

**FAIRFIELD TOWNSHIP**  
**RESOLUTION NO. 18-142**

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN A CONTRACT SERVICE AGREEMENT WITH ENCHARGE, FOR THE FIRE/EMS DEPARTMENT'S, REPORTING SYSTEM SOFTWARE.**

**WHEREAS:** Encharge will be a continuing provider for our Fire/EMS Reporting Software; and

**WHEREAS:** The contract with our current provider is being cancelled, and the Administrator requires approval to sign the new contract and move the process forward; and

**WHEREAS:** This will be paid with funds from the Fire/EMS (Fund No. 2111-220-599-1025 and 2281-230-599-1025);

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

**SECTION 1:** The Board hereby authorizes the Administrator to sign a contract service agreement with Encharge for the Fire/EMS Reporting System Software, at an estimated monthly cost of \$690.00, as set forth in the attached Exhibit "A".

**SECTION 2:** The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

**SECTION 3** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

**SECTION 4:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

**SECTION 5:** This resolution shall take effect at the earliest period allowed by law.

**Adopted:** September 19, 2018

**Board of Trustees**

Susan Berding:

Susan Berding

Shannon Hartkemeyer:

Shannon Hartkemeyer

Joe McAbee:

Joe McAbee

**Vote of Trustees**

Yes

Yes

Yes

**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 19th day of Sept, 2018.

**ATTEST:**

Shelly Schultz

Shelly Schultz, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**

L. E. Barbieri

Lawrence E. Barbieri, Township Law Director

## SERVICE AGREEMENT

This Service Agreement (this "**Agreement**") is entered into as of the Effective Date of November 1, 2018 by and between Emergency Networking, LLC, a Ohio limited liability company ("**Emergency Networking**"), and the customer who's name is set forth on the signature page hereof ("**Fairfield Township**"). This Agreement governs Customer's use of the cloud-based, electronic patient care reporting (ePCR) service known as "**ENcharge**") owned and provided by Emergency Networking for use in the EMS/first responder patient care market (the "**Service**"). The Service permits EMS/first responders to input, collect, store, share, report and otherwise use trip report and patient data entered by Customer or its representatives (all such data, "**Customer Data**") and generate documentation and reports for compliance, patient care and billing purposes. The Service is offered through an html-based Internet website (the "**Site**") as well as mobile application support.

1. Registration & Account Security. In order to use the Service, Customer must register an account with Emergency Networking. Customer represents that it has provided, and will provide, current, accurate and complete information (including information about Customer's users) in all account-related registration materials. Customer agrees to maintain the security of all user names, passwords and other log-in information relating to Customer's access to the Service and Customer's account. Customer agrees to promptly provide Emergency Networking with notice of any information necessary to keep Customer's account information accurate, current and complete. ANY PERSON WITH USER NAMES, PASSWORDS OR OTHER LOG-IN INFORMATION RELATING TO CUSTOMER'S ACCOUNT MAY BE ABLE TO ACCESS CUSTOMER DATA. CUSTOMER ASSUMES ALL RISKS OF UNAUTHORIZED ACCESS OF CUSTOMER'S ACCOUNT BASED ON SHARING OR LOSS OF SUCH USER NAMES, PASSWORDS AND LOG-IN INFORMATION. Customer agrees to promptly provide notice to Emergency Networking if Customer discovers or suspects any security breaches relating to the unauthorized use or disclosure of Customer's user name(s), password(s) or log-in information.

2. Proprietary Rights and Licenses.

2.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Emergency Networking and its licensors reserve all of its/their respective right, title and interest in and to the following (collectively, the "**Emergency Networking Property**"): (a) the Service, the Site, all components of the mobile application functionality, all other software, hardware, technology, documentation and information provided by Emergency Networking in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived or invented by Emergency Networking during the performance of the Service under this Agreement; and (c) all worldwide patent, copyright, trade secret, trademark or other intellectual property rights in and to the property described in subsections 2.1(a) and (b) hereof. Subject to the rights granted to Emergency Networking in Section 2.2, Customer owns and retains all right, title and interest in and to the Customer Data and all intellectual property rights therein.



2.2 License to Use Service. Subject to the terms of this Agreement, Emergency Networking hereby grants to Customer a non-exclusive, non-transferrable, worldwide license during the Service Term (defined herein) to access and use the Service solely for Customer's legitimate business purposes as contemplated by this Agreement..

2.3 License to Use Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Emergency Networking and its Affiliates a non-exclusive, worldwide, limited license during the Service Term to host, copy, transmit, display and use all Customer Data as necessary to provide the Service in accordance with this Agreement. Neither Emergency Networking nor its Affiliates acquire any right, title or interest from Customer under this Agreement in or to any Customer Data. As used herein, the term "**Affiliates**" means one or more providers of necessary services used by Emergency Networking, and made available to Customer for purposes of providing the Service. An example of an "Affiliate" for such purposes is the third party data hosting provider used by Emergency Networking for cloud-based data storage pertaining to Customer Data submitted by Customer when Customer uses the Service (currently, Amazon Web Services). Emergency Networking may, in its reasonable discretion, change Affiliate relationships during the Service Term.

2.4 Restrictions. Except as expressly permitted in this Agreement, Customer shall not directly or indirectly: (a) access, use, sell, distribute, sublicense, broadcast or commercially exploit any of the Emergency Networking Property or any rights under this Agreement; (b) introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (c) copy, modify or prepare derivative works based on Emergency Networking Property; (d) reverse engineer, decompile, disassemble or attempt to derive source code from any Emergency Networking Property; or (e) remove, obscure, or alter any intellectual property right or confidentiality notices appearing in or on any aspect of any Emergency Networking Property.

### 3. Fees.

3.1 Fees for Service. As consideration for the license to use the Service granted hereunder, Customer will pay all fees specified during the account registration process, on a recurring or other basis as established at such time, all as set forth in Exhibit A, attached hereto.

3.2 Invoicing and Payment. Emergency Networking bills recurring fees on a monthly basis, based on the number of first responder runs for which the Service is used. Volume discounts confirmed during the account sign-up process may apply. Invoiced charges are due net 30 days from invoice date. Customer is responsible for providing complete and accurate billing information to Emergency Networking and notifying Emergency Networking of any changes to such information.

3.3 Overdue Payments. If Emergency Networking does not receive an invoiced amount by the due date, then, without limiting Emergency Networking's rights or remedies, (a) such overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower,

and/or (b) Emergency Networking may condition future subscription renewals on payment terms and methods shorter than those specified herein, including pre-payment or payment by credit card or electronic transfer.

3.4 Suspension of Service. If any amount owed by Customer under this Agreement is 30 or more days overdue, Emergency Networking may, without limiting its rights and remedies, accelerate the entire unpaid fee obligations hereunder so that all of Customer's obligations become immediately due and payable, and suspend the Service to Customer until such amounts are paid in full. Emergency Networking shall provide Customer with at least 10 days prior notice that Customer's account is overdue before suspending the Service.

3.5 Taxes. Emergency Networking's fees do not include taxes, levies, duties or similar governmental assessments of any nature (including for example, sales, use, ad-valorem, value-added or withholding taxes). Customer is responsible for paying all taxes associated with Customer's use of the Service. If Emergency Networking has a legal obligation to pay or collect taxes for which Customer is responsible under applicable law, Emergency Networking will include such taxes in its invoices, and Customer will pay such taxes in addition to the fees for the Service, unless Customer provides Emergency Networking with a valid exemption certificate authorized by the appropriate taxing authority.

3.6 Archival Charge. Emergency Networking reserves the rate to charge a monthly amount equal to \$0.20 USD per gigabyte of stored Customer Data, at any time in which Emergency Networking determines in good faith, that such Customer Data exceeds ordinary and customary data hosting capacity. Customer may, upon receipt of notice of such determination by Emergency Networking, submit a written request to Emergency Networking to export or distribute archived Customer Data to the Customer, and Emergency Networking or its Affiliates will export or distribute archived Customer Data pursuant to such request. Archived Customer Data charges (if applicable) will be added to Customer's monthly invoice.

#### 4. Term and Termination.

4.1 Service Term. The term of this Agreement (the "**Service Term**") will commence when Customer registers for the account specified in Section 1 and will continue until terminated in accordance with this Agreement. The term of the subscription period for the Service will be specified in the account sign up materials. If no such term is specified, the term of the subscription period for the Service will be month-to-month. Service Term subscriptions will automatically renew for additional periods equal to the expiring subscription term, or for one month (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. Fees during any automatic renewal term will be the same as that during the immediately prior term unless Emergency Networking has provided Customer with notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

4.2 Termination. A party may terminate this Agreement for cause (a) upon 30 days notice to the other party of a material breach if such breach remains uncured at the expiration of such 30-day period; or (b) immediately if the other party becomes the subject of a petition in



bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3 Customer Data Portability and Deletion. Upon request made by Customer made within 30 days after the effective date of any termination of this Agreement or expiration of the Service Term, Emergency Networking and its Affiliates will make all Customer Data available to Customer for export or download as provided in Emergency Networking's hosting service provider's (currently, Amazon Web Services) terms and conditions. After such 30-day period, Emergency Networking will have no obligation to maintain or provide access to Customer Data, and Emergency Networking and its Affiliates will thereafter be permitted to delete or destroy all copies of Customer Data in its/their systems or otherwise in its/their possession or control as provided in the hosting service provider's terms and conditions, unless prohibited by applicable law.

5. Warranties and Limitations.

5.1 Representations. Each party hereby represents to the other that it has validly entered into this Agreement and has the legal power to do so, and that such party will comply with all applicable laws and regulations that may be in effect during the Service Term as they apply to such party's obligations under this Agreement. In addition, Customer represents to Emergency Networking that the Customer Data, and the lawful use thereof by Emergency Networking, does not, and will not, infringe, or constitute an infringement or misappropriation of, any intellectual property rights, privacy rights or other proprietary rights of any third party or breach the terms of any agreement with a third party.

5.2 Emergency Networking Warranties. Emergency Networking warrants that (a) this Agreement, any Affiliate(s)' terms and conditions and any account sign-up materials accurately describe the safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) Emergency Networking will not materially decrease overall security of the Service during the Service Term, (c) the Service will perform materially in accordance with this Agreement and any documentation provided to Customer on the Site or otherwise in the account sign-up materials, and (d) other than as required by Affiliate(s)' terms and conditions, Emergency Networking will not materially decrease the functionality of the Service during the Service Term.

5.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. Indemnification.

6.1 By Emergency Networking. Emergency Networking will defend Customer from and against any and all loss, damage, liability and expense arising from or relating to any claim

brought against Customer by a third party alleging that the use of the Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly gives Emergency Networking notice of such claim and complies with the procedures set forth in Section 6.3.

## 6.2 THIS SECTION REMOVED

6.3 Defense Procedure. For any indemnifiable claim described in this Section 6, at the indemnified party's election, upon notice to the indemnifying party, the indemnifying party shall, at its expense, defend any such claim, provided that, if any settlement requires any obligation of an indemnified party, then such settlement shall require the indemnified party's prior written consent. The indemnified party may assume exclusive control over the defense of any such claim at any time by not electing to have the indemnifying party assume responsibility for such defense or, if such election has been made, by giving notice to the indemnifying party of the indemnified party's resumption of exclusive control over such defense. If any compromise is made with respect to such claim, the indemnifying party shall pay all amounts in settlement of such claim.

7. Limitations on Liability. If Emergency Networking fails to perform its duties and obligations under this Agreement, and Customer can establish that as a direct result thereof, Customer has incurred any damages, liabilities, losses, fees, costs or expenses, then Emergency Networking's liability to Customer for actual damages for any cause whatsoever, during the Service Term, whether in contract, tort (including negligence), strict liability or otherwise, shall not exceed in the aggregate the fees that Customer has paid for the Service during the Service Term. IN NO EVENT SHALL EMERGENCY NETWORKING OR ITS OFFICERS, MANAGERS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE FOR ANY LOSS OF PROFIT OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES SUSTAINED OR INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH THE SERVICE, ANY ACTION ANY OF THEM TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS CUSTOMER SENDS TO EMERGENCY NETWORKING OR THE DELAY OR INABILITY TO USE ANY SERVICE, OR EMERGENCY NETWORKING'S OR ITS AFFILIATE(S)' REMOVAL, MODIFICATION, SUSPENSION OR DELETION OF ANY PART OF THE SERVICE PURSUANT TO ITS RIGHTS UNDER THIS AGREEMENT, IN ALL CASES, REGARDLESS OF THE FORM OF THE ACTION AND WHETHER SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND EVEN IF EMERGENCY NETWORKING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR AN ACTION FOR NON-PAYMENT BY EMERGENCY NETWORKING, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

## 8. Data.



8.1 Security. Emergency Networking and its Affiliates will use reasonable efforts to establish and maintain safeguards to protect the security and integrity of the Service and protect against the accidental or unauthorized use, alteration or disclosure of Customer Data. Except with Customer's consent or as otherwise permitted under this Agreement, Emergency Networking will not use the Customer Data other than to provide the Service. Emergency Networking will arrange for provision of hosting services for Customer Data which provide confidentiality procedures which are consistent with the Privacy Rule set forth in the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA). Hosting services provided by Amazon Web are subject to the HIPAA Compliance Guidelines found at: <https://aws.amazon.com/compliance/hipaa-compliance/>.

8.2 Backups. Emergency Networking and its Affiliates will use reasonable efforts to establish and maintain regularly-scheduled backups with respect to all Customer Data.

9. Miscellaneous.

9.1 Assignment. Customer may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining Emergency Networking's written consent, except that Customer may assign this Agreement without Emergency Networking's consent (i) to an affiliate (controlled by or under common control with, Customer); or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Customer's assets not involving a direct competitor of Emergency Networking; provided that Customer provides prompt written notice to Emergency Networking of such assignment. Any permitted assignment by Customer shall not modify the terms hereof, including without limitation, the specific geographic location applicable to the Service. Any attempt to assign Customer's rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

9.2 Notice. Except as otherwise provided in this Agreement, any notice to Customer that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon transmission when mailed by first class, registered or certified mail, postage prepaid or when sent by overnight courier service, to the address provided by Customer in the account sign-up provided to Emergency Networking in connection with entering into this Agreement or to such other address as provided in writing by Customer to Emergency Networking for such purposes. Except as otherwise provided in this Agreement, any notice to Emergency Networking that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when mailed by first class, registered or certified mail, postage prepaid or when sent by overnight courier service, such as Federal Express or equivalent, to: Emergency Networking, LLC, P.O. Box 14114, Columbus, Ohio 43214, Attn: Legal Notice.

9.3 Force Majeure. Due performance of any duty or obligation hereunder by Emergency Networking hereunder shall be excused if prevented by acts of God, information providers or other service providers, public enemy, war, terrorism, any accident, explosion, fire,

storm, earthquake, flood, strike, computer outage or virus, telecommunications failure or any other circumstance beyond or event Emergency Networking's reasonable control.

9.4 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, then the validity, legally or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, the parties waive any provisions of law that render any provision of this Agreement invalid, illegal or unenforceable in any respect.

9.5 Waiver or Consent. Any failure by either of the Parties to comply with any obligation, covenant, condition or agreement contained herein may be waived in writing by the party entitled to the benefits thereof, but such waiver or failure to insist on strict compliance with such obligation, covenant, condition or agreement shall not operate as a waiver of or estoppel with respect to any subsequent or other failure. To be effective, any consent by Emergency Networking must be in writing and signed by an authorized representative of Emergency Networking.

9.6 Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces all prior writings or oral negotiations or other understandings with respect thereto.

9.7 Independent Parties. Nothing in this Agreement shall be construed as creating a partnership, joint venture, fiduciary or agency relationship between the parties, or as authorizing either party to act as an agent for the other. The parties to this Agreement are independent parties.

9.8 Governing Law; Forum for Disputes. This Agreement and all terms and conditions included or incorporated by reference herein shall be governed by and interpreted in accordance with the laws of the State of Ohio applicable to agreements made and wholly performed therein. Customer hereby consents to the exclusive jurisdiction of the federal and state courts of competent jurisdiction located in Butler County, Ohio for the adjudication of any disputes arising out of or relating to this Agreement or Customer's access to or use of the Services. Customer hereby waives any objection to venue or inconvenient forum laid therein.

## 10. Maintenance and Support.

10.1. Maintenance. The following items define what is included as part of maintenance:

10.1.1 Included maintenance is defined as updates to either remedy software defects or provide enhancements to all ENCharge core and customized software. Emergency Networking reserves the right to update software at any time, however, will make efforts to notify Customer in advance of any maintenance.

10.1.2 Unless otherwise agreed upon in Exhibit A, excluded maintenance is defined as the following: (A) Custom coding requested by Customer. These requests will be documented and agreed upon prior to implementation which may result in



additional fees (one time or ongoing, depending upon the nature of the request) above and beyond the fees outlined in Exhibit A: Subscription Pricing; (B) Maintenance to and of external hardware and software solutions with which ENCharge may require to run on and or integrate with.

10.2. Support. This following items define what is included as part of support:

10.2.1 Included support is defined as 24 hour email and phone support. Support requests will be logged and Customer will be notified as to the status of the support request within 8 hours of receipt. In good faith, Emergency Networking will make its best effort to resolve issues in a timely manner depending upon the nature of the request.

10.2.2 Unless otherwise agreed upon in Exhibit A, excluded support is defined as on-site support or support of hardware and software solutions with which ENCharge may require to run on and or integrate with.

11. Attachments. The following attachments are an integral component of this agreement:

- **Exhibit A: Subscription Pricing**

## Exhibit A: Subscription Pricing



PO Box 141147  
COLUMBUS, OH 43234  
(614) 937-5593  
chris.schultheis@emergencynetworking.com  
www.emergencynetworking.com

### ESTIMATE

#### ADDRESS

Fairfield Township  
6048 Morris Road  
Hamilton, Ohio

ESTIMATE # 180040  
DATE SENT: 8/28/18  
ESTIMATE VALID UNTIL: 1-6-19

ACTIVITY	QTY	RATE*	YEAR 1	ESTIMATED ONGOING	ESTIMATED ONGOING ANNUAL
Exchange (Transports)	1,000	\$ 2.15	\$ 3,400.00	\$ 286.67	\$ 3,410.00
Exchange (Non-Transports)	700	\$ 1.00	\$ 700.00	\$ 58.33	\$ 700.00
This is an estimated monthly fee* which includes the following:					
Remote Service Storage of PCR's					
Hospital Filing Module					
Attachments & Signatures					
State of Ohio Exporting					
Web Reporting					
Fire Reporting	12	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00
Infire (NFIRS Software)					
Fire Inspection Software					
Training Software					
Hydram Software					
Integrations					
Computer Aided Dispatch (CAD), Monthly fee	12	\$ 75.00	\$ 600.00	\$ 50.00	\$ 600.00
Heart Monitor Integration, Monthly Fee	12	\$ 25.00	\$ 180.00	\$ 15.00	\$ 180.00
**These are optional add on features**					
Set Up Fee	1	\$ 1,500.00	\$ 1,500.00	\$	\$
This is a one time fee which includes the following:					
Setup of Web Application					
Support (Phone and web/email)					
Training (1 On site session)					
Training (2 Phone/web sessions)					
Software Maintenance & Enhancements					
<b>TOTAL:</b>				<b>\$ 7,620.00</b>	<b>\$ 6,120.00</b>

#### NOTES:

\* Monthly subscription fee is estimated based on volume projections, however, monthly billing will be based on actual number of calls logged within Exchange.





Emergency  
Networking



Emergency  
Networking

PO Box 147147  
COLUMBUS, OH 43214  
(614) 937-3494  
dino.schubert@emergencynetworking.com  
www.emergencynetworking.com

## ESTIMATE

### ADDRESS

Fairfield Township  
6054 Morris Road  
Hamilton, Ohio

ESTIMATE # 160342

DATE SENT: 8/28/18

ESTIMATE VALID UNTIL: 9/27/18

### ACTIVITY

QTY RATE\* YEAR 1 ESTIMATED ONGOING ESTIMATED ONGOING ANNUAL

Enhance (Transport) 1200 \$ 2.39 \$ 3,480.00 \$ 306.67 \$ 3,480.00

Enhance (Non-Transport) 300 \$ 0.90 \$ 630.00 \$ 52.50 \$ 630.00

This is an estimated monthly fee\* which includes the following:

Remote Service Storage of TCRs

Disposal Towing Module

Assignments & Signatures

Web Reporting

Size of Data Exporting

Fire Reporting 12 \$ 150.00 \$ 1,800.00 \$ 150.00 \$ 1,800.00

Extra (NETRS Software)

Fire Inspection Software

Training Software

Hydrant Software

### Integrations

Computer Aided Dispatch (CAD) - Monthly Fee 12 \$ 50.00 \$ 600.00 \$ 50.00 \$ 600.00

Alarm monitor integration - Monthly Fee 12 \$ 25.00 \$ 300.00 \$ 25.00 \$ 300.00

\*\*These are optional add-on features\*\*

### Set Up Fee

This is a one time fee which includes the following:

Setup of Web Application

Support (Phone and e-mail)

Training (1 Onsite session)

Training (2 Phone/web sessions)

Software Maintenance & Enhancements

TOTAL: \$ 8,390.00 \$ 574.17 \$ 6,890.00

### NOTES

\* Monthly subscription fee is estimated based on volume projections. However, monthly billing will be based on actual number of calls logged within Exchange



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Columbus, OH 43214  
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## ESTIMATE

### ADDRESS

Fairfield Township  
6048 Morris Road  
Hamilton, Ohio

ESTIMATE # 180049  
DATE SENT: 8/18/18  
ESTIMATE VALID UNTIL: 9/17/18

ACTIVITY	QTY	RATE*	YEAR 1	ESTIMATED ONGOING MONTHLY*	ESTIMATED ONGOING ANNUAL
Exchange (Transports)	1,600	\$ 2.75	\$ 4,400.00	\$ 366.67	\$ 4,400.00
Exchange (Non-Transports)	700	\$ 1.00	\$ 700.00	\$ 58.33	\$ 700.00
This is an estimated monthly fee* which includes the following: Remote Service Storage of PCR's Hospital Faxing Module Attachments & Signatures Web Reporting State of Ohio Reporting					
Fire Reporting	12	\$ 200.00	\$ 2,400.00	\$ 200.00	\$ 2,400.00
Infire (NIRS Software) Fire Inspection Software Training Software Hydrant Software Integrations					
Computer Aided Dispatch (CAD), Monthly Fee	12	\$ 75.00	\$ 900.00	\$ 75.00	\$ 900.00
Heart monitor integration, Monthly fee	12	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00
**These are optional add on features**					
Set Up Fee - One Time Fee	1	\$ 1,500.00	\$ 1,500.00	\$	\$
This is a one time fee which includes the following: Setup of Web Application Support (Phone and web/email) Training (1 On-site session) Training (2 Phone/web sessions) Software Maintenance & Enhancements					
TOTAL:			\$ 9,780.00	\$ 690.00	\$ 8,280.00

### NOTES:

\* Monthly subscription fee is estimated based on volume projections, however, monthly billing will be based on actual number of runs logged within Exchange.

[Signature Page Follows]





IN WITNESS WHEREOF, the parties have entered into this agreement effective as of the date first set forth above.

CUSTOMER:

\_\_\_\_\_  
[Customer Name]

By: \_\_\_\_\_  
[Authorized Signature]

Its: \_\_\_\_\_  
[Title]

EMERGENCY NETWORKING, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_