CONTRACT DATA SHEET

PSC Type (check one): _____ New ___X__ Renewal _____ Addendum

Contractor Information

1. Legal Name of Contractor: Priority Dispatch Corp
2. Address: 110 So Regent Street, #500
3. City/ State & Zip: Salt Lake City, UT 84111
4. Contact Person Name & Telephone Number: 800-363-912
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing:
8. Federal Tax ID # (SSN if sole proprietor): ██████████

Department Information

9. Requesting Department: EMA/MetroSafe
10. Contact Person Name & Telephone: Tonya Sangester, 572-3452

Contract Information

11. Not to exceed amount: $110,000
12. Are expenses reimbursed? no
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: July 1, 2015 – June 30, 2016
15. Coding:____ 1101- 365 -2790 -270900 -522431 and 1101-362- 2241- 224101- 522622
16. Funding Source _____General Funds_____ Federal Funds yes no
17. Scope & Purpose of the contract: To provide comprehensive dispatch system support for the ProQA software used by EMA/MetroSafe 911 center and provide re-certification training for Communication Specialists. Also, for the annual PSIAM license and maintenance and support.

Authorizations

_PVG___ The County Attorney has written the attached Professional Service Contract and has approved that document as to the legality of the instrument itself only and as to its form.

Department Director: _____ Date: 08/16/15
Signature certifies:

_____✓___Funds are available
_____✓___Contractor is registered and in good standing with the Revenue Commission
_____✓___Human Relations Commission registration requirements have been met
_____✓___Contractor's status regarding Federal Debarment has been verified per Metro
         Procurement Policy Section VII – Federally Funded Contracts & Agreements

_____✓___Risk Management Division of Finance - Certifies Insurance requirements satisfied:

Revised – Sept 2010

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. ** **Mayors Approval required for emergency purchases exceeding $10,000.**

X
_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

_____ 7/17/15
Requesting Department Director   Date

_____ Debbie Fox

_____ 7/28/15
OMB/Purchasing Approval   Date

_____
**Mayor   Date
**Signature is required only for Written Finding A*

Revised – July 2013

AGREEMENT

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF EMERGENCY MANAGEMENT AGENCY/METROSAFE**, herein referred to as **"METRO GOVERNMENT"**, and **PRIORITY DISPATCH CORPORATION,** with offices located at 139 East South Temple, Salt Lake City, Utah 84111, herein referred to as **"CONTRACTOR"**,

W I T N E S S E T H:

WHEREAS, the Metro Government wishes to purchase comprehensive dispatch system support of the ProQA software used by MetroSafe and employee training for same; and

WHEREAS, the Contractor has been determined by the Metro Government to be a sole source to provide that support,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I.   SCOPE OF SERVICES

A.   Contractor shall, at the request of the Metro Government, provide services under the terms of this Agreement. The Contractor's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B.   If from time to time Contractor needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Contractor shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

1

C. The services of Contractor shall include but not be limited to the following:

1. Those described on Attachment A attached hereto and fully incorporated herein.

2. The terms governing the use and maintenance of Contractor's licensed products (as described Attachment A) are set forth in the End User License Agreement attached hereto and fully incorporated as Attachment C,

II. **FEES AND COMPENSATION**

A. The Metro Government shall pay Contractor for services rendered pursuant to and as described in Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **ONE HUNDRED TEN THOUSAND DOLLARS ($110,000.00).**

B. Payment shall be made pursuant to the schedule in Attachment A.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

2

III. DURATION

A. This Agreement shall begin July 1, 2015 and shall continue through and including June 30, 2016. Upon mutual agreement, the parties may extend this agreement on an annual basis.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

IV. RECORDS-AUDIT

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time and at its expense, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and

3

all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

V.   **INSURANCE REQUIREMENTS**

Insurance coverage shall be required of Contractor in accordance with Attachment B attached hereto.

VI.   **HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

PDC agrees to indemnify and hold Louisville/Jefferson County Metro Government harmless including its elected officials, officers, agents and employees, from and against all claims, liabilities, or damages caused by a defect or malfunction in the functionality of the licensed software to the extent the defect or malfunction is caused by the licensed software. Louisville/Jefferson County Metro government understands the foregoing excludes any and all claims, liabilities, or damages related its use or reliance upon the protocols contained within the licensed software (i.e. MPDS). In addition, in the event a defect or malfunction occurs in the licensed software, Louisville/Jefferson County Metro Government acknowledges that they have been provided with manual cardsets, which contain the MPDS protocols and should be used as backup in the event of defect or malfunction

VII.   **REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of $600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

4

VIII.   GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Utah or the U.S. District Court for the state of Utah. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX.   AUTHORITY

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

X.   CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein;   or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning

5

prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII.   ENTIRE AGREEMENT

This Agreement, including the Attachments, constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto.   No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement.   This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto. In the event of a conflict between the terms of this Agreement, and the terms in any of the Attachments, this Agreement shall govern.

XIII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XV.   COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVI. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND COUNTY LEGALITY:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 9-15-15

LOUISVILLE/JEFFERSON
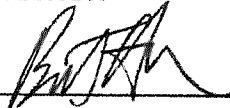
METRO GOVERNMENT

MARIAN SALMON, DIRECTOR
PURCHASING

Date: 9/21/15

EMERGENCY SERVICES

DEBBIE FOX
DIRECTOR

Date: 0921

PRIORITY DISPATCH
CORPORATION

By:

Title: Brent E. Hawkins, General Counsel

Date: September 21, 2015

Taxpayer Identification No.
(TIN):

Louisville/Jefferson County
Revenue Commission Account
No.:

Metro Safe - Contract (Sole Source) with Priority Dispatch Corporation Fiscal Year 2015-2016 072915 - [pr]

9

ATTACHMENT A

Maintenance Cost:

ProQA	27,901.25
AQUA	1,007.25
Cards Medical	1,170.00

1

Priority Dispatch Corp.
139 E. South Temple, 5th Floor
Salt Lake City, Utah 84111
United States of America
800-363-9127 ext. 114

Name		Date	
		By	
		Title	
Phone	Fax	Dept.	

	Qty	Description	Unit Price	TOTAL
Dispatch Software		ProQA Software Stations CAD NAE	3,300.00	-
		Med Software Stations CAD Back-up/Supervisor	1,500.00	-
		Fire Software Stations CAD NAE	3,100.00	-
		Fire Software Stations CAD Back-up/Supervisor	1,500.00	-
		Police Software Stations CAD NAE	4,900.00	-
		Police Software Stations CAD Back-up/Supervisor	1,500.00	-
		Faircom Server Software Application	2,500.00	-
AQUA		AQUA Quality Improvement/Case Review Software	1,900.00	-
		EMD Module	800.00	-
		EFD Module	600.00	-
		EPD Module	1,000.00	-
				-
Cards		MPDS Manual Dispatch Card Sets NAE	395.00	-
		MPDS Manual Dispatch Card Sets 2nd Language	595.00	-
		MPDS Quality Assurance Guides	45.00	-
		MPDS Field Responder Guides	10.00	-
		EFD Manual Dispatch Card Sets NAE	395.00	-
		EFD Manual Dispatch Card Sets 2nd Language	595.00	-
		EFD Quality Assurance Guides	45.00	-
		EFD Field Responder Guides	10.00	-
		EPD Manual Dispatch Card Sets NAE	495.00	-
		EPD Manual Dispatch Card Sets 2nd Language	595.00	-
		EPD Quality Assurance Guides	45.00	-
		EPD Field Responder Guides	10.00	-
		SEND Cards (Medical Miranda)	0.50	-
Training		EMD Protocol Training and Certification	295.00	-
		EMD Protocol Training and Certification (In-House price)	245.00	-
		EMD Protocol Training and Certification (ACE price)	195.00	-
		EMD-Q Quality Assurance Training and Certification (2 days)	500.00	-
		ProQA Software Training (+1500.00 per trip)	1,500.00	1,500.00
		AQUA Software Training (+1500.00 per trip)	1,500.00	1,500.00
		Development/Install days (+1500.00 per trip)	1,500.00	1,500.00
				-
				-
Support		Year 1 Annual AQUA Maintenance (ESP@15%)**	See attachment	-
		Year 1 Annual ProQA Maintenance (ESP@15%)**		-
		Year 1 Annual Card Set Maintenance (ESP@10%)**		-
				-
				-
		* Assumes training site with 2/1 PC training stations		-
		** ESP (Extended Service Plan) adds additional technical telephone support, free updates to current version, and additional discounts on new versions (editions).		
		All Amounts are in U.S. Dollars		

			Year 1 Total	

Signature				Shipping	0.00%	
Expires	180 Days	Delivery	Upon Request	Local Tax	0.00%	
				Total	$	-

ATTACHMENT B

INSURANCE REQUIREMENTS

I. INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

   A.   The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

   1.   "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

   B.   The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

   1.   **COMMERCIAL GENERAL LIABILITY,** via the Occurrence Form, with a **$1,000,000** Combined Single Limit for any one Occurrence and **$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:

   a.   Premises - Operations Coverage
   b.   Products and Completed Operations
   c.   Contractual Liability
   d.   Broad Form Property Damage
   e.   Independent Contractors Protective Liability
   f.   Personal Injury

   2.   The Contractor shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **$1,000,000** for each Wrongful Act. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work,

1

either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3.   **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - **$100,000** Each Accident/**$500,000** Disease - Policy Limit/**$100,000** Disease - Each Employee.

II.   ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

III.   MISCELLANEOUS

A.   The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government before the expiration date.

B.   Certificates of Insurance as required above shall be furnished, as called for to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

C.   The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement

D.   Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

2

ATTACHMENT C

End User License Agreement

1. Software means the Priority Dispatch System ("*PDS*") software and/or cards that you receive from PDC in connection with this Agreement and as further identified above, regardless of the medium on which it is stored. *Documentation* means the end user documentation that you receive from PDC for the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS and to the Documentation, which together comprise the *Licensed Product.* Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

2. A PDC Product. The Software and any and all copies thereof and derivatives therefrom are owned by PDC. You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled "Termination").

3. Stations, Licensed Stations, Number of Licensed Stations. "Stations" are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and control. "Licensed Stations" are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The "Number of Licensed Stations" is specified above and in your License Fee invoice from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. "Training Stations" are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center, and may not be used to take real or live calls. "Backup Stations" are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations, and cannot run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

4. License of Software. PDC grants to you a nonexclusive, non-transferable limited license (the "License") to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement, and runs thereafter for 99-years, unless terminated earlier, as provided in this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You must pay PDC the License Fee specified above and in your License Fee invoice from PDC when the License is purchased. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may copy Software as necessary to use Software on Licensed Stations or for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you may not: *(a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license.* Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Basic Service Plan. This Agreement includes and incorporates the accompanying Basic Service Plan ("BSP"). For 30-days, beginning on the date the Software under this License is delivered to you (and provided that you have accepted this Agreement and registered, using the Client Registration Form at the end of this Agreement), you are entitled to the maintenance, support, Updates and services offered by PDC through the BSP. This 30-day BSP is included in your Initial License Fee, and it may be extended to 365-days if you elect to prepay with your Initial License Fee, PDC's then-standard fee for such extension. Thereafter, if you desire to continue to receive maintenance, support, Updates, and services under this BSP, you must pay to PDC its then-current "Extended Maintenance Fee" for the Extended Service Plan ("ESP"). As

1

specified therein, the BSP is subject to revision by PDC upon 30 days advance notice by PDC to you. Thereafter, the revised BSP shall govern. Certain terms used in this Agreement are more fully defined in an Appendix of the BSP. PDC's obligations to maintain the Software and provide Updates, support or service are as specified, defined and limited in the BSP. To facilitate and expedite any time-sensitive contact that PDC may seek to make with its Licensees, you are required to specify on the Client Registration Form, a Designated Agency Contact Person, and to specify that person's title and e.mail address. Failure on your part to so register not only affects the availability of services under the BSP, but also would make you solely responsible for delays in your receiving potentially urgent and vital communications about your Licensed PDC Product and for any failure on your part to implement any such system improvements. See also, section entitled "Use of Software; Updates," below.

9. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

10. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the BSP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, BSP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

11. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: *(a) remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software.* The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid Maintenance Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

12. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated. See also, BSP section titled "Unsafe Practices."

13. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

14. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THE FUNCTIONALITY OF THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE PROTOCOLS CONTAINED IN THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA,. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE PDS.

15. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BSP AND THE PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDER THE HEADING "RESPONSIBILITY," AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

16. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

17. Termination. Either party may terminate this Agreement, based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

Governing Law is addressed in Metro's sole source contract.*19. Export Controls.* You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country in violation of any U.S. laws or regulations.

20. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

21. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

22. GOVERNMENT END USERS. A "U.S. GOVERNMENT END USER" SHALL MEAN ANY AGENCY OR ENTITY OF THE GOVERNMENT OF THE UNITED STATES. THE FOLLOWING SHALL APPLY IF LICENSEE IS A U.S. GOVERNMENT END USER. THE SOFTWARE IS A "COMMERCIAL ITEM," AS THAT TERM IS DEFINED IN 48 C.F.R. 2.101 (OCT. 1995), CONSISTING OF "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION," AS SUCH TERMS ARE USED IN 48 C.F.R. 12.212 (SEPT. 1995). CONSISTENT WITH 48 C.F.R. 12.212 AND 48 C.F.R. 227.7202-1 THROUGH 227.7202-4 (JUNE 1995), ALL U.S. GOVERNMENT END USERS ACQUIRE THE SOFTWARE WITH ONLY THOSE RIGHTS SET FORTH HEREIN. THE SOFTWARE (INCLUDING RELATED DOCUMENTATION) IS PROVIDED TO U.S. GOVERNMENT END USERS: (A) ONLY AS A COMMERCIAL END ITEM; AND (B) ONLY PURSUANT TO THIS AGREEMENT. WITH RESPECT TO END-USERS THAT ARE OF ANY OTHER GOVERNMENT, SIMILAR CONDITIONS ARE LIKEWISE AGREED UPON BETWEEN THE PARTIES, TO THE EFFECT THAT LICENSEE HEREBY ACKNOWLEDGES THAT THE SOFTWARE CONSTITUTES A PRE-EXISTING COMMERCIAL PRODUCT DEVELOPED AT PRIVATE EXPENSE AND PROVIDED TO LICENSEE ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT LICENSEE HAS NO RIGHTS NOT EXPLICITLY GRANTED BY PDC UNDER THIS AGREEMENT.

23. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

24. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

25. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party must be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party, except as disclosure of such information is required by the Kentucky Open Records Act, KRS 61.870.

Client Service & Product Support for Registered, Licensed Software Users

PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan ("BSP"). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan ("ESP," see Section 1, below). Any

3

maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the "Agreement") including, without limitation, the sections entitled "Disclaimer Of Other PDC Warranties," "Limitation On PDC Liability," "Allocation Of Risk" and "Disputes." To assure entitlement to PDC's maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.

1. Basic Service Plan/Extended Service Plan.

a. BSP: Basic Product Service and Client Support ("S&S") are available via telephone from PDC for up to 2-hours per Licensed Station during the first 30-days after the Software under this License is delivered to you (provided that you have accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in your Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled "Basic Service Plan."

b. ESP: Extended S&S provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S (1-hour per Licensed Station per year). It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.

c. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.

d. S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC's then-current fees for same.

e. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled "Updates & New Versions").

2. Updates & New Versions.
An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch ("I/NAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software:

a. *Updates* (see also, defined term "Update" in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their registration and BSP/ESP current as provided herein. Client shall, within 90 days of receipt of any Update from PDC, implement such Update. Client's failure to implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."

b. *New Versions* (see also, defined term "Version" in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement and BSP for the New Version. New licenses, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. While not obliged to up-grade to a New Version, users that continue to use prior versions after a New Version has been so offered to them by PDC are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the INAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version offered to you by PDC.

3. Responsibility.
Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing.
In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and

may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data.

5. *Expert System Disclosure*. This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care. This system cannot, under this license, ever be used by non-I/NAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. *Modification of Software, Cards, or PDS*. Other than as specifically provided in this BSP, you may not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This BSP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the I/NAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this BSP). Implementation of Updates, as provided in the section of this BSP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. *Derivative Products*. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. *Customization of Responses*. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used.

9. *Changing the PDS*. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this BSP titled "Accepted Process for PDS Modification." This is based on the following:

    a. Implementation and Familiarity with the PDS. The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 12 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

    b. Total Quality Management. A Quality Improvement and Management Program is prerequisite to the successful application of the PDS. Key elements should include:

      i.   As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.

      ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all material decisions by these committees and should be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee should be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.

5

iii. **CERTIFICATION**: It is required that all EDs utilizing the PDS be certified by the I/NAED and strongly recommended that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS may not be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.

iv. **CONTINUING DISPATCH EDUCATION ("CDE")**: All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by I/NAED.

v. *DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE*: It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy's Center of Excellence minimum performance requirements (available on the I/NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED's compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and should not be tolerated by managers and employers.

vi. **ACCREDITATION**: It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

10. *Accepted Process for PDS Modification.* In 1988, the I/NAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the I/NAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. *Unsafe Practices.* Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue S&S hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under a special "Omega" Software License from the I/NAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the I/NAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-I/NAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES.** The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety.

12. *International Dispatch Coding System.* The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is a part. As provided above, in the section of this BSP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

13. *Standard of Care and Practice.* Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current

6

Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. *Dedicated Legal and Consultative Support*. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have kept their Software and/or Cards up-to-date (per sections titled "Basic Service Plan/Extended Service Plan" and "Updates & New versions" of this BSP), and to their professional staff of EDs and ED instructors who have been trained, then certified through the I/NAED and maintained their I/NAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

15. *Appendix*. The following Appendix, entitled "A More Detailed Definition of Certain Key Terms Used in This Agreement," is made part of this BSP for additional information and clarification:

A More Detailed Definition of Certain Key Terms Used in This Agreement

"Academies" and/or *"Academy"* and/or *"I/NAED"*
The National Academies of Emergency Dispatch ("NAED"). Also known as the International Academies of Emergency Dispatch ("IAED").

"Agreement," "Client License Agreement," "CLA"
The Software License & Service Agreement between the Client and PDC. This is the Software License & Service Agreement, including its BSP, of which this Appendix is part.

"BSP" The Basic Service Plan:
This is the Client service and product support document and plan that is part of the Agreement for the licensed Software and that governs such service and support for such licensed Software. As provided in that part of the Agreement entitled "Basic Service Plan," the BSP in effect at the time the Initial License Fee was paid was attached to and made part of the Agreement.

"Cards"
The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term "Cards," but is further subject to the specific use limitations imposed therein. The defined term "Cards" shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"certification" and "recertification"
When used in this agreement, certification and recertification mean specifically by the I/NAED.

"Client," "Agency," "Licensee" and *"You"* or *"you"*
The licensee licensed to use the licensed Software under the Agreement. This is the licensee who enters into the Agreement with PDC.

"ED", Emergency Dispatch and/or Emergency Dispatcher.
These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD" and/or "EMD", respectively.

"ESP" The Extended Service Plan:
A BSP that has been extended pursuant to that part of the Agreement entitled "Extended Service Plan" becomes an ESP for the pre-paid period covered by any such ESP Fees paid by Client.

"PDS", Priority Dispatch System.
These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS" and/or "MPDS", respectively.

"Release"
A Release represents a minor collection of improvements, modifications, or changes to and of the PDS, Software, Cards or Documentation within and Update. Generally, Releases are unscheduled events, provided only upon request to currently registered licensees under BSP or ESP S&S plans with PDC.

"Service" and/or *"Support"* and/or *"S&S"*
Client service and support via the telephone. Basic and Extended S&S are available as specified under the section titled "Service Plan/Extended Service Plan" in the BSP.

"Software"

7

The software version of a PDS in the form of computer programs provided by PDC to Client under a CLA, regardless of storage medium in which such computer programs are stored or used. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation provided to Client with the Software. User rights to the Software are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Software for a particular PDS is available to licensed Software users from PDC for a fee, and may also, as appropriate, be included in the defined term "Software," but is further subject to the specific use limitations imposed therein. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"Update"
An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a Basic Service Plan or Extended Service Plan with PDC. See also the section titled "Updates & New Versions," in the BSP. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 11.2 would an Update from Release 11.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"
A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). See also the section titled "Updates & New Versions," in the BSP.

8