

**FOURTH ADDENDUM TO
MASTER SUBSCRIPTION AND LICENSE AGREEMENT**

This Master Subscription and License Agreement Addendum (the "**Addendum**") is made and entered into as of this 09/06/2023 (the "**Effective Date**") by and between **ESO Solutions, Inc.**, ("**ESO**"), and **Marion County** ("**Customer**"), (each a "**Party**" and collectively the "**Parties**").

WHEREAS, the Parties previously entered into that certain Master Subscription and License Agreement effective on or about September 18, 2018, as amended on or about December 3, 2019, as further amended on or about September 1, 2020, and as further amended on or about November 1, 2022 (the "**Agreement**") and intend to amend thereto;

NOW THEREFORE, for good and valuable consideration (including that provided herein), 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 Addendum modify the terms and conditions contained in the Agreement. All other terms and conditions remain the same. Taken together this Addendum and the Agreement (including Exhibits) constitute the entire agreement between the Parties regarding the Services purchased.
2. **Term.** Customer desires, and ESO agrees to renew the Term of the Agreement for the Software listed in Exhibit A of this Addendum for an additional period of one year, which will begin immediately upon expiration of the original term period. Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date of the Agreement.
3. **Counterparts; Execution.** This Addendum 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.

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

ESO:


[Signature]

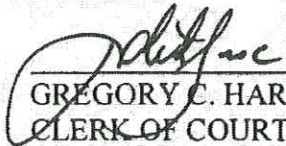
Robert Munden
[Printed Name]

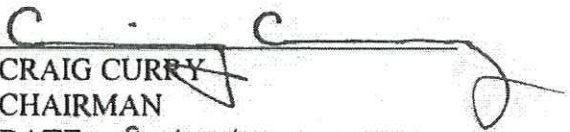
Chief Legal & Compliance Officer
[Title]

August 30, 2023
[Date]

MARION COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

ATTEST:


GREGORY C. HARRELL
CLERK OF COURT
DATE: September 6, 2023


CRAIG CURRY
CHAIRMAN
DATE: September 6, 2023

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: 9/6/23
18P-140 EMS Patient Care Software



MATTHEW G. MINTER
MARION COUNTY ATTORNEY

EXHIBIT A

SAAS SOFTWARE SCHEDULE

1. Customer hereby orders, and agrees to timely pay for, the following products according to the schedule below:

EHR					
Product	Volume	Price	Discount	Total	Fee Type
ESO EHR	130329 Incidents	\$143,564.80	(\$0.00)	\$143,564.80	Recurring
EHR Cardiac Monitor Integration	130329 Incidents	\$3,116.00	(\$0.00)	\$3,116.00	Recurring
EHR CAD Integration	130329 Incidents	\$5,406.75	(\$0.00)	\$5,406.75	Recurring
EHR Billing Interface	130329 Incidents	\$1,659.44	(\$0.00)	\$1,659.44	Recurring
Interface - ESO EHR FIREHOUSE	130329 Incidents	\$1,077.02	(\$1,077.02)	\$0.00	Recurring
Total Recurring Fees				\$	154,824.01
Total One-Time Fees				\$	0.00
Discounts				\$	(1,077.02)
TOTAL FEES				\$	153,746.99

Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

2. Unless indicated below, no Third-Party Payer is responsible for any products Fees.

3. All the Fees above will be invoiced by ESO as follows unless otherwise arranged with a Third-Party Payer:

3.1. Training and Training Travel Fees shall be invoiced on the Effective Date.

3.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.

3.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.