FIRST AMENDMENT TO
MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement Amendment (the "***First Amendment***") is made and entered into as of this December_____, 2024 (the "***Effective Date***") by and between **ESO Solutions, Inc.,** ("***ESO***"), collectively, with its wholly-owned Affiliates, including Logis Solutions Inc., and **Livingston County 911** ("***Customer***"), (each a "***Party***" and collectively the "***Parties***").

WHEREAS, ESO is in the business of providing software and associated services to businesses and municipalities, including Customer;

WHEREAS, Customer would like to amend its existing Master Subscription and License Agreement with ESO executed on October 12, 2021 (the "***Agreement***") to add Logis IDS and Logis Billing services; and

WHEREAS, ESO is willing to agree to said amendment further described below.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Customer and ESO mutually agree as follows:

1. **Modifications**. The Parties agree that the terms and conditions of this First Amendment modify the terms and conditions contained in the Agreement. All other terms and conditions remain the same. Taken together, this First Amendment (and its Exhibits) and the Agreement constitute the entire agreement between the Parties regarding the Logis IDS and Logis Billing services purchased. In the case of any conflicts between the Agreement and this First Amendment, the terms of this Amendment shall prevail.

   The opening paragraph of the Agreement is amended to read: "ESO Solutions, Inc., collectively, with its wholly-owned Affiliates, including Logis Solutions Inc."

2. **Software Schedule**. Customer desires, and ESO agrees, to modify the Agreement by adding the terms of this First Amendment to the Agreement. Exhibit B – Order Form applies to Logis IDS and Logis Billing Services. Exhibit A – Shared Cloud Services and Appendix 1 – Encounter Definition apply to Logis IDS.

3. **Counterparts; Execution.** This First Amendment and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this First Amendment and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" ("***.pdf***") or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this First Amendment and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this First Amendment (i.e. "***electronic signature***" through a process such as DocuSign®). In making proof of this First Amendment, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this First Amendment is sought.

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this First Amendment on behalf of the Party for which they sign and have executed this First Amendment on the Effective Date first written above.

ESO SOLUTIONS, INC.:   **LIVINGSTON COUNTY 911:**

_____   _____
[*Signature*]   [*Signature*]

_____   _____
[*Printed Name*]   [*Printed Name*]

_____   _____
[*Title*]   [*Title*]

_____   _____
[*Date*]   [*Date*]

EXHIBIT A
(Shared Cloud Services)

This Shared Cloud Services Exhibit (the "**Cloud Services Exhibit**") governs Customer's access to and use of the Cloud Services. The Cloud Services Exhibit, including any schedules attached hereto, is intended to be addended to, and forms an integral part of, the Master Services Agreement, including the Agreement, this First Amendment, and any applicable exhibits.

1. DEFINITIONS

1.1   **Definitions**. In addition to the terms defined elsewhere in this Cloud Services Exhibit, the following terms shall have the following meanings:

i.   "**Master Services Agreement**" means the Agreement and this First Amendment, including this Shared Cloud Services Exhibit, Appendix 1 – Encounter Definition, Exhibit B – Order Form, and any schedules hereto, as originally executed and as may be subsequently amended from time to time in accordance with the provisions hereof.

ii.   "**Affiliate(s)**" means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company.

iii.   "**Cloud Environment**" means the infrastructure used to provide hosting services, as described in Schedule 1, attached hereto.

iv.   "**Cloud Application**" means Logis' cloud-based software and modules hereof as defined under the Order Form.

v.   "**Fee(s)**" means all the applicable fees (e.g., service fees, implementation fees, and other fees) listed under the Order Form or under a separate pricelist, as amended from time to time.

vi.   "**Support Services**" means the maintenance and support services that Logis shall provide for the Cloud Services as set forth in Schedule 3, attached hereto.

vii.   "**User(s)**" means those employees, contractors, customers, and end users, as applicable, authorized by Customer or Customer's Affiliates, or on Customer behalf to use the Cloud Services in accordance with the Master Services Agreement.

2. CLOUD SERVICES

2.1   **Services**. Pursuant to the terms and conditions of this Master Services Agreement, Logis will, for the Term of the Master Services Agreement, provide Customer with access to the Cloud Application hosted in the Cloud Environment and provide the Support Services set forth in Schedule 3 (collectively, the "*Cloud Services*"), unless the Master Services Agreement is terminated or expires in accordance with the terms and conditions of Master Services Agreement.

2.2 **Third Party Terms**. Logis is using suppliers and licensors listed in Schedule 4 (List of Suppliers and Licensors) to support Logis' Cloud Services offering. The offering of the Cloud Services and access to the Cloud Services is conditional on Customer's acceptance to be bound by all of the terms listed in Schedule 5.

2.3 **Affiliates**. If agreed, Logis shall provide access to the Cloud Services to Affiliates of Customer as identified by Customer. Such access will be subject to the terms of this Master Services Agreement. Any act or omission by an Affiliate of Customer in connection with the Cloud Services will be deemed to be an act or omission of Customer. Nothing in this Master Services Agreement creates or confers any rights or other benefits that are enforceable by an Affiliate of Customer, except as otherwise agreed to under this Master Services Agreement.

2.4 **User Access**. Customer is responsible for identifying and authenticating all Users, including Customer's Affiliates' Users. This includes but is not limited to (a) approving access to the Cloud Services; (b) controlling against unauthorized access by Users; and (c) maintaining the confidentiality of usernames, passwords and account information. Logis is not responsible for any harm caused by Customer, Affiliates of Customer, and the Users of either Customer or Customer's Affiliates, including any individuals who were not authorized to have access to the Cloud Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis by Customer or Customer's Affiliates. Accordingly, Customer agrees to notify Logis immediately of any unauthorized use or access to the Cloud Services. Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Cloud Services.

3. RIGHTS AND RESTRICTIONS

3.1 **License**. Subject to Customer paying all Fees due to Logis, Logis hereby grants to Customer a non-exclusive, non-transferable and non-sublicensable, royalty free, revocable, limited right to access and use the Cloud Services for the Term of this Master Services Agreement. Customer may allow Affiliates of Customer and its Users to use the Cloud Services; *provided*, Customer are responsible for Customer's Affiliates and its Users compliance with this Master Services Agreement.

3.2 **Restriction**. The Cloud Services may only be used for its intended purpose and in accordance with the Master Services Agreement. Accordingly, Customer will not, and will not allow Users to (a) copy, modify, or create derivative works of the Cloud Services; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Cloud Services; (c) sell, resell, assign, sublicense, transfer, or distribute any or all of Cloud Services; or (d) access or use the Cloud Services; (i) in a manner intended to avoid incurring Fees, (ii) to circumvent the Cloud Services usage limits or quotas,

(iii) in a manner that breaches, or causes the breach of, export control laws, or (iv) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA Business Associate Agreement.

3.3 **No Grant**. Customer acknowledges and accepts that Customer does not acquire under this Master Services Agreement any right or license to use the Cloud Services, in excess of the scope and/or duration of the Cloud Services stated under this Master Services Agreement. Upon termination or expiration of this Master Services Agreement, Customers' and its Users' right to access and use the Cloud Services will terminate and all licenses will be revoked.

4. FEES AND SUSPENSION

4.1 **Fees**. All Fees payable to Logis are due within number of days stated in the invoice and are subject to the payment terms of the Agreement. The subscription term shall begin 15 calendar days after the Effective Date ("Term Anniversary Date"). In consideration of the rights granted hereunder, Customer agrees to pay Logis the Fees which are non-cancelable and non-refundable, except as expressly provided herein. All Fees are invoiced on or about the Effective Date. The Initial Term as it relates to Logic IDS and Logis Billing services shown on Exhibit B is 4 years. After the Initial Term, Recurring Fees as set out on the Order are due on the Term Anniversary Date. Customer shall pay all invoices within 30 days of receipt.

4.2 **Suspension**. If Logis becomes aware that Customer or Customer's Affiliates or any User's use of the Cloud Services violates the terms to use the Cloud Services under this Master Services Agreement, including any terms of payment, Logis will notify Customer and request that Customer correct the violation. If Customer fails to correct such violation within twenty-four (24) hours of Logis' request, then Logis may suspend all or part of Customer's and its Affiliates' access to and use of the Cloud Services.

4.3 **Other Suspension**. Notwithstanding Section 4.2, Logis or its suppliers and licensors may immediately suspend all or part of Customer's or its Affiliates' access to and use of the Cloud Services, if; (a) Logis reasonably believes Customer's or Customer's Affiliates or any User's use of the Cloud Services could adversely impact the Cloud Services, other customers' or their end users' use of the Cloud Services; (b) there is suspected unauthorized third-party access to the Cloud Services; or (c) Logis reasonably believes that immediate suspension is required to comply with any applicable law or regulation.

5. OWNERSHIP AND PROPRIETARY RIGHTS

5.1 **Definitions**.

i.   "**Customer Data**" means any data of Customer, Customer's customers, Customer's Affiliates, Users that Logis has access to under this Master Services Agreement, and any data information

or material that is provided, submitted and/or otherwise inputted by Users into the Cloud Services in the course of utilizing the Cloud Services.

ii. "**Intellectual Property Rights**" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law, regulations or rules in the United States.

5.2   **New IP**. Logis' retains the ownership of all right, title and interest in and to the Cloud Services, and related services and products hereof, and to any enhancement or development based on the Cloud Services or derived therefrom and to all Intellectual Property Rights therein or thereto or arising out of or related to the Cloud Services (collectively referred to as the "*New IP*"), and Customer shall acquire no rights therein or thereto and Customer agrees that if Customer acquires any Intellectual Property Rights in or relating to the Cloud Services, or related services and products hereof, by operation of law or otherwise, Customer hereby assign such rights to Logis. If Customer is not permitted by applicable law to assign any or part of the New IP to Logis, Customer hereby grants Logis a perpetual, irrevocable, exclusive (even as to Customer), worldwide, royalty-free, paid-up, sublicensable, and freely assignable license to such New IP.

5.3   **Pre-Existing IP**. Each Party shall retain such ownership or control of all Intellectual Property that such Party had prior to the Effective Date or that it developed outside the scope of this Master Services Agreement without the use of the other Party's Intellectual Property ("*Pre-Existing IP*"). To the extent Pre-Existing IP of Customer is contained in New IP, Customer hereby grants to Logis a worldwide, paid-up, royalty- free, sublicensable, freely assignable, irrevocable and perpetual license to use, distribute, copy, modify and prepare derivative works of that Pre-Existing IP in connection with Logis commercial use of the New IP.

5.4   **Customer Data**. Customer retains the ownership of all right to Customer Data, Customer hereby grants to Logis a non-exclusive, worldwide, non-sublicensable, non-assignable, revocable, royalty-free right to collect, use and process Customer Data solely for the purposes of providing the Cloud Services or related services hereof to Customer for the duration of this Master Services Agreement.

5.5   **De-identified Data**. Customer acknowledges and agrees that, notwithstanding any other provision herein, Logis may use De-identified Data for internal and external purposes (including benchmarking and research), provided that Logis will not sell de-identified data to third parties for

commercial use. Without limiting the foregoing, Logis will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

6. MISCELLANEOUS

6.1 **Schedules**. All schedules referred to in this Cloud Services Exhibit are incorporated in this Cloud Service Exhibit by reference and forms an integral part of the Master Services Agreement.

6.2 **Survival**. Any provision of this Cloud Services Exhibit which by its express terms or by its nature is intended to survive the expiration or termination of this Cloud Services Exhibit shall survive any such expiration or termination of this Cloud Services Exhibit, including the provisions relating to Section 3 (Rights and Restrictions), Section 5 (Ownership and Proprietary Rights), and Section 6 (Miscellaneous).

Schedule 1
(Cloud Environment)

Logis will provide a cloud infrastructure (the "***Cloud Environment***") to host the Cloud Application as described in this Schedule.

Environment and Access

Non-exclusive. The Cloud Environment is provided through Microsoft Azure and is a non-exclusive Cloud Environment and the Cloud Environment may be shared with other customers of Logis.

Suppliers and Licensors. Logis is using the suppliers and licensors listed in Schedule 4 (List of Suppliers and Licensors) to deliver and support the hosting environment used for the Cloud Environment and certain features to the Cloud Application. Logis may engage other suppliers and licensors to support and provide Cloud Services under this Master Services Agreement. Prior to engaging a new suppliers and licensors, Logis will provide Customer with sixty (60) days written notice. Logis hereby retains the right to perform itself, or retain third parties to perform, the delivery and services of the Cloud Environment or any of the Cloud Services.

Consent. Customer consents to Logis' use of suppliers and licensors to provide the Cloud Services and related services hereof, and Customer's consent shall hereby be deemed to be given.

Access. Customer will have access to the Cloud Application and Customer Data stored in the Cloud Application through the Cloud Environment's client.

Data Center; Transfer; Backup

Data Transfer. The Cloud Environment has implemented features allowing the Customer to transfer Customer Data out of the Cloud Services. If Customer decides to export any or all of the data, it will be at Customer's sole risk and responsibility.

Backup. The Cloud Environment has enabled a routine backup process, which is utilizing the Geo-redundant storage (with GRS or GZRS) principles in Microsoft Azure. The backup process is therefore using the two availability zones principles (separate locations), and as such, the data stored will be replicated to another physical location in the secondary region to protect against regional outages.

Data Center. The data center region in which the Cloud Environment will be hosted and provided in is the southern region of United States. Logis and its suppliers may perform certain aspects of the Cloud Services, such as service administration and support, as well as other services (including disaster recovery), from other locations and/or through use of other suppliers/licensors.

Schedule 2
(Security Measures)

Logis has implemented the security standards described in this Schedule 2 and will, at a minimum, maintain these security standards during the Term of the Master Services Agreement.

Security

Physical Control Access /Physical Security. Logis and its suppliers have implemented industry standard security steps designed to prevent unauthorized persons from gaining access to processing systems by maintaining industry standard physical security controls at which an information system that uses or houses Customer Data is located.

Logical/Data Access Control. Logis and its suppliers have implemented appropriate access controls designed to prevent processing systems from being used without proper authorization.

Data Transfer Control. Logis and its suppliers have enabled functions that aim to ensure, that, Customer Data cannot be read, copied, modified, or deleted without authorization during electronic transmission, transport, or storage and that the target entities for any transfer of Customer Data by means of data transmission facilities can be established and verified (data transfer control).

Network Security. Logis and its suppliers have implemented industry standard network security, such as: (a) firewalls, intrusion detection and prevention systems, (b) industry standard anti-virus and malware protection software to protect Customer Data from anticipated threats or hazards and protect against unauthorized access to or use, and (c) industry-standard encryption tools.

Business Continuity. Logis and the suppliers it uses have implemented appropriate back-up, disaster recovery and business resumption plans, business continuity plan and risk assessment, and review and test these plans regularly to ensure that they are up to date and effective.

Schedule 3
(Support Services)

Logis will maintain and support the Cloud Services to ensure connectivity and accessibility to the Cloud Services and other support services as described in this Schedule 3 (the "*Support Services*").

Service Availability

Service Availability Level. During the Term of the Master Services Agreement, the Cloud Services will be available to Customer at least 99.90% of the time in any calendar month (the "*Service Availability Level*"). The foregoing Service Availability Level does not include; (1) the time required to complete schedule maintenance by Logis, or (2) events falling under the Excluded Events. If Logis does not meet the Service Availability Level, Customer will be eligible to receive the Service Credits as described below. Customer's sole and exclusive remedy for any failure to meet the Service Availability Level will be the Service Credits, if any, that are awarded to Customer by Logis in accordance with this Schedule**.**

Excluded Events. The Customer is not entitled to any Service Credit, if Logis' failure to meet the Service Availability Level is caused by: (1) supplier's emergency maintenance or regular maintenance, Logis' emergency maintenance, or a suspension of the Cloud Services consistent with the terms of this Master Services Agreement; (2) unavailability, suspension or termination of the Cloud Services caused by factors beyond Logis' reasonable control or caused by software errors, flaws, glitches, vulnerabilities or caused by malware stemming from Customer Data or actions; (3) acts or omissions of Customer or Customer's Affiliates or Users, including Customer's failure to participate in any reasonable investigation or to approve necessary maintenance; (4) the failure of servers or services outside of suppliers on which the Cloud Services (including infrastructure) is dependent, including, but not limited to, inaccessibility on the internet that is not caused by Logis; (5) Customer's failure to meet the terms and conditions of the Master Services Agreement or any third party terms; (6) the time required to restore from backup, if applicable; (7) Customer's use of any resources with the Cloud Services that is not included on an Order Form; (8) a or any Force Majeure Events (collectively the "*Excluded Events*").

Service Credits. For the purpose of determining Service Credit availability, the Service Availability Level will be measured from the earliest of either: (i) Customer's submission of a service request identifying such downtime through Logis' support portal or if applicable by phone; or (ii) the detection of such downtime by Logis' monitoring tools.

Request of Service Credit. To be eligible for Service Credits, Customer must comply with the terms of this

Master Services Agreement and must submit a reasonably detailed written request for Service Credits to Logis within five (5) business days after the first day on which the events giving rise to the request first occurred. Logis will use reasonable efforts to respond to all such Service Credit requests within reasonable time.

Service Credit Determination. Logis shall take into account the Service Availability Level for the applicable month given rise to the potential request for Service Credit and any Excluded Events, schedule maintenance. Any determination, will be made in good faith by Logis and in its reasonable discretion based on Logis' records and data. Logis will apply Service Credits to the invoice for the month following the month in which a determination of Service Credit amount and eligibility is made. Notwithstanding anything to the contrary, Customer becomes ineligible for Service Credits, if Customer owes any Fees or is otherwise in violation of this Master Services Agreement.

Maximum Service Credit. The maximum combined amount of all Service Credits earned in a given month may not exceed the Fees for the Cloud Environment paid by the Customer in the applicable month given rise to such Service Credit. Customer is not entitled to and hereby acknowledge and waives any excess Service Credits that would be available, if not for this limitation and Service Credits do not rollover in any form, including from month to month.

Maintenance and Error Support

Maintenances. To ensure optimal performance of the Cloud Services, Logis performs periodic maintenance. This includes updating and installing any and all patches, enhancements, updates, corrections, upgrades and new versions of the Cloud Services that Logis makes generally commercially available, and will be part of the Cloud Services covered by the Fees for the maintenance services. In most situation, maintenance will have limited or no negative impact on the availability and functionality of the Cloud Services. However, if Logis expects a scheduled maintenance will have substantial impact on the availability or functionality, Logis will use commercially reasonable efforts to provide at least fourteen (14) days advance notice of the scheduled maintenance. The foregoing does not apply in urgent circumstances, where Logis or its suppliers acts to avoid abuse or to adhere to legal requirements or other critical situations.

Error Support. If the Customer wish to report any bugs, defects or errors (collectively "*Error(s)*") in the Cloud Services it must be done through the support portal made available by Logis. However, for any P1 Error or P2 Error Customer may contact Logis by phone as described below. In the event that Customer reports any Errors in the Cloud Services to Logis, Logis will use reasonable commercial efforts to respond to such reports as follows:

Priority	Description	Response Time
P1 Error (Critical)	P1 Error is any Error condition which makes the use or continued use of any one or more functions of the Cloud Services impossible or significantly impaired.	Within 15 minutes
P2 Error (Urgent)	P2 Error is, other than any P1 Error, any Error condition which makes the use or continued use of any one or more functions of the Cloud Services difficult and which cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.	Within 4 hours
P3 Error (Major impact)	P3 Error is, other than any P1 Error 1 or P2 Error, any Error condition which is not critical and which Customer can circumvent or avoid on a temporary basis.	Next business day
P4 Error (Minor impact)	P4 Error is, other than any P1 Error 1 or P2 Error or P3 Error, a minor Error condition which Customer circumvent or that may require a reasonable workaround to restore functionality.	5 business days
P5 Error (Scheduled Maintenance)	P5 Error is, other than any P1 Error 1 or P2 Error or P3 Error or P4 Error, any Error condition that does not impede the Cloud Services.	A scheduled time, at Logis' discretion.

Logis will maintain a log of Logis' employees who have performed Error support services and accessed Customer data.

The foregoing Error support, does not include Errors caused by Customer's control or influence, and which cannot be contributed to Errors caused by Logis' Cloud Services (a "*Customer Error*"). Customer may request Logis to assist in solving such Customer Error, and such support will be charged separately as an Additional Support service (as described below).

Additional Support. In addition to the support and maintenance services described above, Logis may provide

ad hoc support services or assist solving a Customer Error as requested from Customer from time to time. Such support will be charged separately by Logis or its Affiliates on a time and material basis, plus expenses approved by Customer, based on Logis' or its Affiliates' hourly rates in effect from time to time and based on all time spent, and subject to the terms and conditions of this Master Services Agreement.

Remote- Support. Customer agrees that Logis may support Customer remotely through monitoring, software or access logins and is not obligated to provide any on-site support.

Support Phone Hours for P1 Error and P2 Error: 206-426-9950

Contact Information Support: Telephone Number: 206-426-9950

Support Site: logis.zendesk.com

Schedule 4
(List of Suppliers and Licensors)

Suppliers and Licensors	
Name	Function
Microsoft	Azure hosting and support
Logicworks Corporation, Inc.	Support of the Cloud Environment
HERE Global B.V.	Map and navigation data support

Schedule 5
(Suppliers and Licensors Terms and Conditions)

To provide the Cloud Services to Customer, Logis is utilizing HERE Global B.V. ("**HERE**") as a service provider. In addition to the terms of the Master Services Agreement, the use of HERE's products and services is also subject to the terms and conditions set forth in this Schedule 5 and these terms (as defined below) forms an integral part of the Master Services Agreement.

Agreement to HERE's Terms

HERE's Terms. In connection with providing the Cloud Services to Customer, Logis is using HERE to provide map and navigation data support to the Cloud Application location and map function. Customer acknowledges and accepts that its use of HERE's products and resource is also governed by and subject to the following terms and conditions, as amended from time to time; https://legal.here.com/ (the "**HERE Terms**").

Customer's Responsibility. Customer shall contact Logis for all support related to the Cloud Services and shall not attempt to contact HERE directly. In the event Logis reasonably concludes that the Cloud Services are being used by Customer in contravention of any of the terms and provisions contained in the Master Services Agreement or the HERE Terms, Logis has the right to suspend the Cloud Services without liability within five (5) business days after giving written notice and a request to cure breach or contravention to the Customer.

HERE Maintenance. HERE may perform maintenance on HERE products or resources or its network at any time.

Acknowledgement. By signing this Master Services Agreement, Customer explicitly agrees to be bound by the HERE Terms and acknowledges that its use of HERE's products and/or resources is also subject to the HERE Terms, and Customer is solely responsible and liable for any act or omission of Customer, Customer's Affiliates, or Users that; (a) violates HERE Terms; (b) causes a suspension or termination of Customer's, Customer's Affiliates, or Users' access to the Cloud Services; (c) or violates any regulations, statutes, laws or guidance applicable.

Encounter

An encounter ("**Encounter**") is defined as any task that is registered in Logis Products where the status of the task has progressed enough to qualify the task as completed.

For Logis IDS

Overall Encounters are counted as the sum of:

Completed incidents where no Encounter is implied + All transports or single location Encounters where the resource arrived at scene/pickup location + All completed "On Spot" transports where there is no location.

As Logis IDS supports multiple different types of tasks in one integrated solution, the overall number of Encounters is the sum of the following:

- Incident: Any incident that is completed with a response plan. This also includes incidents that did not result in a resource response. If the incident implies one or more actual resource responses, each response is counted using the definitions below instead of the actual incident.

- On Spot task: A task that has no from and to location and can be completed at any location. Any On Spot task that has reached the status "completed" meaning that a patient or other party has been contacted will be considered an Encounter.

- Transport/Visit: A task that involves arriving at a location such as an emergency response or non-emergency booking or home visit. Arriving at the pickup location of any such task will be considered an Encounter.

- Future task types will follow the logic apparent in the above definitions and be added to the overall sum.

Example – Integrated Health: The phone is answered, and the caller is a patient that has a sick child. The call is triaged and ends with an outcome of a visit to the patient the following day. In this case the incident is not considered an Encounter, but the visit is an Encounter the next day should a resource arrive at the location.

Example – Repeat patient: A patient is transported from their home or other location to a dialysis facility every Monday, Wednesday and Friday. Each of those transports will be considered an Encounter from the time the resource arrives at their home address regardless if the patient was transported.

Example – Care plan: A patient is in a program where they need transportation to a facility every 2 weeks and a phone call every week to check up on the patient. Each of the transports and the phone calls (if created as on spot tasks) are considered Encounters.

Example – Emergency Fire Response: An incident for a domestic fire is created that involves sending an engine and a command vehicle. Each of the 2 responses will be considered Encounters after arriving at the location of the incident.

Example – Duplicate incident: An incident is cancelled and possibly merged to an existing incident before any response has arrived at the location. Nothing is counted as Encounters.

Example – Stage Away: A response is dispatched to a stage away and cancelled while waiting for scene secure. The unit never arrives at scene, and the response is not counted.

Example – Duplicate booking: A booking is dispatched to pick up a patient, but while *enroute* to the patient it is determined that the patient is already being picked up on another booking, and the current booking is cancelled prior to arriving at scene. Only the booking that results in arriving at the pickup location is counted as an Encounter.

Example – Mutual Aid: Two firetrucks and an ambulance is dispatched to a major incident, and another fire department is also dispatched with tracking of their resources. Each of the responses that arrives at the location will be considered Encounters. If the mutual aid provider is not tracked in Logis IDS, meaning a response is not created in Logis IDS for the mutual aid provider, the mutual aid response will not be considered an Encounter.

For Logis Inventory
Overall responses are counted as the sum of applications submitted for distribution of inventory.

For Logis Billing
Overall responses are counted as the sum of claims created in the billing solution. Where multiple claim versions exist, all versions of the same claim count only once combined towards the count.

For Logis ePCR
Overall responses are counted as the sum of ePCR records created. Where multiple ePCR versions exist, all versions of the same ePCR count only once combined towards the count.

Logis Dispatch-Hosted Model

Item	Encounters	List Price	Discounts	Total Price	Fee Type
Logis Dispatch	Up to 30,000	$ 56,995	$ (8,549.25)	$ 48,445.75	Recurring
Dynamic Deploy	Up to 30,000	$ 11,395	$ (1,709.25)	$ 9,685.75	Recurring
Portal-Operations	Up to 30,000	$ 5,795	$ (869.25)	$ 4,925.75	Recurring
ProQA Integration	Up to 30,000	$ 2,995	$ (449.25)		Recurring
CAD to CAD-Tellus Hub	Up to 30,000	$ 5,995	$ (899.25)		Recurring
Crew Scheduling Integration	Up to 30,000	$ 1,995	$ (299.25)	$ 1,695.75	Recurring
Health EMS ePCR Export	Up to 30,000	$ 1,995	$ (1,995.00)		Recurring
Total		$ 87,165	$ (12,775.50)	$ 64,753.00	Recurring

Note: Our pricing model is based on up to 30,000 CAD encounters.

Logis Dispatch-Training and Implementation

Item	Unit of Measure	List Price	Discounts	Price	Fee Type
Remote Training	5 Days	$ 4,975	$ (746.25)	$ 4,228.75	One-Time
Post Go-live Support	16 Hours	$ 4,000	$ (600.00)	$ 3,400.00	One-Time
Total		$ 8,975	$ (1,346.25)	$ 7,628.75	One-Time

Logis Billing-Hosted Model

ESO LOGIS Billing	Submitted Claims	List Price	Discounts	Total Price	Fee Type
Logis Billing	Up to 30,000	$ 60,665.00	$ (9,099.75)	$ 51,565.25	Recurring
ePCR Import	Up to 30,000	$ 2,995.00	$ (2,995.00)	$ -	Recurring
*Waystar Clearinghouse Integration	Up to 30,000	$ 3,065.00	$ (459.75)	$ 2,605.25	Recurring
*Solutions Group Integration	Up to 30,000	$ 1,590.00	$ (238.50)	$ 1,351.50	Recurring
Total (Hosted Model)		$ 68,315.00	$ (12,793.00)	$ 55,522.00	

*ESO Includes the integration only; direct costs from Clearinghouse and/or Solutions group are borne by Livingston County 911

Logis Billing-Training and Implementation

Item	Unit of Measure	List Price	Discounts	Price	Fee Type
Remote Training	3 Days	$ 3,585	$ (537.75)	$ 3,047.25	One-Time
Post Go-live Support	16 Hours	$ 4,000	$ (600.00)	$ 3,400.00	One-Time
Total		$ 7,585	$ (1,137.75)	$ 6,447.25	One-Time

Note: All recurring fees above are fixed for the first 4 years of this assuming annual Encounters and Submitted Claims numbers above are not exceeded and Livingston County 911 pays the One-Time Fees and all four years of Recurring Fees as invoiced per Section 4.1 in Exhibit A.