

## **Hospital Access Form**

THIS HOSPITAL ACCESS FORM ("Access Form") is made as of the date on which both parties have signed below (the "Effective Date") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021, accountsreceivable@zoll.com ("ZOLL") and [HOSPITAL NAME] (the "Hospital"). This Access Form will grant the ability for the Hospital to access data generated in connection with the ASP Services provided by ZOLL.

Hospital Name:
Address 1:
City,State,Zip:
Email for Notices:

ASP Services									
	License								
Item	Туре	Description	Qty	List Price	Disc	Adj. Price	Annual Fees	Monthly Fees	
-	HL	Hospital Access - emsCharts	1	Variable	100%	\$0.00	\$0.00	\$0.00	

TOTAL FEES: \$0.00

**Restriction.** Hospital, and its affiliated entities and users listed in Exhibit A of this Access Form, will access and use the ASP Services solely for the purpose of viewing patient care records for which Hospital has been identified as a receiving hospital with respect to the patients named in such records. Further, Hospital represents, warrants and covenants to ZOLL that Hospital has the legal right to view such records. ZOLL reserves the right to monitor such access and use the results of such monitoring for any lawful purpose.

Warranties. The ASP Services are provided "AS IS". ZOLL expressly disclaims all warranties with respect to the ASP Services, including any warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights. Hospital acknowledges that it has relied on no warranties and that no warranties are made herein by ZOLL or any of its representatives or suppliers with respect to the ASP Services.

Limitation on Liability. In no event will ZOLL or any of its representatives or suppliers be liable for any direct, indirect, consequential, exemplary, special, or incidental damages, including without limitation any lost data, lost profits and costs of procurement of substitute goods or services, arising from or relating to this Access Form, however caused and under any theory of liability (including negligence), even if ZOLL has been advised of the possibility of such damages.

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT <a href="https://www.zolldata.com/legal">https://www.zolldata.com/legal</a>, WHICH ARE INCORPORATED BY REFERENCE AND, BY SIGNING BELOW, HOSPITAL ACKNOWLEDGES TO HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original and all Products and Services ordered and provided under this Order will be subject to it

	YY 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/
ZOLL Data Systems, Inc.	Hospital Name:
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Date:	Date:



## EXHIBIT A

## **Registered User Designation**

Hospital, in accordance with the terms listed above in the Access Form hereby designates the following affiliated entities (each an "Affiliate") and their respective designated users (each a "Registered User") to access the ASP Services provided by ZOLL to its customers:

esignated users (each a	Registered User ) to access the ASP Services pro	ovided by ZOLL to its customers:
Affiliate Name:		
	USER NAME	EMAIL ADDRESS
	1	
_		
<i>:</i>	2	
Affiliate Name:		
	USER NAME	EMAIL ADDRESS
	1	
	2	
Affiliate Name:		
	USER NAME	EMAIL ADDRESS
	1	
-	2	
Affiliate Name:		
	USER NAME	EMAIL ADDRESS
	1	
	2	