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Fourth Amendment to Master Price Agreement for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS

Product Line Addition

This Amendment to the Master Price Agreement is entered into this 12th day of August, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and ZOLL MEDICAL CORPORATION ("Vendor") based upon the sales and/or service of PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND PATIENT MONITORS.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement, numbered PS20200, on or about June 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 6, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 8, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add twenty-one products to the Defibrillator product category and add eleven products to the IPR product category in the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 2, 2021, to add the products to the price list in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line additions.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product additions:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

NEW ITEM OR PART #	OLD ITEM OR PART NUMBER.	CONTRACT CATEGORY	CATALOG/PRODUCT DESCRIPTION	UNIT PRICE OR LIST PRICE	CONTRACT PRICE OR NET PRICE	DISCOUNT
99-1A-Z	New item	Defibrillator	1 YEAR RESCUE READY ADVANCED RESPONSE PACKAGE	$ 439.00	$ 439.00	0%
99-1A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE WITH SERVICE FOR 1 YR. - IMMEDIATE SERVICE	$ 439.00	$ 439.00	0%
99-2A-Z	New item	Defibrillator	PLUSCARE 2 YEAR ADVANCED PACKAGE	$ 799.00	$ 799.00	0%
99-2A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE WITH SERVICE FOR 2 YR. - IMMEDIATE SERVICE	$ 799.00	$ 799.00	0%
99-4A-Z	New item	Defibrillator	PLUSCARE 4 YEAR ADVANCED PACKAGE	$ 1,349.00	$ 1,349.00	0%
99-4A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE WITH SERVICE FOR 4 YR. - IMMEDIATE SERVICE	$ 1,349.00	$ 1,349.00	0%
99C-1A-Z	New item	Defibrillator	1 YR RRS ADVANCED PACKAGE with ICPR - G5 with ICPR	$ 489.00	$ 489.00	0%
99C-1A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE FOR G5 ICPR WITH SERVICE FOR 1 YR. - IMMEDIATE SERVICE	$ 489.00	$ 489.00	0%
99C-2A-Z	New item	Defibrillator	PLUSCARE 2 YEAR ADVANCED PACKAGE FOR G5 ICPR	$ 875.00	$ 875.00	0%
99C-2A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE FOR G5 ICPR WITH SERVICE FOR 2 YR. - IMMEDIATE SERVICE	$ 875.00	$ 875.00	0%
99C-4A-Z	New item	Defibrillator	PLUSCARE 4 YEAR ADVANCED PACKAGE FOR G5 ICPR	$ 1,499.00	$ 1,499.00	0%
99C-4A30-Z	New item	Defibrillator	ADVANCED RESPONSE PACKAGE FOR G5 ICPR WITH SERVICE FOR 4 YR. - IMMEDIATE SERVICE	$ 1,499.00	$ 1,499.00	0%
99-1S-Z	New item	Defibrillator	1 YEAR RESCUE READY ESSENTIAL RESPONSE PACKAGE	$ 149.00	$ 149.00	0%
99-2S-Z	New item	Defibrillator	2 YEAR RESCUE READY ESSENTIAL RESPONSE PACKAGE	$ 269.00	$ 269.00	0%
99-4S-Z	New item	Defibrillator	4 YEAR RESCUE READY ESSENTIAL RESPONSE PACKAGE	$ 479.00	$ 479.00	0%
99-1P-Z	New item	Defibrillator	1 YEAR RESCUE READY PREFERRED RESPONSE PACKAGE	$ 249.00	$ 249.00	0%
99-2P-Z	New item	Defibrillator	PLUSCARE 2 YEAR PREFERRED PACKAGE	$ 449.00	$ 449.00	0%
99-4P-Z	New item	Defibrillator	PLUSCARE 4 YEAR PREFERRED PACKAGE	$ 799.00	$ 799.00	0%
8511-001101-01	New item	Defibrillator	SEMI-AUTOMATIC, ZOLL AED 3, PLUSRX, ENGLISH, AHA	$ 2,795.00	$ 1,750.00	37%
8511-001102-01	New item	Defibrillator	AUTOMATIC, ZOLL AED 3, PLUSRX, ENGLISH, AHA	$ 2,795.00	$ 1,750.00	37%
XCAAED008A	New item	Defibrillator	CARRY SLEEVE, POWERHEART G5	$ 62.00	$ 49.60	20%

12-0869-000		IPR	ResQCPR demo kit: includes ResQMAN demonstrator and ResQPOD ITD	$ 64.84	$ 61.60	5%
12-0935-000		IPR	Carrying case for the ResQCPR System components.	$ 64.89	$ 61.65	5%
12-2507-000		IPR	Training versions of one (1) ResQPUMP and two (2) ResQPODs, all intended for training ONLY and labeled "NOT FOR HUMAN USE". Sold as individual kits.	$ 751.64	$ 714.06	5%
12-0242-000		IPR	ResQPOD Impedance Threshold Device (ITD) that attaches to the airway during CPR to enhance negative pressure and increase perfusion. The ResQPOD ITD 10 is a disposable product (single patient use within 24-hours only).	$ 118.97	$ 113.02	5%
12-0586-000		IPR	Replacement suction cup for the ResQPUMP ACD-CPR device. This suction cup further increases blood return by re-expanding the chest with a lift force of up to 10 kg.	$ 43.26	$ 41.10	5%
12-0707-000		IPR	ResQGARD FM Kit	$ 63.81	$ 60.62	5%
12-0822-000		IPR	ResQPOD ITD 16 - Impedance Threshold Device (ITD) attaches to the airway during CPR to enhance negative pressure to increase perfusion; disposable; single patient use only; replacement component of the ResQCPR System.	$ 118.97	$ 113.02	5%
12-0823-000		IPR	ResQPUMP ACD-CPD Device - Allows the user to perform active compression decompression CVPR (ACD-CPR) with up to 10 kg lift; replacement component of the ResQCPR System.	$ 1,162.61	$ 1,104.48	5%
12-0825-000		IPR	ResQCPR System - Increases the likelihood of survival in adult, non-traumatic cardiac arrest; includes one (1) ResQPUMP ACD-CPR Device, and two (2) ResQPOD ITD 16's.	$ 1,400.54	$ 1,330.51	5%
12-2116-000		IPR	Manikit	$ 171.96	$ 163.36	5%
12-0242-030		IPR	RESQPOD ITD 10, MIL-SKU	$ 118.97	$ 113.02	5%

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 8, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date August 13, 2021 | 7:55 AM PDT

BY: Mike Cully
C3C5[illegible]743E...

ITS: Executive Director

ZOLL MEDICAL CORPORATION

DocuSigned by:
Kurt Sandstrom

Date August 13, 2021 | 6:01 AM PDT

BY: Kurt Sandstrom
C761[illegible]

ITS: VP of North American Sales

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Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/13/2021 7:55:16 AM ID: 170b9674-1628-453b-8176-035a7c643782	DocuSigned by: 38C546F8869143E... Signature Adoption: Uploaded Signature Image Using IP Address: 71.63.236.213 Signed using mobile	Sent: 8/13/2021 6:01:20 AM Viewed: 8/13/2021 7:55:16 AM Signed: 8/13/2021 7:55:30 AM

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