLC DBA Stryker Medical ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 21-0422-P ("RFP") for Electro-Cardiograph (EKG) Monitor / Defibrillators and Services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to sell certain products ("Products") and perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Emergency Medical Services (EMS) & Fire Administration Director or Designee.
- C. **Additional Services** intentionally omitted.
- D. **De-scoping of Services** – Intentionally omitted
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on the Effective Date; and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.
- B. For the first five years of this Agreement, Contractor will not adjust discounts for Products and Services set forth in each Exhibit A.
- C. **Term Extension** – The contract may be extended subject to written notice of agreement from the County and the Contractor for two (2) additional three (3) year periods beyond the primary contract period. Term extensions will allow for annual price adjustments during each year of the Term Extensions, Contractor may adjust discounts for Products and Services in each Exhibit A by no more than 5% per year, OR, the average of the Producer Price Index (PPI) for all Urban Consumers, Series Id: PCU33913391, Not Seasonally Adjusted, for the twelve months prior to extension, whichever is less.

It is the vendor's responsibility to request any pricing adjustment under this provision.

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6. Compensation and Method of Payment

- A. **Services Fee** – The County agrees to pay the Contractor a total not-to-exceed sum of \$6,893,429.94 (delete 6,587,115.66), County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified Exhibit A.
- B. Acceptance is defined as receipt of the EKG Monitoring Equipment. Each unit is a stand-alone device that does not require installment payments or special system setup to be functional.
- C. Payment shall be: (1) due 45 days after acceptance; and (2) made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.
- D. The County shall have no obligation to pay any amount to Stryker Medical in excess of the price shown on Exhibit A for Services performed pursuant to this Agreement, except in the case specific written customer requested services confirmed by County's written purchase order or intentional product misuse or mishandling that gives rise to unnecessary or extensive damages that could have been reasonably anticipated and guarded against.
- E. For the first five years of this Agreement, Contractor will not adjust discounts for Products and Services set forth in each Exhibit A. During each year of the Term Extensions, Contractor may adjust discounts for Products and Services in each Exhibit A by no more than 5% per year, OR, the average of the Producer Price Index (PPI) for all Urban Consumers, Series Id: PCU33913391, Not Seasonally Adjusted, for the twelve months prior to extension, whichever is less.
- F. It is acknowledged and agreed by Stryker that this compensation constitutes a limitation upon County's obligation to compensate Stryker for the Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all the Services required by this Agreement.
- G. Taxes - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation, and certain excise taxes.
- H. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit C attached hereto.

7. Personnel

- A. **E-Verify** - The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the

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Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination**A. Contractor Default Provisions and Remedies of County**

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

AGREEMENT**C. Termination for Convenience**

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Delivery time.

The following provisions for delivery time shall apply:

Fifty Lifepaks within thirty days of receipt of PO. Remainder of Lifepaks within 60 days of receipt of PO.

10. Confidential Information and Public Records

- A. County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

AGREEMENT**Public Records Liaison****Phone: 727-464-3237****Email: mcchartier@pinellas.gov****11. Audit**

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Intentionally omitted.

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify and defend County from any third party claims related to bodily injury or damage to personal property which County may suffer solely as a result of (i) a defect in workmanship or design of the Products or (ii) the gross negligence or willful misconduct or violation of applicable law by Contractor, its employees, and authorized agents in their performance under this Agreement. This indemnification does not apply to liability and/or damages arising from: (a) the negligence of any person other than an employee or agent of Contractor; (b) the failure of any person other than an employee or agent of Contractor to follow any labeling, manuals and/or instructions for use of the Product; or (c) the use of any product not purchased from Contractor, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of Stryker. Contractor will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof.
- C. **Liability** - Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

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- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services and Products

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Emergency Medical Services (EMS) & Fire Administration Director or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to **Contractor**.

20. Subcontracting/Assignment

A. **Subcontracting** - Intentionally omitted

B. **Assignment** -

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor. Notwithstanding, Contractor may assign without notice to a wholly owned Stryker subsidiary, though the County may elect to terminate this Agreement upon this assignment by providing written notice of its election to terminate pursuant to this provision.

21. Survival

With exception to insurance, the provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email

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and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

For County:

Attn: Director - SES - EMS & Fire Administration
12490 Ulmerton Road Suite 134
Largo, Florida 33774

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with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor: USContracts@stryker.com

Attn: Contracts Manager

23. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

Intentionally omitted.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

AGREEMENT**28. Waiver**

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Exhibit A – Statement of Work/ Product list and Price
- B. Pinellas County Agreement
- C. Business Associate Addendum
- D. Exhibit A-5 Stryker Software and Hosting terms and conditions

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida **PINELLAS COUNTY** acting by and through the

Board of County Commissioners

Stryker Sales, LLC DBA Stryker Medical

By:

By:

Signature

Signature

Kathryn Janecke

Print Name

Kathryn Janecke

Print Name

Title

Sr. Director, Commercial Operations

Title

Date

May 5, 2023

Date

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By:

Deputy Clerk

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

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EXHIBIT A - STATEMENT OF WORK

Pricing Discounts for Products & Services:

Discounts are off published List Price at the time of purchase.

Product Group	Product Category Description	Pinellas County
LP15 Accessories	Reusable Accessories for LP15 Monitors	35%
AED Accessories	Reusable Accessories for LP/HS AEDs	35%
LUCAS Accessories	Reusable Accessories for LUCAS Chest Compression System	30%
Disposables	Electrodes, Capnography, FilterLines, Paper, etc.	35%
Transport Accessories	Accessories for Cots, Fasteners or Stair Chairs	30%
LP15 Devices	LP15 Monitor/Defibrillators	14%
AEDs	LPCR2/LP1000/Heartsine branded AED devices	24%
LUCAS	LUCAS Mechanical Chest Compression Devices	12%
McGrath	McGrath Video Laryngoscope, Batteries, Blades	30%
Transport Equipment	Cots/Fasteners/Chairs	14%
Data Solutions	Data services including LifeNET and Code-Stat	15%
ProCare Contracts	Service plans for equipment purchased	15%



Exhibit A-1

Pinellas County LP15

Quote Number: 10650223

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: PINELLAS CTY EMS

Rep: Paige Vanderwall

Attn:

Email: paige.vanderwall@stryker.com

Phone Number:

Quote Date: 04/19/2023

Expiration Date: 07/31/2023

Delivery Address

Name: PINELLAS CTY EMS

Account #: 1501831

Address: 12490 ULMERTON RD RM 1

LARGO

Florida 33774

End User - Shipping - Billing

Name: PINELLAS CTY EMS

Account #: 1501831

Address: 12490 ULMERTON RD RM 1

LARGO

Florida 33774

Bill To Account

Name: PINELLAS COUNTY EMS

Account #: 1504530

Address: PO BOX 2438

CLEARWATER

Florida 33757-2438

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001955	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	160	\$33,183.65	\$5,309,384.00
2.0	41577-000284	Ship Kit -QUIK-COMBO Therapy Cable (11113-000004); 2 rolls100mm Paper (11240-000032); RC-4, Patient Cable, 4ft. (11171-000037); NIBP Hose, Coiled (21300-008148); NIBP Cuff, Reusable, adult (11160-000015); 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft (11111-000018); 12-Lead ECG Cable, 6-Wire Precordial attachment (11111-000022)	160	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	493	\$393.90	\$194,192.70
4.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	200	\$280.80	\$56,160.00
5.0	11220-000028	LIFEPAK 15 Carry case top pouch	200	\$50.70	\$10,140.00
6.0	11260-000039	LIFEPAK 15 Carry case back pouch	200	\$72.15	\$14,430.00
7.0	11111-000018	ECG Cable, 12-Lead, 5ft. - Trunk cable with AHA limb leads	100	\$321.10	\$32,110.00
8.0	11111-000022	ECG Cable, 12-Lead, 6-Wire Precordial Attachment (AHA)	100	\$129.35	\$12,935.00
9.0	11577-000011	Mobile Battery Charger - For the LP15	159	\$1,747.85	\$277,908.15
10.0	11240-000032	Strip chart recorder paper, 100mm, 2 rolls/pkg	960	\$18.20	\$17,472.00
11.0	21330-001365	Test load (for use with QUIK COMBO therapy cable)	5	\$62.40	\$312.00
12.0	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	66	\$325.00	\$21,450.00
13.0	11160-000015	NIBP Cuff-Reusable, Adult	200	\$26.00	\$5,200.00



Exhibit A-1 cont'd

Pinellas County LP15

Quote Number: 10650223

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: PINELLAS CTY EMS

Rep: Paige Vanderwall

Attn:

Email: paige.vanderwall@stryker.com

Phone Number:

Quote Date: 04/19/2023

Expiration Date: 07/31/2023

#	Product	Description	Qty	Sell Price	Total
14.0	11996-000474	4G Modem: Verizon Cellular (for use on customer data plan; purchased separately)	160	\$1,004.90	\$160,784.00
18.0	99428-000212	On-Site Implementation	1	\$10,780.00	\$10,780.00
19.0	99428-000213	On-Site Implementation - Additional Day	3	\$13,287.00	\$39,861.00
Equipment Total:					\$6,163,118.85

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP12B-LP15	TRADE-IN-STRYKER LIFEPAK 12B TOWARDS PURCHASE OF LIFEPAK 15	3	-\$5,000.00	-\$15,000.00
TR-PMRX-LP15	TRADE-IN-PHILIPS MRX TOWARDS PURCHASE OF LIFEPAK 15	157	-\$5,500.00	-\$863,500.00

Year 5 annual maintenance will be \$299,744.00 to be paid in year 5

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
15.1	78000639	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	3	160	\$5,620.20	\$899,232.00
ProCare Total:						\$899,232.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$90,854.13
Grand Total:	\$6,274,704.98

Comments:

Year 5 annual maintenance will be an additional \$299,744.00 to be paid in year 5



Exhibit A-2

Pinellas County LP15 accessories

Quote Number: 10651121

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: PINELLAS CTY EMS

Rep: Paige Vanderwall

Attn:

Email: paige.vanderwall@stryker.com

Phone Number:

Quote Date: 04/24/2023

Expiration Date: 07/31/2023

Delivery Address

Name: PINELLAS CTY EMS

Account #: 1501831

Address: 12490 ULMERTON RD RM 1
LARGO
Florida 33774

End User - Shipping - Billing

Name: PINELLAS CTY EMS

Account #: 1501831

Address: 12490 ULMERTON RD RM 1
LARGO
Florida 33774

Bill To Account

Name: PINELLAS COUNTY EMS

Account #: 1504530

Address: PO BOX 2438
CLEARWATER
Florida 33757-2438

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	2400	\$34.45	\$82,680.00
2.0	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	800	\$36.40	\$29,120.00
3.0	21300-008147	LIFEPAK 15 NIBP Straight Hose, 9'	309	\$68.25	\$21,089.25
4.0	11160-000013	NIBP Cuff-Reusable, Child	328	\$21.45	\$7,035.60
5.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	328	\$42.25	\$13,858.00
6.0	11600-000030	CODE-STAT 11 Data Review Seat License	1	\$2,832.80	\$2,832.80
Equipment Total:					\$156,615.65

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$6,159.97
Grand Total:	\$162,775.62

Comments:

Exhibit A-3

Stryker Emergency Care Price List | A&D

Effective 2/1/23

Product Type	Sub Type	Part Number	Product Description	UOM
Battery	LP1000	11141-000100	LIFEPAK 1000 Non-Rechargeable Battery	EA
Battery	LP20e	11141-000112	LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	EA
Battery	LP1000	11141-000156	LP1000 Non-Rechargeable LiMnO2 Battery Replacement Kit	EA
Battery	LP20e	11141-000162	Code Management Module Lithium Ion Battery	EA
Battery	CR2	11141-000165	AED Lithium Battery, LPCR2	EA
Battery	LUCAS 2	11576-000039	LUCAS 2 Battery - Light Grey - Rechargeable LiPo	EA
Battery	LUCAS 3	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	EA
Battery	LP15	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	EA
Battery	PAD PAK	PAD-PAK-01	US Adult Pad-Pak for HeartSine AEDs	EA
Battery	PAD PAK	PAD-PAK-02	US Pediatric-Pak for HeartSine AEDs	EA
Battery	PAD PAK	PAD-PAK-07	Aviation Pad-Pak for HeartSine AEDs	EA
Cables and Data	Cables	11230-000018	Serial port cable - 6 foot (LIFEPAK 20e device to PC)	EA
Cables and Data	Cables	11230-000019	Serial port cable - 6 foot (LIFEPAK 20e device to LIFEPAK 20e device)	EA
Cables and Data	USB	11996-000369	LIFEPAK Monitor to PC USB Cable	EA
Cables and Data	USB	11996-000370	ROHS LP12-LP15 TO PC USBCABLE,	EA
Cases and Mounting	Cabinet	11210-000001	AED Wall Mount Bracket for LIFEPAK 1000	EA
Cases and Mounting	Cabinet	11210-000021	AED Wall Mount Bracket for LIFEPAK CR Plus	EA
Cases and Mounting	Cabinet	11210-000026	AED Wall Cabinet with Alarm, Fire rated - Semi-recessed, Rolled edges, White	EA
Cases and Mounting	Cabinet	11210-000027	AED Wall Cabinet with Alarm, Fire rated - Recessed, Rolled edges, White	EA
Cases and Mounting	Cabinet	11210-000028	AED Floor Stand Cabinet with Alarm - White	EA
Cases and Mounting	Cabinet	11210-000029	AED Floor Stand Cabinet with Alarm - Grey	EA
Cases and Mounting	Cabinet	11210-000046	AED Wall Mounting Bracket, White/Red, LPCR2	EA
Cases and Mounting	Cabinet	11210-000047	AED Wall Mounting Bracket, Green, LPCR2	EA
Cases and Mounting	Cabinet	11210-000048	WALLCABINET SS-SEMI RECESS,FIR	EA
Cases and Mounting	Case	11220-000028	LIFEPAK 15 Carry case top pouch	EA
Cases and Mounting	Case	11220-000030	REPLACEMENT SHOULDER STRAP	EA
Cases and Mounting	Case	11220-000032	POUCH, RIGHT, CARRYING BAG, LP	EA
Cases and Mounting	Case	11220-000036	BACK POUCH,SMALL,CARRYING BAG,	EA
Cases and Mounting	Case	11220-000054	ACCY BAG,RIGHT SIDE LP10	EA
Cases and Mounting	Case	11220-000064	BATTERY PACK CARRYING POUCH	EA
Cases and Mounting	Case	11220-000071	BACK POUCH,LARGE, CARRYING BAG	EA
Cases and Mounting	Case	11220-000072	BACK POUCH - LARGE	EA
Cases and Mounting	Cabinet	11220-000076	AED Wall Cabinet with Alarm - Surface Mount, Stainless Steel	EA
Cases and Mounting	Cabinet	11220-000077	AED Wall Cabinet with Alarm - Semi-recessed, Stainless Steel	EA
Cases and Mounting	Cabinet	11220-000078	AED Wall Cabinet with Alarm - Recessed, Stainless Steel	EA
Cases and Mounting	Cabinet	11220-000079	AED Wall Cabinet with Alarm - Surface Mount, Rolled Edges, White	EA
Cases and Mounting	Cabinet	11220-000082	AED Wall Cabinet, SM, RE, OSHA, Orange	EA
Cases and Mounting	Cabinet	11220-000083	AED Wall Cabinet with Alarm and Strobe - Surface Mount, Rolled Edges, White	EA
Cases and Mounting	Cabinet	11220-000084	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges, stainless steel	EA
Cases and Mounting	Cabinet	11220-000086	AED Wall Cabinet - SM, SS, ALUM, Timed Strobe, Orange	EA
Cases and Mounting	Cabinet	11220-000087	AED Wall Cabinet - SM, RE, Steel, Timed strobe, Orange	EA
Cases and Mounting	Cabinet	11220-000088	AED Wall Cabinet - FR, SE, ALUM, Timed Strobe, Orange	EA
Cases and Mounting	Cabinet	11220-000089	AED Wall Cabinet - FR, SE, Steel, Orange	EA
Cases and Mounting	Cabinet	11220-000090	AED Wall Cabinet - FR, SE, Steel, Timed Strobe, Orange	EA
Cases and Mounting	Bags	11260-000014	LIFEPAK CR Plus Training System replacement carry case	EA
Cases and Mounting	Case	11260-000015	LIFEPAK CR Plus Hard shell carry case	EA
Cases and Mounting	Bags	11260-000016	LIFEPAK 20e QUIK-COMBO accessory pouch	EA
Cases and Mounting	Case	11260-000017	Case-Thermoformed, Infant/Child Electrode	EA
Cases and Mounting	Bags	11260-000018	LIFEPAK 20e Basic carry case	EA
Cases and Mounting	Bags	11260-000019	CARRYING BAGS-STRAP KIT, LP20	EA
Cases and Mounting	Case	11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	EA
Cases and Mounting	Bags	11260-000039	LIFEPAK 15 Carry case back pouch	EA
Cases and Mounting	Bags	11260-000041	LIFEPAK 20e Shoulder Strap for Basic Carrying Case - Includes mounting brackets and hardware.	EA
Cases and Mounting	Bags	11260-000043	LP20e Top Pouch	EA
Cases and Mounting	Case	11260-000045	LIFEPAK 20e (with Module) Carry Case	EA
Cases and Mounting	Case	11260-000047	LIFEPAK CR2/Carry Case Kit	EA
Cases and Mounting	Case	11425-000001	LIFEPAK 1000 Accessory Pouch for 3-wire cable and/or other accessories	EA
Cases and Mounting	Bags	11425-000007	LIFEPAK 1000 Soft Shell Carrying Case	EA
Cases and Mounting	Bags	11425-000012	LIFEPAK 1000 Soft Shell Carrying Case Shoulder Strap	EA
Cases and Mounting	Bags	11577-000001	LIFEPAK 15 Shoulder strap	EA

Cases and Mounting	Bags	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	EA
Cases and Mounting	Bedhook	11996-000374	LIFEPAK 15 Bed Connector	EA
Cases and Mounting	Rotaid	11996-000445	AED Wall Cabinet, Rotaid Solid Plus, with Alarm, White	EA
Cases and Mounting	Rotaid	11996-000447	AED Wall Cabinet, Rotaid Solid Plus, with Alarm, Red	EA
Cases and Mounting	Rotaid	11996-000449	AED Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, White	EA
Cases and Mounting	Rotaid	11996-000451	AED Wall Cabinet, Rotaid Solid Plus, Heat, with Alarm, Red	EA
Cases and Mounting	Cabinet	11998-000292	AED Wall Cabinet - Semi-recessed, AED, 6.75" Trim with Alarm	EA
Cases and Mounting	Cabinet	11998-000293	AED Wall Cabinet - Recessed	EA
Cases and Mounting	Cabinet	11998-000310	AED Wall Cabinet, surface mount with alarm and strobe	EA
Cases and Mounting	Sign	11998-000327	AED Wall Sign Ilcor w/logo, Flat,8x10	EA
Cases and Mounting	Sign	11998-000328	AED Wall Sign Ilcor w/logo, T-mount, 8x10	EA
Cases and Mounting	Sign	11998-000329	AED Wall Sign Ilcor w/logo, Tent, 7x8	EA
Cases and Mounting	Sign	11998-000330	AED Wall Sign Traditional w/logo, Flat, 8x10	EA
Cases and Mounting	Sign	11998-000331	AED Wall Sign Traditional w/logo, T-mount, 8x10	EA
Cases and Mounting	Sign	11998-000332	AED Wall Sign Traditional w/logo, Tent, 7x8	EA
Cases and Mounting	Sign	11998-000333	AED Wall Sign Traditional w/o logo, T-mount, 8x10	EA
Cases and Mounting	Case	21300-004576	LIFEPAK CR Plus Carrying case	EA
Cases and Mounting	Cabinet Part	21300-006586	PEDESTAL FOR SWITCH	EA
Cases and Mounting	Cabinet Part	21300-006587	Central Alarm Switch for CR Plus	EA
Cases and Mounting	Docking Station	21330-000996	LIFEPAK 20e Docking station	EA
Charger	Cable	11140-000015	AC power cord	EA
Charger	Cable	11140-000047	POWER CORD, MLD, DOM, L ANG	EA
Charger	Adapter	11140-000074	LP15 DC Power Adapter - DC input cable included	EA
Charger	Cable	11140-000080	Extension Cable (5ft 3 in)	EA
Charger	Cable	11140-000081	Right angle cable (10in) included with ACPA & DCPA	EA
Charger	Adapter	11140-000091	Replacement Part: AC/DC power converter, LP1000 Battery Charger	EA
Charger	Adapter	11140-000098	LP15 AC Power Adapter (power cord not included)	EA
Charger	LP1000	11140-000099	LP1000 Battery Charger (must be used for rechargeable battery)	EA
Charger	LP1000	11140-000100	AC/DC POWER CONVERTER, LP1000	EA
Charger	LP1000	11140-000101	POWER CORD,GROUNDED,N AMERICAN	EA
Charger	Station	11577-000004	Station Battery Charger - For the LP15	EA
Charger	Mobile	11577-000011	Mobile Battery Charger - For the LP15	EA
Charger	Adapter	11577-000019	Attachment Kit - LP15 Power Adapter	EA
Charger	Cable	11996-000375	LIFEPAK 15 Battery Charger Cable-DC Input	EA
ECG Wires	Cable	11110-000029	ECG Cable, 3-Lead - For LIFEPAK 15 or 20e	EA
ECG Wires	Cable	11110-000066	ECG Cable, 5-lead - for LIFEPAK 15, 20e	EA
ECG Wires	Cable	11111-000016	LIFEPAK 1000 3-Wire ECG Cable	EA
ECG Wires	Cable	11111-000018	ECG Cable, 12-Lead, 5ft. - Trunk cable with AHA limb leads	EA
ECG Wires	Cable	11111-000020	ECG Cable, 12-lead - 8ft Trunk cable with AHA limb leads	EA
ECG Wires	Cable	11111-000022	ECG Cable, 12-Lead, 6-Wire Precordial Attachment (AHA)	EA
ECG Wires	Comb	21300-008054	4-Wire Cable Comb (10-Pack)	PK
ECG Wires	Comb	21300-008055	6-Wire Cable Comb (10-Pack)	PK
Electrodes	LP1000 Infant	11101-000016	Infant/Child Reduced Energy Defibrillation Electrode Replacement	EA
Electrodes	Kit	11101-000017	Infant/Child Reduced Energy Defibrillation Electrode Starter Kit	EA
Electrodes	CR2	11101-000021	QUIK-STEP pacing/ECG/defibrillation electrodes, 4 year. Includes electrode cover, 1 set of adult/ pediatric electrodes, LPCR2	EA
Electrodes	Quik Combo	11110-000040	QUIK-COMBO therapy cable for use with LIFEPAK 20e	EA
Electrodes	Quik Combo	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	EA
Electrodes	CHG PAK	11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes	EA
Electrodes	CHG PAK	11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes	EA
Electrodes	Quik Combo	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	EA
Electrodes	Quik Combo	11996-000090	Electrode EDGE QUIK-COMBO RTS	EA
Electrodes	Quik Combo	11996-000091	Electrode EDGE QUIK-COMBO Adult	EA
Electrodes	Quik Combo	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	EA
Electrodes	Gel	21300-005847	Signagel, gel	EA
Electrodes	Kendall	31115788	ECG electrodes, High adhesion - quantity 600 (120 5-packs)	PK
Electrodes	Kendall	31115796	ECG electrodes, High adhesion - quantity 600 (200 3-packs)	PK
EtCO2 Monitoring	Non Intubated	MVA	Microstream Advance oral/nasal filter line adult 25ct	PK
EtCO2 Monitoring	Non Intubated	MVA100U	Microstream Advance oral/nasal filter line adult, 100 ct	CA
EtCO2 Monitoring	Intubated	MVAI	Microstream Advance intubated filter line adult-pediatric	BX
EtCO2 Monitoring	Intubated	MVAI100U	Microstream Advance intubated filter line adult-pediatric, 100 ct	CA
EtCO2 Monitoring	Intubated	MVAIH	Microstream Advance intubated filter line adult-pediatric, 25 ct	PK
EtCO2 Monitoring	Intubated	MVAII	Microstream Advance intubated filter line adult-pediatric, long 25 ct	PK
EtCO2 Monitoring	Non Intubated	MVAO	Microstream Advance oral/nasal filter line adult, w/O2 tubing	PK
EtCO2 Monitoring	Non Intubated	MVAO100U	Microstream Advance oral/nasal filter line adult w/O2 tubing, 100 ct	CA
EtCO2 Monitoring	Non Intubated	MVAOL	Microstream Advance oral/nasal filter line adult w/O2 tubing, long 25 ct	BX
EtCO2 Monitoring	Intubated	MVIIH	Microstrea Advance intubated filter line neonatal-infant	BX

EtCO2 Monitoring	Non Intubated	MVP	Microstream Advance oral/nasal filter line pediatric, 25 ct	PK
EtCO2 Monitoring	Non Intubated	MVPO	Microstream Advance oral/nasal filter line pediatric w/O2 tubing, 25ct	BX
HeartSine accessories	Bags	11516-000005	BAG,AMERICAN AIRLINES,H017-013	EA
HeartSine accessories	Gateway	ACC-BAT-GW	HeartSine Gateway Replacement Batteries (4x CR123a)	EA
HeartSine accessories	Gateway	ACC-REM-GW	HeartSine Gateway, Removal Tool	EA
HeartSine accessories	Cable	PAD-ACC-02	USB Data Download Cable - HeartSine	EA
HeartSine accessories	Case	PAD-BAG-01	Carry Case for HeartSine AED	EA
HeartSine accessories	Backpack	PAD-BAG-02	Backpack for HeartSine AED	EA
HeartSine accessories	Case	PAD-BAG-05	BAG, AMERICAN AIRLINES	EA
HeartSine accessories	Cabinet	PAD-CAB-02	Wall Bracket for HeartSine AED	EA
HeartSine accessories	Cabinet	PAD-CAB-04	HeartSine Wall Cabinet with Alarm	EA
LUCAS	Straps	11576-000037	LUCAS STABILIZATION STRAP YELL	PK
LUCAS	Bags	11576-000038	LUCAS 2 Carrying Bag	EA
LUCAS	Suction Cups	11576-000046	LUCAS Disposable Suction Cup (3 pack)	PK
LUCAS	Suction Cups	11576-000047	LUCAS Disposable Suction Cup (12 pack)	PK
LUCAS	Charging	11576-000048	LUCAS 12V-24V DC Car Cable	EA
LUCAS	Straps	11576-000050	LUCAS Patient Wrist Straps (1 Pair)	PK
LUCAS	Straps	11576-000051	LUCAS Patient Wrist Straps (3-pack)	PK
LUCAS	Backplate	11576-000052	LUCAS 2 Back Plate Grip Tape	EA
LUCAS	Backplate	11576-000053	LUCAS 2 Back Plate Grip Tape (3 pack)	PK
LUCAS	Charging	11576-000060	LUCAS Desk-Top Battery Charger	EA
LUCAS	Backplate	11576-000064	LUCAS PCI Back Plate	EA
LUCAS	Straps	11576-000065	LUCAS STABILIZATION STRAP YELL	EA
LUCAS	Straps	11576-000069	LUCAS PATIENT STRAP-BULK	EA
LUCAS	Backplate	11576-000088	LUCAS 3 Back Plate	EA
LUCAS	Backplate	11576-000089	LUCAS Grip Tape for Slim Back Plate	EA
LUCAS	Backplate	11576-000090	LUCAS Grip Tape (3-pack) for Slim Back Plate	EA
LUCAS	Bags	11576-000094	LUCAS Carrying Case, Hard Shell, STRYKER	EA
LUCAS	Straps	21576-000074	LUCAS Stabilization Strap	EA
LUCAS	Straps	21576-000075	LUCAS Stabilization Strap (4 pack)	EA
LUCAS	Backplate	21996-000044	LUCAS 2 Back plate	EA
LUCAS	Straps	21996-000064	LUCAS STABILIZATION STRAP IN S	EA
Masimo SPO2	Rainbow	11171-000032	Masimo Rainbow DCI-DC8, Adult Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 8 FT	EA
Masimo SPO2	Rainbow	11171-000033	Masimo Rainbow DCIP-DC8, Pediatric Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 8 FT	EA
Masimo SPO2	Rainbow	11171-000037	Masimo RC Patient Cable, 4 FT. For use with M-LNCS and Rainbow Patient Sensors.	EA
Masimo SPO2	Rainbow	11171-000038	Masimo RC Patient Cable, 12 FT. For use with M-LNCS and Rainbow Patient Sensors.	EA
Masimo SPO2	Rainbow	11171-000049	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	EA
Masimo SPO2	Rainbow	11171-000050	Masimo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	EA
Masimo SPO2	Rainbow	11171-000054	Masimo Reusable Ambient Light Shield. Box of 5.	PK
Masimo SPO2	Rainbow	11171-000055	Disposable Ambient Light Shield. Box of 10.	PK
Masimo SPO2	Rainbow	11171-000057	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 6 FT. For use with RC Patient Cable.	PK
Masimo SPO2	Rainbow	11171-000058	Masimo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 6 FT. For use with RC Patient Cable.	EA
Masimo SPO2	Rainbow	11171-000070	Masimo RC Patient Cable Extension, 8 FT. For use between RC Patient Cable and M-LNCS SpO2 and Rainbow Patient Sensors.	PK
Masimo SPO2	Rainbow	11996-000335	Masimo Rainbow DCI-DC3, Adult Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 3 FT	EA
Masimo SPO2	Rainbow	11996-000336	Masimo Rainbow DCI-DC3, Adult Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 12 FT	EA
Masimo SPO2	Rainbow	11996-000337	Masimo Rainbow DCIP-DC3, Pediatric Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 3 FT	EA
Masimo SPO2	Rainbow	11996-000338	Masimo Rainbow DCIP-DC3, Pediatric Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 12 FT	EA
Masimo SPO2	Rainbow	11996-000339	Masimo Rainbow Adhesive SpO2, SpCO, SpMet Sensor - Adult. Box of 10. For use with RC Patient Cable.	BX
Masimo SPO2	Rainbow	11996-000340	Masimo Rainbow Adhesive SpO2, SpCO, SpMet Sensor - Pediatric. Box of 10. For use with RC Patient Cable.	BX
Masimo SPO2	Rainbow	11996-000341	Masimo Rainbow Adhesive SpO2, SpCO, SpMet Sensor - Neonatal/Adult. Box of 10. For use with RC Patient Cable.	BX
Masimo SPO2	Rainbow	11996-000342	Masimo Rainbow Adhesive SpO2, SpCO, SpMet Sensor - Infant. Box of 10. For use with RC Patient Cable.	BX
Masimo SPO2	LNOP	11171-000010	LNOP DCIP,PED SPO2 SENSOR,REUS	EA

Masimo SPO2	LNOP	11171-000012	LNOP PDT,PED SPO2 SENSOR,DISP,	PK
Masimo SPO2	LNOP	11171-000013	LNOP NEO,SPO2 SENSOR,DISP,20/B	BX
Masimo SPO2	LNOP	11171-000014	LNOP NEOPT,SPO2 SENSOR,DISP,20	BX
Masimo SPO2	LNCS	11171-000016	Masimo LNCS Patient Cable, 10 FT	EA
Masimo SPO2	LNCS	11171-000017	Masimo LNCS DCI, Adult SpO2 only Reusable Sensor. For use with LNC Patient Cable.	EA
Masimo SPO2	LNCS	11171-000018	Masimo LNCS DCIP, Pediatric SpO2 only Reusable Sensor. For use with LNC Patient Cable.	EA
Masimo SPO2	LNCS	11171-000019	Masimo LNCS Single Patient Use Adult SpO2 only Sensor. Box of 20. For use with LNC Patient Cable.	EA
Masimo SPO2	LNCS	11171-000020	Masimo LNCS Single Patient Use Pediatric SpO2 only Sensor. Box of 20. For use with LNC Patient Cable.	BX
Masimo SPO2	LNCS	11171-000021	Masimo SET LNCS Neo-L Neonatal Adhesive Sensor 18" single patient use for patients < 3 kg or >40 kg (box of 20)	EA
Masimo SPO2	LNCS	11171-000022	Masimo SET LNCS Neo Pt-L Neonatal Adhesive Sensor 18" single patient use for patients <1 kg (box of 20)	EA
Masimo SPO2	LNCS	11171-000024	Masimo LNCS Patient Cable, 4 FT	EA
Masimo SPO2	LNCS	11171-000025	Masimo LNCS Patient Cable, 14 FT	EA
Masimo SPO2	LNCS	11171-000026	Masimo SET LNCS Infant Disposable Sensors (box of 20)	EA
Masimo SPO2	LNCS	11171-000027	Masimo LNCS Extension Cable, 4 FT	EA
Masimo SPO2	LNCS	11171-000028	Masimo LNCS Single Patient Use Adhesive Neonatal/Adult SpO2 only Sensor. Box of 20. For use with LNC Patient Cable.	BX
Masimo SPO2	LNCS	11171-000029	Masimo LNCS Single Patient Use Adhesive Neonatal/Preterm SpO2 only Sensor. Box of 20. For use with LNC Patient Cable.	BX
Masimo SPO2	LNCS	11171-000031	Masimo LNCS Single Patient Use Adhesive Infant SpO2 only Sensor. Box of 20 For use with LNC Patient Cable.	BX
Masimo SPO2	LNOP	11171-000034	LNOP NEO-L,SPO2 SENSOR,DISP,20	BX
Masimo SPO2	LNOP	11171-000035	LNOP NEOPT-L,SPO2 SNSR,DISP,20	BX
Masimo SPO2	M-LNCS	11171-000039	Masimo M-LNCSdult Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	PK
Masimo SPO2	M-LNCS	11171-000040	Masimo M-LNCSdiatric Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	BX
Masimo SPO2	M-LNCS	11171-000041	Masimo M-LNCSnfant Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	BX
Masimo SPO2	M-LNCS	11171-000042	Masimo M-LNCSeonatal/Adult Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	BX
Masimo SPO2	M-LNCS	11171-000043	Masimo M-LNCSeonatal/Preterm Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	BX
Masimo SPO2	M-LNCS	11171-000046	Masimo M-LNCSCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	EA
Masimo SPO2	M-LNCS	11171-000047	Masimo M-LNCSPI, Pediatric Reusable SpO2 only Sensor. For use with RC Patient Cable.	EA
Masimo SPO2	Adapter	11171-000051	Masimo DBI-DC8, Adult Reusable Direct Connect SpO2, SpCO, SpMet Soft Sensor	EA
Masimo SPO2	LNCS	11171-000052	Masimo LNCS DB1, Adult Reusable Soft SpO2 only Sensor. For use with LNC Patient Cable.	EA
Masimo SPO2	RED	11171-000053	Masimo DBI-DC8, Adult Reusable Direct Connect Soft SpO2 only Sensor	EA
Masimo SPO2	M-LNCS	11171-000065	Masimo M-LNCSB1, Adult Reusable Soft SpO2 only Sensor. For use with RC Patient Cable.	EA
Masimo SPO2	M-LNCS	11171-000066	Masimo M-LNCS1 Ear SpO2, SpCO, SpMet Sensor, Disposable, 10/box. For use with RC Patient Cable.	PK
Masimo SPO2	LNCS	11171-000067	Masimo M-LNCS1 Ear SpO2 only Sensor, Disposable, 10/box	PK
Masimo SPO2	RC	11171-000069	Masimo RC Patient Cable, 1 FT. For use with M-LNCSand Rainbow Patient Sensors	PK
Masimo SPO2	Rainbow	11171-000082	Masimo RC Patient Cable - EMS, 4 FT.	EA
Masimo SPO2	Adapter	11996-000183	Masimo MNC Adapter Cable, 10 FT. Allows specifically configured LIFEPAK 12 Defibrillator/Monitors with Masimo SpO2 to connect to Nellcor sensors.	EA
Masimo SPO2	Adapter	11996-000198	Masimo MNC Adapter Cable, 4 FT. Allows specifically configured LIFEPAK 12 Defibrillator/Monitors with Masimo SpO2 to connect to Nellcor sensors.	EA
Masimo SPO2	RED	11996-000323	Masimo RED LNC?? Patient Cable, 4 FT. For use with LNCS Patient Sensors.	EA
Masimo SPO2	RED	11996-000324	Masimo RED LNC?? Patient Cable, 10 FT. For use with LNCS Patient Sensors.	EA
Masimo SPO2	RED	11996-000325	Masimo RED LNC?? Patient Cable, 14 FT. For use with LNCS Patient Sensors.	EA
Masimo SPO2	RED	11996-000326	RED PC-04,PATIENT CABLE,4FT,RE	EA
Masimo SPO2	RED	11996-000328	RED PC-12,PATIENT CABLE,12FT,R	EA
Masimo SPO2	RED	11996-000331	Masimo RED DCI-DC3, Adult Reusable Direct Connect SpO2 only Sensor, 3 FT	EA
Masimo SPO2	RED	11996-000332	Masimo RED DCI-DC3, Adult Reusable Direct Connect SpO2 only Sensor, 12 FT	EA
Masimo SPO2	RED	11996-000333	Masimo RED DCIP-DC3, Pediatric Reusable Direct Connect SpO2 only Sensor, 3 FT	EA
Masimo SPO2	RED	11996-000334	Masimo RED DCIP-DC3, Pediatric Reusable Direct Connect SpO2 only Sensor, 12 FT	EA
Masimo SPO2	Adapter	11996-000365	Masimo RED MNC Adapter Cable, 4 FT. Connects LIFEPAK 15 to Nellcor Patient Sensors.	EA

Masimo SPO2	Adapter	11996-000366	Masimo RED MNC Adapter Cable, 10 FT. Connects LIFEPAK 15 to Nellcor Patient Sensors.	EA
McGRATH® MAC	Battery	340-000-000	LARYNGOSCOPE, BATTERY, MCGRATH	EA
McGRATH® MAC	Blades	350-082-000	LARYNGOSCOPE, BLADES, MAC1, BOX O	BX
McGRATH® MAC	Blades	350-084-000	LARYNGOSCOPE, BLADES, MAC2, BOX O	BX
McGRATH® MAC	Blades	350-084-000	LARYNGOSCOPE, BLADES, MAC2, BOX O	BX
McGRATH® MAC	Blades	350-086-000	LARYNGOSCOPE, BLADES, MAC3, BOX O	BX
McGRATH® MAC	Blades	350-088-000	LARYNGOSCOPE, BLADES, MAC4, BOX O	BX
McGRATH® MAC	Blades	X3-003-000	LARYNGOSCOPE, BLADES, X3, BOX OF	BX
Nellcor SPO2	Nellcor	11110-000042	DEC-4 Cable Extension: 4'	EA
Nellcor SPO2	Nellcor	11110-000176	DEC-8 Cable Extension: 8'	EA
Nellcor SPO2	Nellcor	11996-000060	Nellcor DURASENSOR Adult Reusable Fingerclip SpO2 Sensor	EA
Nellcor SPO2	Nellcor	11996-000061	Nellcor OXIBAND Adult/Neonatal Reusable SpO2 Sensor. Bag of 50.	EA
Nellcor SPO2	Nellcor	11996-000062	Nellcor OXIBAND Pediatric/Infant Reusable SpO2 Sensor. Bag of 50.	EA
Nellcor SPO2	Nellcor	11996-000113	Nellcor SpO2 OXISENSOR II Adult Short, 18 inches. Box of 24.	BX
Nellcor SPO2	Nellcor	11996-000114	Nellcor SpO2 OXISENSOR II Adult Long, 36 inches. Box of 24.	BX
Nellcor SPO2	Nellcor	11996-000115	Nellcor SpO2 OXISENSOR II Infant, 18 inches, Box of 24	BX
Nellcor SPO2	Nellcor	11996-000116	Nellcor SpO2 OXISENSOR II Pediatric, 18 inches, Box of 24	BX
Nellcor SPO2	Nellcor	11996-000117	Nellcor SpO2 OXISENSOR II Adult/Neonatal, 18 inches. Box of 24.	BX
NIBP	Reusable	11160-000011	NIBP Cuff-Reusable, Infant	EA
NIBP	Disposable	11160-000012	NIBP Cuff-Disposable Infant	EA
NIBP	Reusable	11160-000013	NIBP Cuff-Reusable, Child	EA
NIBP	Disposable	11160-000014	NIBP Cuff-Disposable Child	EA
NIBP	Reusable	11160-000015	NIBP Cuff-Reusable, Adult	EA
NIBP	Disposable	11160-000016	NIBP Cuff-Disposable Adult	EA
NIBP	Reusable	11160-000017	NIBP Cuff -Reusable, Large Adult	EA
NIBP	Disposable	11160-000018	NIBP Cuff-Disposable Large Adult	EA
NIBP	Reusable	11160-000019	NIBP Cuff-Reusable, Adult X Large	EA
NIBP	Disposable	11160-000020	NIBP Cuff-Disposable X-tra Large Adult	EA
NIBP	Hose	21300-008146	LIFEPAK 15 NIBP Straight Hose, 12'	EA
NIBP	Hose	21300-008147	LIFEPAK 15 NIBP Straight Hose, 9'	EA
NIBP	Hose	21300-008148	LIFEPAK 15 NIBP Coiled Hose, 9'	EA
Paddles	LP20e	11130-000037	LIFEPAK 20e Standard detachable hard paddles	EA
Paddles	Hard Paddle	11130-000061	Standard hard paddles for use w/LIFEPAK 15	EA
Paddles	New LP20	11131-000040	Internal handle/paddle set LP20e Small 1"	EA
Paddles	New LP20	11131-000041	Internal handle/paddle set LP20e Medium 1.6"	EA
Paddles	New LP20	11131-000042	Internal handle/paddle set LP20e Large 2.3"	EA
Paddles	New LP20	11131-000043	Internal handle/paddle set LP20e X-Large 3"	EA
Paddles	New LP15	11131-000044	Internal handle/paddle set LP15 Small 1"	EA
Paddles	New LP15	11131-000045	Internal handle/paddle set LP15 Large 2.3"	EA
Paddles	New LP15	11131-000046	Internal handle/paddle set LP15 XL 3"	EA
Paddles	New LP15	11131-000047	Internal handle/paddle set LP15 Med 1.6"	EA
Paddles	LP20e	11131-000001	Internal paddle handles w/discharge control for use with LIFEPAK 20e	EA
Paddles	Peds	11133-000007	Pediatric paddle, external 1ea (2 required)	EA
Paddles	Adapter	11998-000326	LIFEPAK 15 Internal Paddles Cable Adapter	EA
Paper	Paper	11240-000031	ECG printer paper, 50mm, 3 rolls/pkg	PK
Paper	Paper	11240-000032	Strip chart recorder paper, 100mm, 2 rolls/pkg	PK
Service	Service	11512-000001	LIFEPAK CR2 replacement lid kit	EA
Service	Service	11512-000002	LIFEPAK CR2 handle kit	EA
Service	Service	11576-000070	LUCAS 2 Bumpers (Grey)	EA
Service	Service	11576-000071	LUCAS External Power Supply	EA
Service	Service	11576-000072	LUCAS 2 Bumpers, Grey pair	EA
Service	Service	11576-000091	LUCAS 3 Bumpers (Black)	EA
Service	Service	11996-000106	Nellcor DURA-Y Multisite Reusable SpO2 Sensor	EA
Service	Service	11996-000321	PADDING-PROTECTIVE, ASSEMBLY	EA
Service	Service	11998-000009	RED SECURITY TIES FOR EMERGENC	BG
Service	Service	21300-006462	LID, LIFEPAK CR PLUS, ENHANCED, P	EA
Service	Service	21501-000823	LABEL SET-HARD PADDLES, EN/FR/G	EA
Service	Service	21576-000006	LUCAS 2 - COMPRESSION MODULE	EA
Service	Service	21576-000007	LUCAS 2 - DRIVE BELT	EA
Service	Service	21576-000008	LUCAS 2 - HOOD WITH USERPANEL	EA
Service	Service	21576-000009	LUCAS 2 - BELLOWS	EA
Service	Service	21576-000010	LUCAS 2 - ELECTRIC FAN	EA
Service	Service	21576-000011	LUCAS 2 - ELECTRIC MOTOR	EA
Service	Service	21576-000012	LUCAS 2 - SHAFT SEAL, GREY	EA
Service	Service	21576-000013	LUCAS 2 - SUPPORT LEG	EA
Service	Service	21576-000016	LUCAS 2 - REFURBISHING KIT	EA
Service	Service	21576-000018	LUCAS 2 CARRY BALL SCREWGREASE	EA
Service	Service	21576-000019	LUCAS 2 INTERNAL COMMUNICATION	EA

Service	Service	21576-000020	LUCAS 2 HOOD COMMUNICATION CAB	EA
Service	Service	21576-000023	PTFE SPRAY LUBRICANT	EA
Service	Service	21576-000025	BATTERY CONNECTOR BOARD	EA
Service	Service	21576-000026	LUCAS 2 FRAME ASSY	EA
Service	Service	21576-000027	LUCAS 2 POWER INLET	EA
Service	Service	21576-000047	SCREW PT K40X12 WN 1452A2	EA
Service	Service	21576-000050	AXEL-ANGLE SHAFT	EA
Service	Service	21576-000063	SCREW MRX-H M3X50 A2 DIN7985	EA
Service	Service	21576-000064	SCREW MFT M5X20 A2	EA
Service	Service	21576-000066	LUCAS 2 - COMPRESSION MODULE 2	EA
Service	Service	21576-000067	LUCAS 2 - HOOD WITH USERPANEL	EA
Service	Service	21576-000070	LUCAS 2 INTERNAL COMMUNICATION	EA
Service	Service	21576-000072	LUCAS 2 POWER INLET 2.2	EA
Service	Service	21576-000080	HOOD, WITH USER PANEL, LUCAS 3	EA
Service	Service	21576-000081	LEG, SUPPORT, LUCAS 3	EA
Service	Service	21576-000089	BRACKET, HOOD, LUCAS	EA
Service	Service	21996-000027	ADJUSTMENT HANDLE SP	EA
Service	Service	21996-000036	SEAL-SHAFT	EA
Service	Service	21996-000060	TIMING MODULE ASSY (V2)	EA
Shipkit	Shipkit	21330-001365	Test load (for use with QUIK COMBO therapy cable)	EA
Shipkit	Shipkit	21330-001366	ASSY - TEST LOAD, ROHS,ENG SW	EA
Shipkit	Shipkit	21330-001367	ASSY - TEST LOAD, ROHS,ENG GE	EA
Shipkit	Shipkit	21330-001368	ASSY - TEST LOAD, ROHS,ENG SPA	EA
Temperature	Cable	11140-000078	Temperature Adapter Cable- 5ft	EA
Temperature	Cable	11140-000079	Temperature Adapter Cable- 10ft	EA
Temperature	Sensor	11996-000359	Temperature Sensor, Skin Probe, High Dielectric, Disposable (box of 20)	BX
Temperature	Sensor	11996-000360	Temperature Sensor, Esophageal-Rectal, 9FR, Disposable (box of 20)	BX
Training and Testing	Trainer	11101-000003	AED Trainer new style training electrodes (5 pr)	PK
Training and Testing	Trainer	11101-000004	AED training electrode set - (5pr), cable & pouch	PK
Training and Testing	Trainer	11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	EA
Training and Testing	Trainer	11101-000007	Defibrillation/ECG training electrodes	EA
Training and Testing	Trainer	11113-000002	QUIK-COMBO Test Plug for testing QC Cable	EA
Training and Testing	Trainer	11141-000166	LPCR2 D-Cell Battery for Trainer	EA
Training and Testing	Trainer	11250-000012	Training Electrodes Kit - QUIK-PAK	EA
Training and Testing	Trainer	11250-000015	LIFEPAK CR Plus Training System replacement training electrodes	EA
Training and Testing	Trainer	11250-000042	Replacement infant/child AED training electrodes	EA
Training and Testing	Trainer	11250-000043	Cable/connector assembly/pouch for infant/child AED training electrodes	EA
Training and Testing	Trainer	11250-000045	Infant/child AED training electrodes training set	EA
Training and Testing	Trainer	11250-000052	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	EA
Training and Testing	Trainer	11250-000073	LIFEPAK CR Plus Training System	EA
Training and Testing	Trainer	11250-000077	SHIP ASSY-LPCR-T, ENG/ITA/SPA	EA
Training and Testing	Trainer	11250-000099	Replacement Remote Control and Cable	EA
Training and Testing	Trainer	11250-000106	Charge-Pak, LPCR-T AED Trainer	EA
Training and Testing	Trainer	11250-000139	LIFEPAK CR2 Trainer / Demo electrode tray cover with handle	EA
Training and Testing	Trainer	11250-000140	LIFEPAK CR2 Trainer / Demo electrode replacement pads	EA
Training and Testing	Trainer	11250-000141	LIFEPAK CR2 Trainer / Demo bluetooth USB	EA
Training and Testing	Trainer	11250-000142	LIFEPAK CR2 Trainer / Demo reprogramming USB, CR2T-1.0S	EA
Training and Testing	Trainer	11250-000144	Flat mannequin training mat for use with LIFEPAK CR2 or other AEDs	EA
Training and Testing	Trainer	11250-000145	LIFEPAK CR2 Trainer / Demo electrode tray with cover and training electrodes	EA
Training and Testing	Trainer	11250-000147	LIFEPAK CR2 Demo - provides demonstration of LIFEPAK CR2 product features, English. Includes instructions. LIFEPAK CR2 Trainer - provides realistic training in the use of the LIFEPAK CR2 defibrillator, including sending email messages of product open/pads placed, English.	EA
Training and Testing	Trainer	11250-000162	Includes instructions.	EA
Training and Testing	Trainer	11250-000178	LIFEPAK CR2 Trainer / Demo replacement handle kit	EA
Training and Testing	Case	11260-000048	LIFEPAK CR2 Trainer / Demo carry case, English	EA
Training and Testing	Sim	11996-000310	QUIK-COMBO 3-lead Patient Simulator	EA
Training and Testing	Sim	11996-000311	QUIK-COMBO 12-lead Patient Simulator	EA
Training and Testing	Trainer	11996-000351	Trainer 1000 Soft Bag	EA
Training and Testing	Trainer	11996-000352	Trainer 1000 Hard Bag	EA
Training and Testing	Trainer	11996-000355	Trainer 1000 Plug-in Charger	EA
Training and Testing	Trainer	11996-000358	LIFEPAK 1000 Trainer Remote	EA
Training and Testing	Trainer	26500-003362	USER MANUAL CD - TRAINER1000 A	EA
Training and Testing	Trainer	26996-000014	Individual AED Challenge-PP/YR	EA
Training and Testing	Trainer	99996-000117	LP1000 Trainer	EA
Training and Testing	Heartsine Trainer	TRN-350-AS	TRAINER,350,ES,TRN-350-AS	EA
Training and Testing	Heartsine Trainer	TRN-350-US	HeartSine SAM 350P AED Trainer	EA
Training and Testing	Heartsine Trainer	TRN-360-AS	TRAINER,360,ES,TRN-360-AS	EA
Training and Testing	Heartsine Trainer	TRN-360-US	HeartSine SAM 360P AED Trainer	EA

Training and Testing	Heartsine Trainer	TRN-450-US	HeartSine SAM 450P AED Trainer	EA
Training and Testing	Heartsine Trainer	TRN-ACC-02	HeartSine AED Trainer Electrodes - 10	EA
Training and Testing	Heartsine Trainer	TRN-ACC-03	HeartSine AED Trainer Electrodes - 25	EA
Training and Testing	Heartsine Trainer	TRN-ACC-14	HeartSine Trainer battery charger	EA
Training and Testing	Heartsine Trainer	TRN-ACC-16	SAM 350P AED Trainer Remote Control	EA
Training and Testing	Heartsine Trainer	TRN-ACC-18	SAM 360P AED Trainer Remote Control	EA
Training and Testing	Heartsine Trainer	TRN-ACC-19	SAM 450P AED Trainer Remote Control	EA

Stryker Emergency Care Price List | AEDs

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Part Number	Product Description	Category
99512-001262	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, handle	LPCR2
99512-001263	LIFEPAK CR2 Defibrillator, Fully Automatic, WIFI, English, carrying case	LPCR2
99512-001264	LIFEPAK CR2 Defibrillator, Fully Automatic, WIFI, English, handle	LPCR2
99512-001265	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English-Spanish, carrying case	LPCR2
99512-001266	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English-Spanish, handle	LPCR2
99512-001267	LIFEPAK CR2 Defibrillator, Fully Automatic, WIFI, English-Spanish, carrying case	LPCR2
99512-001268	LIFEPAK CR2 Defibrillator, Fully Automatic, WIFI, English-Spanish, handle	LPCR2
99512-001434	LIFEPAK CR2 Defibrillator, Fully Automatic, USB, English, handle	LPCR2
99512-001435	LIFEPAK CR2 Defibrillator, Semi-Automatic, USB, English, handle	LPCR2
94425-000032	LP1000, EN, CONFIG UNIT	LP1000
99425-000023	LIFEPAK 1000 Graphical Display	LP1000
99425-000025	LIFEPAK 1000 ECG Display w/Carry Case	LP1000
99996-000117	LIFEPAK 1000 TRAINER	LP1000
450-STR-US-10	HeartSine Samaritan PAD 450P AED, Semi-automatic	HeartSine 400/500
450-STR-US-AV	HeartSine Samaritan PAD 450P AED Aviation, Semi-automatic	HeartSine 400/500
450-STR-US-GW	PACKAGE, 450P, Gateway,PP03J, US, 450-STR-US-GW	HeartSine 400/500
TRN-450-US	HeartSine SAM 450P AED Trainer	HeartSine 400/500
350-STR-AA-AV	PKG,350P, PP07,EN,AA ,RED CASE	HeartSine 300 Series
350-STR-US-10	HeartSine Samaritan PAD 350P AED, Semi-automatic	HeartSine 300 Series
350-STR-US-AV	HeartSine Samaritan PAD 350P AED Aviation, Semi-automatic	HeartSine 300 Series
350-STR-US-GW	PACKAGE, 350P, Gateway, PP01,US, 350-BAS-US-GW	HeartSine 300 Series
360-STR-US-10	HeartSine Samaritan PAD 360P AED, Fully automatic	HeartSine 300 Series
360-STR-US-AV	HeartSine Samaritan PAD 360P AED Aviation, Fully automatic	HeartSine 300 Series
360-STR-US-GW	PACKAGE, 360P, Gateway, PP01, US, 360-BAS-US-GW	HeartSine 300 Series
TRN-350-AS	HeartSine SAM 350P AED Trainer	HeartSine 300 Series
TRN-350-US	HeartSine SAM 350P AED Trainer	HeartSine 300 Series
TRN-360-AS	HeartSine SAM 360P AED Trainer	HeartSine 300 Series
TRN-360-US	HeartSine SAM 360P AED Trainer	HeartSine 300 Series

Stryker Emergency Care Price List | Data

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Part Number	Product Description	Category
11150-000019	PACKAGED - CODE MANAGEMENT MOD	CMM
11600-000030	CODE-STAT 11 DATA REVIEW SEAT	CODE STAT
78000172	CODE-STAT Maint Subscrip 3 yrs	CODE STAT
78000200	CODE-STAT Data Review Service 1-10	CODE STAT
78000201	CODE-STAT Data Review Service 11-24	CODE STAT
78000221	CODE-STAT Data Review Service 25-50	CODE STAT
78000222	CODE-STAT Data Review Service 51-100	CODE STAT
78000223	CODE-STAT Data Review Service 101-200	CODE STAT
78000224	CODE-STAT Data Review Service 201-300	CODE STAT
78000225	CODE-STAT Data Review Service 301-400	CODE STAT
78000226	CODE-STAT Data Review Service 401-500	CODE STAT
78000227	CODE-STAT Data Review Service 501-600	CODE STAT
78000228	CODE-STAT Data Review Service 601-700	CODE STAT
78000229	CODE-STAT Data Review Service 701-800	CODE STAT
78000230	CODE-STAT Data Review Service 801-900	CODE STAT
78000231	CODE-STAT Data Review Service 901-1000	CODE STAT
78000216	CODE-STAT Data Review Service 1001-1100	CODE STAT
78000217	CODE-STAT Data Review Service 1101-1200	CODE STAT
78000218	CODE-STAT Data Review Service 1201-1300	CODE STAT
78000219	CODE-STAT Data Review Service 1301-1400	CODE STAT
78000220	CODE-STAT Data Review Service 1401-1500	CODE STAT
11600-000029	CODE-STAT ENTERPRISE SUBSCRIPT	CODE STAT
78000150	LIFENET Premium	LIFENET Alert
78000151	LIFENET Standard	LIFENET Alert
78000152	LIFENET Basic	LIFENET Alert
21340-000769	APPLICATION, LIFENET PCGATEWAY	LIFENET Gateway
21340-000706	LIFENET PC GATEWAY RELEASE 5.0	LIFENET Gateway
78000168	Verizon Data Plan 1yr	Modem KORE Data Plan
78000169	AT&T Data Plan 1yr	Modem KORE Data Plan
78000170	LIFENET GE Cardiology Cart Integration	LIFENET Alert
78000171	LIFENET Asset, per device	LIFENET Asset
81000001	EMS LIFENET PRO TIER 1	LIFENET Care EMS
81000002	EMS LIFENET PRO TIER 2	LIFENET Care EMS
81000003	EMS LIFENET PRO TIER 3	LIFENET Care EMS
81000004	EMS LIFENET PRO TIER 4	LIFENET Care EMS
81000027	HOSP LIFENET CARE PRO TIER 1	LIFENET Care Pro
81000028	HOSP LIFENET CARE PRO TIER 2	LIFENET Care Pro
81000029	HOSP LIFENET CARE PRO TIER 3	LIFENET Care Pro
81000030	HOSP LIFENET CARE PRO TIER 4	LIFENET Care Pro
81000070	HOSP LIFENET CARE PRO TIER 5	LIFENET Care Pro
81000031	HOSP LIFENET STNDRD TIER 1	LIFENET Care Standard
81000032	HOSP LIFENET STNDRD TIER 2	LIFENET Care Standard
81000033	HOSP LIFENET STNDRD TIER 3	LIFENET Care Standard
81000034	HOSP LIFENET STNDRD TIER 4	LIFENET Care Standard
81000055	HOSP LIFENET STNDRD TIER 5	LIFENET Care Standard
81000036	HOSP LIFENET PRO TIER 1 RENEW	LIFENET Care Pro
81000037	HOSP LIFENET PRO TIER 2 RENEW	LIFENET Care Pro
81000038	HOSP LIFENET PRO TIER 3 RENEW	LIFENET Care Pro
81000039	HOSP LIFENET PRO TIER 4 RENEW	LIFENET Care Pro
81000065	HOSP LIFENET PRO TIER 5 RENEW	LIFENET Care Pro
81000040	LIFENET STNDARD TIER 1 RENEWAL	LIFENET Care Standard
81000041	LIFENET STNDARD TIER 2 RENEWAL	LIFENET Care Standard
81000042	LIFENET STNDARD TIER 3 RENEWAL	LIFENET Care Standard
81000043	LIFENET STNDARD TIER 4 RENEWAL	LIFENET Care Standard

81000066	LIFENET STNDARD TIER 5 RENEWAL	LIFENET Care Standard
81000056	LIFENET Care Enterprise-Site	LIFENET Care Integrations
81000054	HOSP LIFENET PRO ENT TIER 2	LIFENET Care Pro
81000071	HOSP LIFENET PRO ENT TIER 3	LIFENET Care Pro
81000035	HOSP LIFENET STNDRD ENT 2-5	LIFENET Care Standard
81000057	HOSP LIFENET STNDARD ENT, 6-10	LIFENET Care Standard
81000058	HOSP LIFENET STNDRD ENT, 11-25	LIFENET Care Standard
81000044	HOSP LIFENET PRO ENT RENEW	LIFENET Care Pro
81000072	HOSP LIFENET PRO ENT TIER 2 RENEWAL	LIFENET Care Pro
81000073	HOSP LIFENET PRO ENT TIER3 RENEWAL	LIFENET Care Pro
81000059	HOSP LIFENET STD ENT RNW, 2-5	LIFENET Care Standard
81000060	HOSP LIFENET STD ENT RNW, 6-10	LIFENET Care Standard
81000061	HOSP LIFENET STD ENT RNW, 11-25	LIFENET Care Standard
81000074	LEGACY ALRT UPG PROM CARE PRO	LIFENET Care Pro
81000075	LEGACY ALRT UPG PROM CARE STD	LIFENET Care Standard
50998-000025	PLAN,DATA,4 YEAR, LPCR2	CR2 Data Plan
50998-000026	PLAN,DATA,8 YEAR, LPCR2	CR2 Data Plan
78000417	LIFELINKcentral Prem, US 1Yr	LIFELINKcentral
78000418	LIFELINKcentral Prem US 2Yr	LIFELINKcentral
78000419	LIFELINKcentral Prem US 4Yr	LIFELINKcentral
78000420	LIFELINKcentral Prem US 8Yr	LIFELINKcentral
78000421	LIFELINKcentral Premium, 1Yr Non-Physio	LIFELINKcentral
78000422	LIFELINKcentral Premium, 2Yr Non-Physio	LIFELINKcentral
78000423	LIFELINKcentral Premium, 4Yr Non-Physio	LIFELINKcentral
78000455	LIFELINKCENTRAL PROLICENSE 1YR	LIFELINKcentral
78000456	LIFELINKCENTRAL PROLICENSE 2YR	LIFELINKcentral
78000457	LIFELINKCENTRAL PROLICENSE 4YR	LIFELINKcentral
78000458	LIFELINKCENTRAL PROLICENSE 8YR	LIFELINKcentral
78000459	LIFELINKCEN NON CONNECTED Device Upload	LIFELINKcentral

Stryker Emergency Care Price List | LUCAS

Effective 2/1/23

Part Number	Product Description	Category
97576-00002	Certified Pre-owned - LUCAS 3.0	LUCAS
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX	LUCAS
99576-000083	LUCAS 3,3.1, Training Unit	LUCAS

Stryker Emergency Care Price List | Monitors

Effective 2/1/23

Part Number	Product Description	Category
81700-000001	LP15/ACPA Bundle. Pacing, SpO2,SpCO,SpMet,NIBP,12-Lead ECG,EtCO2,2 IP,BT. ACPA,Ext Cbl (5'3"),AC Pwr Cord.	LP15
81700-000002	LP15/ACPA Bundle. Pacing, SpO2,SpCO,NIBP,12-Lead ECG,EtCO2,Temp,BT. ACPA,Ext Cbl (5' 3"),AC Power Cord.	LP15
81700-000003	LP15/ACPA Bundle. Pacing, SpO2, NIBP,EtCO2. ACPA,Extension Cable (5ft 3 in),AC Power Cord.	LP15
81700-000004	LP15/ACPA Bundle. Pacing, SpO2,SpCO,NIBP,12-Lead ECG,EtCO2,BT. ACPA,Ext Cbl (5' 3"),AC Power Cord.	LP15
81700-000005	LP15/ACPA Bundle. Pacing, SpO2,EtCO2,BT. ACPA,Ext Cbl (5' 3"),AC Power Cord.	LP15
81700-000006	LP15/ACPA Bundle. Pacing, SpO2,SpCO,SpMet,NIBP, 12-Lead ECG,EtCO2,2 IP. ACPA,Ext Cbl (5' 3"),AC Power Cord.	LP15
81700-000007	LP15/ACPA Bundle. Pacing. ACPA,Ext Cbl (5' 3"),AC Power Cord.	LP15
81700-000008	Performance Pak 1, LP15, Hosp	LP15
81700-000009	Performance Pak 2, LP15, Hosp	LP15
81700-000010	Performance Pak 3, LP15, Hosp	LP15
81700-000011	Performance Pak 4, LP15, Hosp	LP15
81700-000012	Performance Pak 5, LP15, Hosp	LP15
81700-000013	Performance Pak 6, LP15, Hosp	LP15
81700-000014	Performance Pak 7, LP15, Hosp	LP15
81700-000015	Performance Pak 8, LP15, Hosp	LP15
81700-000016	Performance Pak 9, LP15, Hosp	LP15
81700-000017	Performance Pak 10, LP15, Hosp	LP15
81700-000019	Performance Pak 11, LP15, Hosp	LP15
81700-000020	Performance Pak 12, LP15, Hosp	LP15
81700-000021	Performance Pak 13, LP15, Hosp	LP15
81700-000022	Performance Pak 14, LP15, Hosp	LP15
96577-000015	ACLS: FOR TRAINING ONLY. Manual & AED, Trending, Pacing, 12-Lead ECG, BT.	LP15
96577-000016	ACLS: FOR TRAINING ONLY. Manual & AED, Trending, Pacing SpO2, NIBP, BT.	LP15
96577-000017	ACLS: FOR TRAINING ONLY. Manual & AED, Trending, Pacing, SpO2, 12-Lead ECG, EtCO2, BT.	LP15
96577-000018	ACLS: FOR TRAINING ONLY. Manual & AED, Trending, Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, SpCO, Temperature, BT.	LP15
96577-000019	ACLS: FOR TRAINING ONLY. Manual & AED, Trending, Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 IP channels, BT.	LP15
96577-000020	ACLS: FOR TRAINING ONLY. Manual & AED, Pacing, SpO2, NIBP, EtCO2, BT.	LP15
96577-000021	ACLS: FOR TRAINING ONLY. Manual & AED, Pacing, SpO2, NIBP,12-Lead ECG, EtCO2, BT.	LP15
96577-000022	ACLS: FOR TRAINING ONLY. Manual & AED, Pacing, SpO2, SpCO, NIBP,12-Lead ECG, EtCO2, BT.	LP15
97577-000101	Certified Pre-owned: V4, Manual & AED, Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT	LP15
97577-000106	Certified Pre-owned: V4, Manual & AED, Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	LP15
97577-000107	Certified Pre-owned: V4, Manual & AED, Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2,Temp, BT	LP15
97577-000109	Certified Pre-owned: V4, Manual & AED, Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, BT	LP15
99577-001368	LIFEPAK 15 V4 Trending, Pacing, 12-Lead ECG, BT	LP15
99577-001372	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 IP, BT	LP15
99577-001373	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Temp, BT	LP15
99577-001588	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT	LP15
99577-001930	LIFEPAK 15 V4 Trending, Pacing	LP15
99577-001931	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP	LP15
99577-001932	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, EtCO2	LP15
99577-001933	LIFEPAK 15 V4 Trending Noninvasive Pacing, SpO2, NIBP, 12-Lead ECG	LP15
99577-001934	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2	LP15
99577-001935	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO NIBP, 12-Lead ECG, EtCO2	LP15
99577-001936	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2	LP15
99577-001937	LIFEPAK 15 V4 Trending, Pacing, SpO2, SPCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 IP	LP15
99577-001938	LIFEPAK 15 V4 Trending, Pacing, SPO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp	LP15
99577-001939	LIFEPAK 15 V4 Trending, Pacing, BT	LP15
99577-001941	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, BT	LP15
99577-001943	LIFEPAK 15 V4 Trending, Pacing, SpO2, EtCO2, 12-Lead ECG, BT	LP15
99577-001944	LIFEPAK 15 V4 Trending, Pacing, SpO2, EtCO2, BT	LP15
99577-001945	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, BT	LP15
99577-001946	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, BT	LP15
99577-001947	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 2 IP Channels, BT	LP15
99577-001948	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, 2 IP Channels, BT	LP15
99577-001950	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, EtCO2, BT	LP15
99577-001951	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, EtCO2, BT	LP15
99577-001952	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, NIBP, EtCO2, BT	LP15

99577-001953	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 12-Lead ECG, BT	LP15
99577-001955	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, BT	LP15
99577-001956	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, Temperature, BT	LP15
99577-001957	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT	LP15
99577-001958	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT	LP15
99577-001959	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, EtCO2, 2 IP Channels, BT	LP15
99577-001960	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, 2 IP Channels, BT	LP15
99577-001962	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 IP, BT	LP15
99577-001963	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, 12-Lead ECG, EtCO2, 2 IP, BT	LP15
99577-001964	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, EtCO2, 12-Lead ECG, BT	LP15
99577-001966	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, EtCO2, 2 IP Channels, BT	LP15
99577-002166	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, EtCO2, BT	LP15
99577-002167	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, Temp	LP15
99577-002168	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, EtCO2	LP15
99577-002169	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Temp	LP15
99577-002170	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, EtCO2, 12-Lead ECG	LP15
99577-002171	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, 12-Lead ECG, EtCO2, 2 IP Channels	LP15
99577-002172	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 IP Channels	LP15
99577-002173	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 12-Lead ECG, EtCO2, 2 IP Channels	LP15
99577-002174	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, EtCO2, 2 IP Channels	LP15
99577-002175	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, EtCO2, 2 IP Channels	LP15
99577-002176	LIFEPAK 15 V4 Trending, Pacing, SpO2, EtCO2	LP15
99577-002177	LIFEPAK 15 V4 Trending, Pacing, SpO2, EtCO2, 12-Lead ECG	LP15
99577-002179	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP	LP15
99577-002180	LIFEPAK 15 V4 Trending, Pacing, 12-Lead ECG	LP15
99577-002181	LIFEPAK 15 V4 Trending, Pacing, SpO2, NIBP, 2 IP Channels	LP15
99577-002182	LIFEPAK 15 V4 Trending, Pacing, SpO2, SpCO, NIBP, EtCO2	LP15
99577-002183	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2	LP15
99577-002184	LIFEPAK 15 V4 Trending, Pacing, Nellcor SpO2, NIBP, 2 IP Channels	LP15
99577-002345	LIFEPAK 15 V4 Trending, Pacing, SpO2	LP15

Stryker Emergency Care Price List | Transport

Effective 2/1/23

Part Number	Product Description	Category
650605550001	MTS POWER PRO COT LOW CONFIG	Power Pro Xt
650605550002	MTS POWER PRO COT MID CONFIG	Power Pro Xt
650605550003	MTS POWER PRO COT HIGH CONFIG	Power Pro Xt
6516000000	POWER PRO IT AMBULANCE COT	Power Pro IT
650705550001	POWER PRO 2 HIGH CONFIG	Power Pro 2
650705550002	POWER PRO 2 MID CONFIG	Power Pro 2
6086055000	POWERLOAD COMPATIBLE OPTION	Power Load
6390000000	POWER LOAD	Power Load
639005550001	MTS POWER LOAD WITH FLOOR PLATE	Power Load
639005550003	MTS POWER LOAD WITHOUT FLOOR PLATE	Power Load
6086000000	PERFORMANCE PRO AMBULANCE COT	Performance Pro
6086034001	PERFORMANCE-LOAD COMPATABILITY OPTION	Performance Load
6392000001	PERFORMANCE LOAD W/CHARGE, PLATE	Performance Load
6392000003	PERFORMANCE LOAD W/CHARGE	Performance Load
6392000004	PERFORMANCE LOAD	Performance Load
6506034002	6506 PWR-LOAD/PERF-LOAD OPTION	Performance Load
6516034001	6516 PERFORMANCE-LOAD OPTION	Performance Load
6516034002	6516 PWR-LOAD/PERF-LOAD OPTION	Performance Load
6083000000	MX-PRO BARIATRIC AMBULANCE COT	MX Pro
6082000000	MX-PRO R-3 AMBULANCE COT	MX Pro
6254000000	EVACUATION CHAIR - MODEL 6254	Evac Chair
6371000000	WALL MOUNT COT FASTENER	Antler Fasteners
6377000000	FLOOR MOUNT W/ DUAL PLATES COT FASTENER	Antler Fasteners
6391000000	MASS CASUALTY FASTENER	Antler Fasteners
6393000000	PERFORMANCE LOAD MASS CASUALTY FASTENER	Antler Fasteners



ALS Technology Conversion for LIFEPAK® 15 monitor/defibrillator

In the event Stryker Emergency Care (SEC) brings to market a new generation ALS monitor/defibrillator, SEC hereby offers Pinellas County EMS the option to consider and evaluate trade-up to SEC's next generation ALS monitor/defibrillator via an ALS Technology Conversion program.

ALS Technology Conversion is an option and does not obligate the Customer to trade-up. If the Customer chooses to initiate trade-up option, SEC offers the below Trade-up Schedule towards SEC's next generation ALS monitor/defibrillator for trade-up for each LIFEPAK 15 monitor/defibrillator purchased pursuant to this 2023 deal. Trade-up is valid for up to four (4) years from the of delivery of LIFEPAK15.

Trade-up value will be applied as a credit/discount on the quote for new generation ALS monitor/defibrillator on a one-for-one basis. Trade-up cannot be redeemed for cash.

Customer acknowledges that the trade-up value is subject to the following conditions:

- each monitor/defibrillator is covered by a SEC service plan from the date of purchase through the date expected to trade-up of the monitor/defibrillator via ALS Technology Conversion
- each monitor/defibrillator must have been continuously owned by the Customer
- each monitor/defibrillator has not been repaired or altered outside of an authorized SEC factory or by an authorized SEC Service Technician in any way which, in the judgment of Stryker Emergency Care, affects its stability and reliability
- the monitor/defibrillator must have been used in accordance with applicable operating instructions and in the intended environment or setting and must not have been subjected to misuse, abuse or accident

In the event any of these conditions are not met, this ALS Technology Conversion program is **void**.

Months	Trade In Value
0-12	\$ 13,500
12-24	\$ 12,200
24-36	\$ 11,000
36-48	\$ 9,900

STRYKER CORPORATION

SOFTWARE AND HOSTING TERMS AND CONDITIONS ("SOFTWARE AND HOSTING TERMS")

CUSTOMER AGREES THAT BY PLACING AN ORDER FOR STRYKER SOFTWARE OR HOSTING SERVICES THAT CUSTOMER AGREES TO BE BOUND BY THESE SOFTWARE AND HOSTING TERMS. PLEASE READ THESE SOFTWARE AND HOSTING TERMS CAREFULLY BEFORE INSTALLING, ACTIVATING OR OTHERWISE ACCESSING OR USING ANY STRYKER SOFTWARE OR HOSTING SERVICES, OR ANY SOFTWARE OR SERVICES ACCESSIBLE BY USING ANY STRYKER SOFTWARE OR HOSTING SERVICES. IF YOU ARE PLACING AN ORDER ON BEHALF OF CUSTOMER, YOU REPRESENT AND WARRANT TO STRYKER THAT YOU ARE DULY AUTHORIZED TO AGREE TO THESE SOFTWARE AND HOSTING TERMS ON BEHALF OF CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THESE SOFTWARE TERMS, CUSTOMER MAY NOT INSTALL, ACTIVATE OR OTHERWISE ACCESS OR USE STRYKER SOFTWARE OR HOSTING SERVICES, OR ANY SOFTWARE OR SERVICES ACCESSIBLE BY USING THE STRYKER SOFTWARE OR HOSTING SERVICES.

1. DEFINITIONS

Agreement means the Ordering Document that references or is otherwise subject to these Software and Hosting Terms, together with these Software and Hosting Terms and the applicable Product Addendum.

Customer-Hosted Software means Stryker Software that Customer hosts on Customer's own equipment or that is separately installed on Equipment in accordance with this Agreement.

Equipment means instruments, tablets or other computing devices, printers, peripherals and spare parts that are provided to Customer by Stryker under a separate Ordering Document.

Hosting Services means data hosting and storage services that Stryker makes available to Customer, as described in the Product Addendum and set forth in the applicable Ordering Document, and any Updates thereto.

Ordering Document means a final quote and/or order for products and/or services as agreed to between Stryker and Customer including the applicable Terms and Conditions set forth at <https://www.strykeremergencycare.com/terms>.

Other Components mean applications and software, including open source software, and services that are licensed or provided by entities or individuals other than Stryker, as may be detailed in the Product Addendum or the Product Documentation.

Party means Stryker or Customer individually, and **Parties** mean Stryker and Customer collectively.

Permitted Facility means the specific facility at the specific address set forth in the Ordering Document or Product Addendum, as applicable.

Product means, for the purposes of the Software and Hosting Terms, Stryker Software or Hosting Services.

Product Addendum means the then-current additional terms and conditions applicable to a specific Product as referenced in the Ordering Document or otherwise provided by Stryker.

Product Documentation means the then-current operational materials and documentation provided by Stryker relating to a Product.

Service Term means the subscription, support or hosting services period set forth in the Product Addendum or the Ordering Document, unless terminated earlier or extended in accordance with the terms of this Agreement.

Stryker means the Stryker company or division referred to in the Ordering Document.

Stryker-Hosted Software means Stryker Software that is hosted by Stryker or its hosting provider and made available to Customer as a service via a Customer-provided internet connection.

Stryker Software means firmware, software, web-based or mobile applications or data compilations, and any services that are accessible through the foregoing, that are proprietary to Stryker, as described in the Product Addendum and set forth in the applicable Ordering Document, and any Updates thereto. Stryker Software does not include any open source or third-party licensed software, which are subject to the terms and conditions set out in the relevant open source or third-party license as set forth herein.

Update means corrections, updates, upgrades or enhancements to Stryker Software or Hosting Services, as applicable, as made available to Customer by Stryker for use by Customer under this Agreement.

User means any employee, contractor or representative of Customer that Customer has authorized to access and/or use a Product. Any installation, activation, access or use by or on behalf of Customer, or that occurs when the Product is in Customer's or a User's possession or control, is considered to have been performed by Customer. Users may only use and access the Products at and for the Permitted Facilities.

2. USE RIGHTS

Subject to the terms of this Agreement, Stryker grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to allow Users to use Stryker Software and Hosting Services for internal business purposes as set forth in the Product Documentation. Stryker Software is licensed in read-access, object code form only. Product Documentation only may be used in connection with the specific Product with which it relates, and for no other purpose. In addition, unless otherwise set forth in the Product Addendum (for the avoidance of doubt, more than one category may apply to a Product):

- (a) For Stryker-Hosted Software and Hosting Services, Customer may only connect to the Stryker Software using authorized websites, mobile applications and/or software ("**Authorized Connections**") as set forth in the Product Documentation and for use for the Permitted Facilities.
- (b) For Customer-Hosted Software, Customer may make one copy of the Stryker Software to operate on one computer or device, and one copy for backup or archival purposes and NOT for use in production on one computer or device, as set forth in the Product Documentation, and for each copy at a single location at a Permitted Facility in the United States.

Customer must register, set up, and always keep accurate and complete, an authorized account with passwords, authentication keys, or security credentials that enable Users access to the Products ("**Login Credentials**"). Customer and User's must maintain the confidentiality and security of all Login Credentials, and Customer responsible for any consequences that may result from the improper disclosure or use of any such Login Credentials. If Customer or any User believes an account has been compromised, including any unauthorized access to or use or disclosure of any Login Credentials, Customer must notify Stryker immediately. As part of any registration or set up process, Stryker may request registration-related

information, including a User's name and e-mail address. By providing this information, Customer consents, and is responsible for obtaining all User consent, to its collection and use by Stryker. Customer is responsible for all acts and omissions of Users, and for ensuring the compliance by all Users with all terms of this Agreement.

If Customer is aware of any violation by a User, Customer immediately must notify Stryker and suspend that User's access to the Products. Customer is responsible and liable for all acts and omissions by Users or by any other individual or entity to whom Customer or any User provides or allows access, or that accesses the Products through the Login Credentials. Stryker reserves the right to refuse service, terminate accounts, remove or edit content, or cancel logins in its sole and absolute discretion. The Products do not include network equipment or internet connection. Customer is responsible for obtaining equipment, software, supplies and connections sufficient to access and use the Products, and Customer is solely responsible for payment of any third-party fees associated therewith, including internet service-provider charges. Use of the Products may be limited or restricted depending on the capabilities, bandwidth or technical limitations of User's connection and service. The provision, quality and security of such connectivity are the responsibility of Customer and the party providing such service to Customer, not Stryker. If a Product has remote access capabilities, Customer hereby agrees to make systems available for remote support and consents to Stryker or Stryker's agents connecting through the internet for remote diagnostic, update, upgrade, and repair purposes.

The Products and the Product Documentation, including all Updates and modifications, enhancements, changes and additions thereto, are the proprietary and confidential property of Stryker or its licensors. Stryker hereby owns (and Customer hereby assigns and will cause all Users to assign to Stryker) all title, copyright, and other worldwide intellectual property rights in the Products and Product Documentation, including all Updates and all modifications, enhancements, changes and additions thereto, and all copies thereof. This Agreement does not grant Customer or any User any rights to trademarks or service marks of Stryker, nor any rights or licenses under any of Stryker's patents or other intellectual property rights except as expressly granted herein. Customer must not remove, alter, or obscure any proprietary notices contained on or within the Products or the Product Documentation and will reproduce such notices on any back-up copy of the Products or Product Documentation. This is not a sale, and Stryker hereby reserves all rights to the Products and Product Documentation, except for the rights expressly granted herein. No other right or authorization is granted, by implication, reliance or otherwise. Without limiting the foregoing, no right is granted or implied, and Customer is not authorized, to use any Product in combination with any product or method not specifically permitted by Stryker.

3. RESTRICTIONS

Customer may not, and will not allow any third party to, do any of the following: (a) access or attempt to access any other Stryker systems, programs, services or data that are not made available for Customer's use; (b) unless expressly permitted in the Production Documentation, copy, reproduce, alter, merge, modify, adapt, create derivatives of, translate, republish, upload, post, transmit, resell or distribute in any way the Products or any Product Documentation; (c) decompile, reverse engineer, disassemble, or otherwise reduce Stryker Software to a human perceivable form or to derive the underlying ideas, algorithms, structure or organization from any Product, except to the extent permitted by applicable Law; (d) permit any third party to benefit from the use or functionality of any Product via a rental, lease, timesharing, service bureau, or other arrangement; (e) sublicense, sell or transfer any of the rights granted to Customer unless approved in writing by

Stryker; (f) breach, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in any Product, including any mechanism used to restrict or control the functionality of Stryker Software, or enable features or functionalities that are otherwise disabled or not purchased by Customer; (g) perform or attempt to perform any actions that would interfere with the proper working of a Product; or (h) use a Product in or for any manner or purpose that infringes, misappropriates, or otherwise violates any right of any third party or that violates any applicable Law. Customer will, and will ensure that Users will, always use Stryker Software in compliance with this Agreement and the Product Documentation.

For Stryker-Hosted Software, the Hosting Services or any Stryker Software that is connected to a Stryker system hosted by Stryker, Customer will not, and will ensure that Users do not:

- (a) perform, attempt to perform, or assist others in performing any of the following while accessing or using a Product: (i) use, display, mirror, or frame the Product or any individual element within the Product, including the design of any page; (ii) try to gain unauthorized access to, test the vulnerability of, or disrupt any Product, any other service, device, data, account, or network, including Stryker systems or systems of Stryker providers; or (iii) access any Product through the use of any mechanism other than through the use of an Authorized Connection.
- (b) (i) upload any content that contains software viruses or is designed to interrupt, destroy, or limit the functionality of any software, equipment or services, or that contains other harmful, disruptive, or destructive files or content; (ii) use or attempt to use another User's account without authorization, or impersonate any person or entity; or (iii) use any Product in any manner that, in Stryker's sole discretion, is objectionable or restricts or inhibits any other person or entity from using or enjoying a Product, or which may expose Stryker or any third party to any harm or liability of any type.

If a Product is considered a medical device by the U.S. Food and Drug Administration ("FDA"), additional terms may be applicable as set forth in the Product Addendum. Unless a Product Addendum expressly sets forth otherwise, no data generated, hosted or stored by or through a Product or Stryker is or should be considered an electronic medical record. Customer is responsible for printing or storing any data as may be necessary or appropriate to include in any medical record maintained by Customer.

Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraph (b) of FAR 52.227-19, Commercial Computer Software License. A Product may contain applications and software, including open source software, and services that are licensed or provided by entities or individuals other than Stryker as detailed in the Product Addendum or the Product Documentation ("**Other Components**"). Other Components are subject to the terms and conditions of the applicable license agreement that accompanies or applies to such Other Components. Customer will use the Other Components solely in conjunction with a Product and Customer will have no broader use rights with respect to the Other Components than it has to the Product.

4. UPDATES; OTHER SERVICES

From time to time, Stryker may provide Updates, including for purposes of error correction and improvement of functions. Updates may delete or change the nature of features or other aspects of a Product. Customer

acknowledges and agrees that Updates are made at Stryker's sole discretion and that Stryker may condition continued use of a Product upon Customer's complete installation, use or acceptance of an Update. Any Updates will be deemed to be, and will constitute part of, a Product. Customer agrees and consents to install and use any Update if required by Stryker. The Product may require the purchase of an annual maintenance subscription for ongoing training, support, and upgrades, which will be governed by separate terms and conditions.

If Stryker makes a material change to a Product, Stryker will use reasonable efforts to notify Customer prior to the effective date of that change. If any changes are made to a Product by or on behalf of Customer or a User, permitted or otherwise, Customer will promptly notify Stryker thereof and all intellectual property and other rights in such additions or changes will be exclusively owned by Stryker. Customer will timely execute any documents reasonably requested by Stryker to vest in Stryker all rights in and to those changes.

5. USER RESPONSIBILITIES

Customer acknowledges that Customer and Users, acting through licensed medical doctors or other licensed health care professionals who are employed by or otherwise associated with Customer, will be the provider of medical and other health services to patients relating to the review, analysis, and interpretation of any medical data or any related health care services provided to patients based on such review, analysis, and interpretation in connection with any Product or services provided as part of or through any Product. Customer acknowledges and agrees that Stryker is not a provider or supplier of any health-care services and that Stryker will not be deemed to be furnishing any patient health-care services by virtue of providing any Product or in connection with this Agreement. Except as expressly set forth in this Agreement, Customer agrees to reimburse Stryker for and hold Stryker harmless from, any consequences, directly or indirectly, related to any misuse or interpretation of any Product or any other information provided or omitted in an amount not to exceed ten (10) times the subscription fees.

Customer must comply with, and is solely responsible for complying with, all applicable laws, regulatory requirements and rules ("**Laws**") relating to the use of a Product, including Laws in the jurisdiction(s) where a Product is used or accessed. Customer acknowledges Customer's obligation to inform Users of warnings, instructions, notices and other materials regarding proper use of a Product.

Customer retains all rights to the content Customer or a User upload, store, share, send, or display to or via a Product ("**Customer's Content**") subject to the provisions in this Agreement. Customer is solely responsible for ensuring that each Product and its security are appropriate for Customer's intended use. Customer is responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Customer's Content. Those steps may include (a) controlling access Customer provides to Users, (b) making appropriate configurations, (c) ensuring the security of Customer's Content while it is in transit, (d) using encryption technology to protect Customer's Content, and (e) backing up Customer's Content. Customer is responsible for providing any necessary notices to Users and obtaining any legally required consents from Users regarding their use of the Products. Customer represents and warrants that Customer has the rights to provide Customer's Content to Stryker and to direct and authorize Stryker to use and disclose Customer's Content as contemplated in this Agreement. For Hosting Services, Customer hereby consents to Stryker's hosting and processing of Customer's Content and other related information, including at locations of Stryker and its third-party infrastructure and cloud providers.

Customer agrees to assist Stryker in any implementation process. Customer agrees to have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed upon schedule. Customer will be responsible for taking all necessary actions prior to Stryker performing the installation/services to remove and/or remediate any hazardous conditions or materials. Further, Customer will maintain an environment that complies with the Product Documentation and will use all Products in accordance with this Agreement and the Product Documentation. Customer is responsible for all hardware, operating systems, network setup, network maintenance and setup required in the support of a Product. Customer may be required to grant Stryker certain limited access rights to Customer's systems or resources in order that Stryker may render services. Customer is responsible for ensuring that Customer's personnel have sufficient training to attain and maintain competence in the operation of a Product.

Should Customer return a Product, sell or otherwise transfer a Product, or if this Agreement or a Service Term is terminated, if requested by Stryker, Customer will uninstall or cease use of Stryker Software and delete (directly or hereby allows Stryker to delete) any and all accounts Customer may have established for the Product or that are accessible through the Product. If Customer resells or transfer any Product to other hospitals, clinics, wholesalers, dealers or any other third parties, Customer will notify Stryker in advance. Unless Stryker and the successor owner or transferee enter into a separate agreement for the use of or access to a Product (including the use of any Stryker Software or Hosting Services), all representations and warranties with respect to such Product are null and void and Stryker will have no further obligations or liability with respect to the Product or any component thereof.

During the Service Term, and for four years thereafter, both Parties will comply with all applicable requirements of 42 CFR Section 420.302, including: (a) retaining required documents, and (b) giving the U.S. Comptroller General, HHS, and their duly authorized representatives access to its contract, books, documents, and records related to the sale under this Agreement and those of any organizations related to the Parties.

Customer agrees that Stryker or its agents or representatives may audit Customer's use of a Product for compliance with these Software and Hosting Terms at any time. If such audit reveals any use other than in full compliance with the terms of this Agreement, Customer will reimburse Stryker for all reasonable expenses related to such audit in an amount Stryker has the right to investigate violations of this Agreement and any conduct that affects any Product and, in response, may take any action Stryker may deem appropriate.

6. INFRINGEMENT

Stryker will defend Customer against any action by a third party against Customer to the extent based on a claim that Stryker Software infringes a United States patent, copyright or trade secret of such third party during the Service Term applicable to such Stryker Software ("**Infringement Claim**"), and Stryker will indemnify Customer against all direct losses it suffers by reason of settlements to which Stryker has agreed and all final, non-appealable judgments awarded against Customer to the extent arising out of any Infringement Claim, provided that, in each case: Customer promptly notifies Stryker in writing of the existence of any Infringement Claim; Customer is able to, at Stryker's option, control the defense and settlement of such Infringement Claim; and Customer fully cooperates in the defense of any Infringement Claim. These obligations will not apply to the extent that the alleged infringement or violation arises from: use of non-Stryker furnished equipment, software, or other resources with Products; Customer's failure to follow Stryker's installation, operation, repair or maintenance instructions; Customer's failure to

permit Stryker timely access, remote or otherwise, to Products; failure to implement any Updates, including revisions, modifications, updates, patches, “bug fixes” or new versions of or to Stryker Software, provided by Stryker; Products with their serial numbers altered, defaced or deleted; Products that have been altered, serviced or modified by a party other than Stryker; Products that have been subjected to abnormal physical or electrical stress, misuse, negligence or accident by Customer or a third party or any other cause outside of Stryker’s control; or Products and/or Stryker Software not purchased new (collectively “**Exceptions**”). If Stryker Software becomes, or in Stryker’s opinion is likely to become, the subject of an Infringement Claim barring Customer’s use of the Stryker Software, Stryker may, at its option, either: remedy or replace the infringing components of the Stryker Software or terminate Customer’s access to and use of the infringing components of Stryker Software with no further obligation to User. THIS CLAUSE STATES STRYKER’S ENTIRE LIABILITY WITH RESPECT TO ANY LIABILITY FOR ANY THIRD-PARTY CLAIMS OF INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

7. WARRANTY

Stryker warrants to Customer that the Stryker Software will perform substantially as described in the Product Documentation when first delivered or made available for access or use by Customer. If Customer notifies Stryker of Defects within five (5) days after Customer’s first access or use, and those defects are verified by Stryker, as Customer’s sole and exclusive remedy, Stryker will remedy or replace the defective Stryker Software or, at its option, terminate this Agreement with respect to Stryker Software that was defective. A “**Defect**” occurs when in the course of proper use, the Software does not perform in any material respect in the manner described in the Product Documentation unless the Defect is caused by the improper use or unauthorized amendment of the Software by the Customer or anyone acting with the authority of the Customer. Customer’s remedy for breach of this limited warranty will be limited to the foregoing replacement or refund and will not encompass any other damages. No dealer, distributor, agent or employee of Stryker is authorized to make any modification or addition to the warranty and remedies stated herein. Additional terms regarding Product warranties and maintenance may be set forth in the Product Addendum. Notwithstanding these limited warranty provisions, all of Stryker’s obligations with respect to such warranties will be contingent on Customer’s use of a Product in accordance with this Agreement and in accordance with Stryker’s instructions as provided in the Product Documentation, as such instructions may be updated from time to time. Stryker will have no warranty or indemnity obligations if the failure or infringement is caused to or by an Exception.

EXCEPT AS SPECIFICALLY STATED IN THESE SOFTWARE AND HOSTING TERMS, STRYKER EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATING TO THESE SOFTWARE AND HOSTING TERMS, A PRODUCT OR ANY CONTENT PROCESSED THROUGH OR GENERATED BY A PRODUCT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. STRYKER MAKES NO WARRANTY THAT A PRODUCT WILL MEET CUSTOMER’S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. CUSTOMER ACKNOWLEDGES THAT, UNLESS OTHERWISE EXPRESSLY SET FORTH IN THE PRODUCT ADDENDUM, ACCESS TO AND USE OF THE SERVICES IS NOT THE EXCLUSIVE METHOD OF TRANSMISSION, STORAGE, OR RETENTION OF ANY APPLICABLE INFORMATION OR DATA.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL STRYKER BE LIABLE TO CUSTOMER, ANY USER, ANY HEALTHCARE PROFESSIONAL, OR ANY EMPLOYEE, CONTRACTOR, AGENT, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR A PRODUCT (WHETHER IN WARRANTY, CONTRACT, OR TORT, INCLUDING NEGLIGENCE, AND
Stryker Confidential - Stryker Software and Hosting Terms

REGARDLESS WHETHER STRYKER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE), INCLUDING LOST REVENUE OR PROFITS, LOSS OR CORRUPTION OF DATA OR GOODWILL, SERVICE UNAVAILABILITY, INTERRUPTION, STOPPAGE, OR DELAY, COMPUTER DAMAGE, MEDICAL EXPENSES, SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES; OR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY CUSTOMER OR A USER AS A RESULT OF THE SUSPENSION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON, OR THE RELEASE OR THE DECISION NOT TO RELEASE UPDATES. IN NO EVENT WILL STRYKER’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY USE OF OR INABILITY TO USE A PRODUCT, EXCEED THE TOTAL AMOUNT OF FEES (EXCLUDING AMOUNTS FOR THIRD PARTY SOFTWARE, INSTALLATION, WARRANTY AND MAINTENANCE SERVICES AND TAXES) CUSTOMER PAID STRYKER UNDER THE PURCHASE ORDER FOR THE PRODUCT GIVING RISE TO THE LIABILITY FOR A PERIOD NOT TO EXCEED SIX MONTHS FROM CUSTOMER’S FIRST CLAIM. THIS LIMITATION OF LIABILITY APPLIES EXCEPT AS PROHIBITED BY APPLICABLE LAW.

EACH PARTY RECOGNIZES AND AGREES THE DISCLAIMERS, LIABILITY, AND REMEDY LIMITATIONS IN THESE SOFTWARE AND HOSTING TERMS ARE MATERIAL BARGAINED-FOR AGREEMENTS, AND HAVE BEEN TAKEN INTO ACCOUNT, REFLECTED IN THE CONSIDERATION GIVEN BY EACH PARTY, AND FACTORED INTO EACH PARTY’S DECISION TO ENTER INTO THESE SOFTWARE AND HOSTING TERMS. STRYKER DISCLAIMS ALL LIABILITY AND IS NOT RESPONSIBLE FOR THE BREACH OF ANY THIRD-PARTY TERMS OR AGREEMENT THAT CUSTOMER MAY HAVE ENTERED INTO OR ACCEPTED BY THE USE OR ACCESS OF A PRODUCT.

9. CONFIDENTIALITY; DATA USAGE AND PROTECTION

In connection with this Agreement, each Party may have access to information that is confidential to the other (“**Confidential Information**”). The Parties each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential Information will be limited to the terms and pricing under this Agreement, Products and Product Documentation and other information clearly identified as confidential at the time of disclosure, to the extent permitted under Florida’s Public Records laws. A Party’s Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party’s lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.

The Parties each agree to use commercially reasonable efforts not to disclose each other’s Confidential Information to any third party (other than as permitted herein) for a period of three years from the date of the disclosing Party’s disclosure of the Confidential Information to the receiving Party, except for Confidential Information relating to a Product (including Product Documentation) which may not be disclosed by Customer at any time during or after the Service Term other than as expressly permitted under this Agreement. Stryker may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing will prevent either Party from disclosing the Confidential Information to a governmental entity as required by Law.

Stryker will employ reasonable and appropriate safeguards and procedures to protect the security of Stryker Software. Customer will secure and protect the Stryker Software and each copy thereof, from unauthorized copying or disclosure.

Customer may provide Stryker with personal data as defined by relevant data protection Laws relating to Customer’s personnel or other individuals involved in the use of the Products, including PHI as defined below (together, “**Personal Information**”). Customer will

comply with all data protection Laws. Customer consents to the processing of this Personal Information by Stryker, its affiliates and their respective suppliers, and will, to the extent legally required, provide appropriate notice to each individual or obtain requisite consent to such processing of his or her Personal Information for the following specific purposes: (a) performing under this Agreement; (b) providing information about Stryker products and services; (c) transferring Personal Information permitted under this Agreement and the Product Documentation; and (d) satisfying legal or regulatory requirements. Customer is solely responsible for responding to User or patient inquiries or issues.

Where Stryker may process Personal Information stored in Equipment or Stryker Software when performing the Hosting Services, the following provisions will apply, subject to the other provisions in this Agreement:

- (a) Stryker will process such Personal Information only for the purposes of providing the Hosting Services or performing its obligations under this Agreement (such processing is approved by Customer and will be deemed in accordance with Customer instructions) and is prohibited from retaining, using, or disclosing any Personal Information for any other purpose.
- (b) Customer will endeavor to limit the disclosure of Personal Information to Stryker to that which is reasonably necessary to perform the Hosting Services or performing its obligations under this Agreement.
- (c) Customer will keep Personal Information confidential and will implement reasonable administrative, physical, and technical measures to protect it against accidental unlawful or unauthorized destruction, loss, alteration, disclosure or access.

To the extent Stryker creates, receives, maintains, transmits or otherwise has access to any protected health information (“**PHI**”) on behalf of Covered Entities (as that term is defined in HIPAA (below)) in the United States and in the course of performing under this Agreement, Stryker will only use and disclose such PHI as permitted by the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, and the pertinent regulations promulgated thereunder (collectively, “**HIPAA**”). If required by HIPAA, the Business Associate Agreement located at <https://www.strykeremergencycare.com/> shall apply. Without in any way limiting the foregoing, to the extent applicable to data processed in California under California law, the Parties agree that Stryker is a “Service Provider” under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100, et seq. (the “**CCPA**”) and that nothing about this Agreement or the Products, or the services providing in connection with the Products, involves a “selling” or a “sale” of Personal Information under the CCPA or other applicable Laws.

Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and Users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Agreement. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable Law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer’s Content incorporated within the Stryker Data. “**Stryker Data**” means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aid Stryker in

optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

Customer is responsible for Customer’s Content. Customer represents and warrants that Customer owns Customer’s Content or that Customer has all rights necessary to use and allow use of Customer’s Content as described in this Agreement. If Stryker believes a problem may be attributable to Customer’s Content or to Customer’s use of a Product, Customer must cooperate with Stryker to identify the source of, and to resolve, the problem. If Customer becomes aware that any of Customer’s Content violates this Agreement or Law, Customer must immediately remove such parts of Customer’s Content from a Product or any services provided under this Agreement.

If Customer or a User submits comments, ideas, or feedback to Stryker, Customer agrees that Stryker can use, disclose, reproduce, distribute, and exploit them without any restriction or compensation to Customer or any User. Stryker does not waive any rights to use similar or related ideas or feedback previously known to or developed by Stryker or obtained from sources other than Customer.

Prior to returning any equipment to Stryker, Customer will decontaminate it and ensure that all Personal Information, including PHI stored in such equipment is deleted. Customer acknowledges that, in any case, all data and settings stored in the returned equipment may be deleted by Stryker.

If Stryker is required by subpoena, court order or any other legal or regulatory requirement to disclose any of Customer’s Content, Stryker will provide Customer with notice and a copy of the demand as soon as practicable, unless Stryker is prohibited from doing so pursuant to applicable Law. If Customer requests, Stryker will, at Customer’s expense, take reasonable steps to contest any required disclosure.

10. EXPORT CONTROL; GOVERNMENT REQUIREMENTS

The Laws of the United States and any other relevant jurisdictions may apply to the Products. Customer agrees that such Laws, if applicable, govern Customer’s use of the Products (including technical data), and Customer agrees to comply with all Laws (including “deemed export” and “deemed re-export” regulations). Customer agrees that no data, information, Product and/or materials resulting from the use of any Product will be exported, directly or indirectly, in violation of these Laws, or will be used for any purpose prohibited by these Laws.

Each of the documentation and the software components that constitute a Product is a “commercial item” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR 12.212 (“Computer Software”). If acquired by or on behalf of a civilian agency, the U.S. Government acquires the software and any associated software documentation and/or technical data subject to the terms herein as specified in FAR 12.212 (“Computer Software”) and 12.211 (“Technical Data”). If acquired by or on behalf of any agency within the Department of Defense, the U.S. Government acquires the software, software documentation and technical data subject to the terms herein as specified in DFARS 227.7202-3. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data under these terms and conditions.

11. TERM; TERMINATION; SUSPENSION

For subscription, support or hosting services, the provision of such services is limited to the applicable Service Term. Stryker may, at its option, immediately suspend Customer's use of any Stryker Software if: (a) Customer is in breach of this Agreement (including the Software and Hosting Terms or a Product Addendum); (b) Stryker believes that Customer's use of a Product poses a security risk; or (c) Stryker suspects fraud or abuse. Stryker will give Customer notice before suspending Customer's use if permitted by Law or unless Stryker reasonably determines that providing notice presents a risk of harm, in which case Stryker will notify Customer as soon as feasible or permitted. Stryker will promptly reinstate Customer's access once Stryker has determined that the issue causing the suspension has been resolved. Customer will remain responsible for all fees incurred before and during any suspension.

If either Party breaches a material term of this Agreement and fails to correct the breach within thirty days (except for failure by Customer to pay amounts under this Agreement, in which case the cure period will be ten days) of written specification of the breach, then the breaching Party is in default and the non-breaching Party may terminate this Agreement. If Stryker terminates this Agreement as specified in the preceding sentence, Customer must pay within ten days all amounts, which have accrued prior to such termination. Except for nonpayment of fees, the non-breaching Party may agree in its sole discretion to extend the thirty-day period for so long as the breaching Party continues reasonable efforts to cure the breach. Customer agrees that if Customer is in default under this Agreement, Customer may not use those Products which Customer ordered. Upon termination or expiration of this Agreement or a Service Term, all of Customer's rights to use Stryker Software and the Hosting Services expire, and Customer will immediately cease use and return to Stryker any copies of any use Stryker Software any accompanying documentation.

Upon the termination or expiration of any Hosting Services, Stryker will make Customer's Content (as it existed at the end of the date of termination or expiration) available for retrieval by Customer for up to thirty days (or such different period set out in the Product Addendum). At the end of such retrieval period, and except as required by Law or as otherwise set forth in this Agreement, Stryker will delete or otherwise render unrecoverable Customer's Content that remains in the environments hosted by Stryker for Customer. If Stryker hosts or stores Customer's Content beyond the Service Term, Customer will pay to Stryker, and will be responsible to Stryker for, Stryker's hosting and storage fees.

Any terms that should survive termination by their nature will so survive, including limitations of liability and ownership rights of Stryker. Termination by any means will not affect the provisions of this Agreement relating to the payment of amounts due or the survival provision of this Agreement, regardless of the reason for termination.

12. GENERAL TERMS

Customer agrees that this Agreement and the information which is incorporated into this Agreement or Product Documentation by written reference (including reference to information contained in a URL or referenced policy), together with the applicable Ordering Document, are the complete agreement for the Products ordered by Customer and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products. It is expressly agreed that the terms of this Agreement will supersede the

terms in any purchase order, procurement internet portal or any other similar non-Stryker document and no terms included in any such purchase order, portal or other non-Stryker document will apply to the Products ordered. Stryker may refer to Customer as a customer of the ordered Products in sales presentations, marketing vehicles and activities.

Except for the obligation to pay fees when due, neither Party will be liable to the other Party in respect of any hindrance, delay, or failure to perform that results from any event or cause that is beyond the reasonable control of the Party obligated to perform, including acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from their usual sources. If for any reason a court or competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect. Stryker's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. Except as expressly set forth in this Agreement, the exercise by Stryker of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

Stryker is an independent contractor, and nothing in this Agreement is intended to create a partnership or joint venture between the Parties. Customer has no power to bind or obligate Stryker in any manner. Nothing express or implied in this Agreement is intended to confer, or will confer, upon any person or entity other than Customer and Customer's permitted assigns any rights, remedies, obligations, or liabilities whatsoever. Customer may not assign, delegate, or transfer this Agreement (in whole or in part), by operation of Law or otherwise, without Stryker's prior written consent. Stryker may assign, delegate, or transfer this Agreement to any of its affiliated entities. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their successors and permitted assigns.

Stryker reserves the right to amend any of the terms of this Agreement by posting notice on a Stryker designated web site, by email notification to an email address provided by Customer, by providing notice as part of the process in which Customer obtains updates, or by any other legally recognizable form of notice. If Customer does not agree to the amendment, Customer should promptly contact Stryker for instructions. Customer's continued use of a Product after the effective date of any such notice will be deemed Customer's agreement to be bound by such amendments. Except as otherwise set forth in this paragraph, no amendments may be made to this Agreement except in writing signed by both Parties, and any notice required under this Agreement must be provided to the other Party in writing.

Except to the extent preempted by federal Law, the Laws of Florida, other than its conflict-of-Laws principles, govern this Agreement and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to this Agreement or the Products. The Uniform Computer Information Transactions Act does not apply to this Agreement or any Products. EXCEPT TO THE EXTENT PROHIBITED BY LAW, STRYKER AND CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY MATTERS OR DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT. Any claim or cause of action arising under this Agreement must be commenced within five years after the claim or cause of action arises.

PRODUCT ADDENDUM

LIFENET® System

Stryker will provide Customer access to the LIFENET System and its associated applications and infrastructure, including LIFENET Alert, LIFENET Archive, LIFENET Asset, LIFENET Adapter, LIFENET Consult, LIFENET Export, LIFENET OnePush or LIFENET PC Gateway Software as set forth in the Ordering Document and as described at <https://www.strykeremergencycare.com/products/data-solutions/> subject to the terms of the preceding Software and Hosting Terms and Conditions and the following product-specific terms and conditions:

1. USE RIGHTS FOR LIFENET SUBSCRIPTIONS. The LIFENET Unlimited Subscription, the LIFENET Standard Subscription and the LIFENET Basic Subscription include a license for unlimited Users to use software necessary for receiving data from the LIFENET System (the “**Receiving Software**”). Stryker grants to each LIFENET Unlimited, LIFENET Standard and LIFENET Basic Subscriber a license according to the preceding Software and Hosting Terms and Conditions to use the applicable Receiving Software in accordance with the following:

1.1. **LIFENET Unlimited.** Each LIFENET Unlimited Subscription allows a Customer to install the following applications on an unlimited number of personal computers at a single location at a Permitted Facility in the United States: LIFENET Alert, LIFENET Archive, LIFENET Export, and LIFENET Adapter. In addition, LIFENET Unlimited also allows for an unlimited number of LIFENET Consult Users. LIFENET Unlimited Subscriptions also entitle Customer to purchase and use LIFENET OnePush and LIFENET Cardiology Cart Integration licenses.

1.2. **LIFENET Standard.** Each LIFENET Standard Subscription allows a Customer to install the following applications at a single location at a Permitted Facility in the United States: LIFENET Alert on three (3) personal computers, with the option of LIFENET Archive, LIFENET Export on one (1) personal computer, and up to five (5) LIFENET Consult Users.

1.3. **LIFENET Basic.** Each LIFENET Basic Subscription allows a Customer to install the following applications at a single location at a Permitted Facility in the United States: LIFENET Alert on one (1) personal computer with the option of LIFENET Archive.

Multiple licenses are required to install the application throughout a hospital system with multiple locations. Concurrent use on multiple computers beyond the limits listed above requires a separate license for each computer/User.

2. USE RIGHTS FOR LIFENET APPS. For LIFENET applications that are (i) not purchased in connection with a LIFENET Unlimited,

LIFENET Standard, or LIFENET Basic Subscription or (ii) are purchased due to use right limitations of the applicable LIFENET System subscriptions, the following use rights apply.

2.1. For each LIFENET Alert, LIFENET Adapter, LIFENET Archive, or LIFENET PC Gateway Software license purchased, Customer may install one copy of the Stryker Software to operate on one computer or device, and one copy for backup or archival purposes at a single location at a Permitted Facility in the United States.

2.2. LIFENET Consult and LIFENET Export are only available through a LIFENET Unlimited or LIFENET Standard Subscription. For each additional license purchased, Customer may install one copy of the Stryker Software to operate on one computer or device, and one copy for backup or archival purposes at a single location at a Permitted Facility in the United States.

Multiple licenses are required to install the application throughout a hospital system with multiple locations. Concurrent use on multiple computers beyond the limits listed above requires a separate license for each computer/User.

3. LIFENET ADAPTER. LIFENET Adapter may only be installed on equipment located at the Customer’s location. Stryker is not responsible for the breach of any third-party end-user agreement that Customer may have entered into or accepted by the purchase and use of a monitor or 12-lead system that was not supplied to Customer by Stryker. Stryker is only providing the LIFENET Adapter and it is Customer’s responsibility to ensure the ability to export 12-lead ECG data from Customer’s system to the LIFENET System via the LIFENET Adapter.

4. ECG DATA. The LIFENET System is not an electronic medical record. Customer is responsible for printing any ECG Data as may be necessary or appropriate to include in any patient’s medical record. ECG Data is stored on the LIFENET System and is accessible by certain LIFENET products for a customer-defined time period.

PRODUCT ADDENDUM

LIFELINKcentral™ AED Program Manager

Stryker will provide Customer access to the LIFELINKcentral AED Program Manager as set forth in the Ordering Document and as described at <https://www.strykeremergencycare.com/service-support-overview/lifelink-central/> subject to the terms of the preceding Software and Hosting Terms and Conditions and the following product-specific terms and conditions: subject to the terms of the preceding Software and Hosting Terms and Conditions and the following product-specific terms and conditions.

1. USE RIGHTS FOR LIFELINKcentral Subscriptions. The LIFELINKcentral Subscription includes a license for unlimited Users to use the LIFELINKcentral AED Program Manager software according to the preceding Software and Hosting Terms and Conditions.

2. LOCATION SERVICES TERMS OF USE

2.1. **Data Collection & Usage.** To provide location services, Stryker must collect, utilize, transmit, process, and maintain information (1) to help track location of devices; (2) for analysis to improve device location accuracy; or (3) to provide the AED location to local emergency medical services, medical directors or AED registries. If Customer’s device has wireless technology features, device information may also be used to identify its location via Google location

services or other location services providers. These providers will apply their own terms and policies for their services.

- 2.2. **Consent Revocation.** Customer may withdraw consent at any time. Customer can disable these location services by de-selecting the Location Services Consent box on the Account page. If Customer is unable to revoke consent,

please contact Stryker Customer Support for further assistance.

- 2.3. **Data Retention.** Stryker will retain the above collected data for the duration of Customer’s use of location services and, when applicable, for a reasonable period after Customer has disabled location services.

PRODUCT ADDENDUM

CODE-STAT™ Data Review Software

Stryker will provide Customer access to CODE-STAT Data Review Software as set forth in the Ordering Document and as described at <https://www.strykeremergencycare.com/products/data-solutions/> subject to the terms of the preceding Software and Hosting Terms and Conditions and the following product-specific terms and conditions:

- 1. **INTENDED USE.** CODE-STAT Data Review Software is intended for post-event review electrocardiographic (ECG) and other monitoring parameters, such as NIBP, SpO₂, SpCO, SpMet, IP, temperature and end-tidal CO₂. Additional case data, such as patient information and waveform annotations, are also available for Customer’s review.

CODE-STAT DATA REVIEW SOFTWARE IS NOT INTENDED TO BE USED FOR DIAGNOSIS OR TREATMENT OF PATIENTS.

2. USE RIGHTS.

- 2.1. For each CODE-STAT Data Review Software license purchased, Customer may install one copy of the Software to operate on one computer or device and maintain one copy

for backup or archival purposes at a single location at a Permitted Facility in the United States. Customer may install the same "serial number and feature key pair" for the Software on multiple computers, provided Customer has purchased the corresponding number of licensed copies. Customer may not network or install the CODE-STAT Data Review Software on a file server of a multi-user system that allows more than one User to access the Software at the same time, or distribute CODE-STAT Data Review Software by other electronic means (without sufficient licenses to cover active Users).

- 2.2. For each CODE-STAT Data Review Software enterprise subscription purchased, Customer may install and use the Software without restriction to the number of Users and maintain one copy for backup or archival purposes.

PRODUCT ADDENDUM

DT EXPRESS™ Data Transfer Software

Stryker will provide Customer access to DT EXPRESS Data Transfer Software as set forth in the Ordering Document and subject to the terms of the preceding Software and Hosting Terms and Conditions and the following product-specific terms and conditions:

INTENDED USE. DT EXPRESS Data Transfer Software is intended for post-event review electrocardiographic (ECG) and other monitoring parameters, including NIBP, SpO₂, SpCO, SpMet, IP, temperature and end-tidal CO₂. Additional case data, such as patient information and waveform annotations, are also available for review.

DT EXPRESS DATA TRANSFER SOFTWARE IS NOT INTENDED TO BE USED FOR DIAGNOSIS OR TREATMENT OF PATIENTS.

- 1. **USE RIGHTS.** For each DT EXPRESS Data Transfer Software license downloaded, Customer may install copies of the Software to operate on one computer or multiple computers and maintain one copy for backup or archival purposes at a single location at a Permitted Facility in the United States.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date firstabove written

Stryker Sales, LLC

Customer

By: _____

By: _____

Print Name: Jennifer N. Collins

Print Name: _____

Title: Manager, Contracts and Pricing

Title: _____

Date: _____

Date: _____



2022 CR2 with handle and Premium

Quote Number: 10520916

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308
Chicago, IL 60673-3308

Prepared For: BUSINESS TECHLGY SVCS
Attn: Dave Mangicaro
dmangicaro@pinellascounty.org
727-464-4035

Rep: Ruby Gouilleux
Email: ruby.gouilleux@stryker.com
Phone Number:

GPO: CUSTOMER CONTRACT

Quote Date: 12/28/2022

~~Expiration Date: 03/28/2023~~

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	BUSINESS TECHLGY SVCS	Name:	BUSINESS TECHLGY SVCS	Name:	BUSINESS TECHLGY SVCS
Account #:	1327423	Account #:	1327423	Account #:	1327423
Address:	400 S FORT HARRISON AVE RISK MANAGEMENT CLEARWATER Florida 33756-5113	Address:	400 S FORT HARRISON AVE RISK MANAGEMENT CLEARWATER Florida 33756-5113	Address:	400 S FORT HARRISON AVE CLEARWATER Florida 33756-5113

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99512-001264	LIFEPAK CR2 Defibrillator, Fully Automatic, WIFI, English, handle, 8 year warranty. Includes 1 PR QUIK-STEP electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	60	\$1,801.14	\$108,068.40
2.0	11250-000162	LIFEPAK CR2 Trainer - provides realistic training in the use of the LIFEPAK CR2 defibrillator, including sending email messages of product open/pads placed, English. Includes instructions.	2	\$680.40	\$1,360.80
Equipment Total:					\$109,429.20

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LPEXP-LPCR2	TRADE-IN-STRYKER LIFEPAK EXPRESS TOWARDS PURCHASE OF LIFEPAK CR2	60	-\$150.00	-\$9,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
3.0	78000419	LIFELINKcentral Premium, US 4Yr	101	\$551.70	\$55,721.70
ProCare Total:					\$55,721.70



2022 CR2 with handle and Premium

Quote Number: 10520916

Version: 1

Prepared For: BUSINESS TECHLGY SVCS

Attn: Dave Mangicaro
dmangicaro@pinellascounty.org
727-464-4035

GPO: CUSTOMER CONTRACT

Quote Date: 12/28/2022

Sales Order Price: 156,205.34

Remit to: **Stryker Medical**

P.O. Box 93308
Chicago, IL 60673-3308

Rep: Ruby Gouilleux

Email: ruby.gouilleux@stryker.com

Phone Number:

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$54.44
Grand Total:	\$156,205.34

Comments:

Contact your local Sales Representative for more information about our flexible payment options.

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

1. INSURANCE:

The recommended Proposer must provide a certificate of insurance and copies of endorsement(s) in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during the term of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond expiration of the Agreement. All insurance policies shall be from companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Proposer shall be permitted to comply with these insurance requirements through a program of self-insurance.

- a) Proposal submittals should include the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Proposer shall email certificate that is compliant with the insurance requirements to jjust@pinellascounty.org If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured with respect to Pinellas County's vicarious liability which occurs as a result of Proposer's performance under this Agreement. Blanket endorsements are acceptable.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the expiration of the Agreement, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Proposer or their agent prior to the expiration date.,
 - (1) Proposer shall also notify County within ten (10) days after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in required coverage received by said Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) exceeds \$50,000.

AGREEMENT

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during the term if its Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be included as an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If the entity's name that responded to the solicitation and/or is signing the agreement with the County is a subsidiary of the Named Insured, the entity's name shall also be evidenced on the Certificate of Insurance. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) Except with respect to any claim or loss that arise from the negligence or willful misconduct of County, the required policies (except for worker's compensation) shall be written on a primary, non-contributory basis.
- (6) Intentionally omitted.
- (7) The Workers' Compensation Insurance policy shall include a waiver of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s). Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Proposer shall be permitted to comply with these insurance requirements through a program of self-insurance.
- i) The insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond the term of this Agreement with a Completed Operations exposure, are as follows:

AGREEMENT

(1) Workers' Compensation Insurance

Limit	Florida Statutory
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Employers' Liability Limits

Per Employee	\$ 2,000,000
Per Employee Disease	\$ 2,000,000
Policy Limit Disease	\$ 2,000,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 5,000,000
Products/Completed Operations Aggregate	\$ 5,000,000
Personal Injury and Advertising Injury	\$ 2,000,000
General Aggregate	\$ 5,000,000

(3) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

AGREEMENT

EXHIBIT C - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

AGREEMENT**EXHIBIT D - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.