

ZOLL
11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021 U.S.

March 2, 2015

Re: Contract for Media Content

This letter of agreement (the "Agreement") between ZOLL Data Management Services, a Division of ZOLL Medical Corporation ("ZOLL") and Video/Cable Communications Office of West Allis ("West Allis") is to provide visual content of the West Allis Fire Department using ZOLL's EMS Mobile Health product within the department and the community. West Allis will be responsible for providing ZOLL with visual content consisting of, but not limited to, photographs and video clips that highlight the use of ZOLL's EMS Mobile Health product (the "Project"). ZOLL intends on using the recorded media as part of its own market outreach to Fire Departments and EMS Services to build awareness on its new mobile integrated healthcare product.

Upon successful completion of the photo and video shoot referenced below, with confirmation of such provided in writing by Mark Gambale, Senior Product Marketing Manager, ZOLL will pay three hundred dollar (\$300) to West Allis. ZOLL agrees to pay West Allis within 30 days of receipt of an invoice. Additionally, ZOLL will provide West Allis a copy of its content release form for subjects to sign. This release will allow ZOLL unrestricted use of the content for marketing purposes. West Allis agrees to perform a video and photo shoot within two (2) weeks of approving this Agreement. West Allis Video/Cable Communications Office agrees to provide recorded and released media within seven (7) days of the initial recording. This media will be shared with Mark Gambale via his Dropbox account folder: https://www.dropbox.com/sh/ee900l8rwa01ngl/AADmgJq4_YeozSYhv4IMBvo2a?dl=0

This Agreement releases ZOLL from all liability relating to injuries that may occur by West Allis employees or representatives during the Project. By signing this agreement, West Allis agrees to hold ZOLL entirely free from any liability, including financial responsibility for injuries incurred to West Allis employees, regardless of whether injuries are caused by negligence.

West Allis further confirms that employees and representatives have the requisite insurance policies in place for the Project.

All notices relating to this Agreement should be sent via electronic mail and first class mail to the designated contacts below.

Zoll agrees to indemnify West Allis and hold West Allis harmless from any claim related to intellectual property rights related to Zoll's use or reuse of the photos and videos provided to Zoll.

ZOLL Contact:

Mark Gambale, Senior Product Marketing Manager: _____

ZOLL

11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021 U.S.A.
303-801-1831
mgambale@zoll.com

West Allis Contact:

Jerry Musial: _____

Video/Cable Communications Coordinator
414-302-8350
jmusial@westalliswi.gov

Approved this _____ day of March, 2015

Scott Post
City Attorney