

CITY OF SUGAR LAND
CONTRACT FOR GENERAL SERVICES (MODIFIED)
\$100K to \$999,999.99
(Rev. 10-10-22)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:



Simón Cantarero

Date:

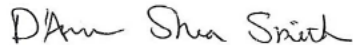
Date: Oct 26, 2022

Title:

Title: General Counsel

**Company: Priority Medical Consultants, Inc. D/B/A
Priority Dispatch Corp.**

APPROVED AS TO FORM:



II. General Information and Terms.

Contractor's Name and Address: Medical Priority Consultants, Inc. dba Priority Dispatch Corp.
110 South Regent Street, Suite 500
Salt Lake City, Utah 84111

Description of Services: Medical/Fire Priority Dispatch System ("MPDS/FPDS")

Maximum Contract Amount: \$237,702.00 (\$169,062.00/Implementation and Year 1 Maintenance + \$68,640.00 (\$17,160 x 4)/Years 2-5 Annual Maintenance)

Effective Date: On the latest of the dates signed by both parties.

Termination Date: Sixty (60) months from the Effective Date. This Contract does not automatically renew.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions

V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section II above plus any additional sums approved by change order. The Contractor will bill the City for the services provided annually, except for the final billing. The Contractor must bill or invoice the City within thirty (30) calendar days from the date of service and submit the final invoice no later than thirty (30) calendar days from the Contract termination or expiration date. The City is not responsible or liable for payment of any invoice submitted to the City more than sixty (60) calendar days after the date in which the services were rendered or for any work which is unsatisfactory to the City. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). The City will return all invoices containing errors to the Contractor with an explanation of the deficiency. The City will not pay the Contractor for any costs or expenditures that are not included in the scope of work or a change order under the Contract. If the City determines that the Contractor has been overpaid, the Contractor must refund the overpayment to the City within thirty (30) calendar days of the receipt of the notice from the City unless an alternate payment plan is specified by the City.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no

proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a “work made for hire,” as defined by federal copyright law. If the Work is not by law a “work made for hire,” the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

Notwithstanding the foregoing, the City acknowledges and agrees that the Services performed by Contractor may include modules, components, designs, software, programs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications owned or developed by Contractor and/or its affiliates prior to, and/or independently from, its engagement with the City (the “Contractor Materials”). Contractor retains all rights, title and interest in and to such Contractor Materials, and the same shall not be considered a “work made for hire” and shall not be assigned to or belong to the City; provided, however, that Contractor shall deliver to the City a perpetual, non-exclusive, fully paid-up, royalty-free, license to use, and to sublicense to other members of the City to use, such Contractor Materials in connection with the use of the Work and the Services for any internal business purpose of such member of the City. If the City wishes to disclose to third parties any Contractor Materials, the City must first obtain Contractor’s consent to such disclosure, which Contractor may withhold in its sole discretion. Provided, however, the City shall not be required to obtain Contractor’s consent for the disclosure of any Contractor Materials subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. (Tex. Civ. Prac. & Remedies Code § 130.0021 (a)).

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

S. Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 13). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and

- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

T. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 19). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

This verification requirement does not apply if this contract is with a sole-source provider or, if this a contract subject to competitive bidding, the City did not receive any bids from a company that is able to provide the written verification required.

U. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section

2274.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

- (1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
- (2) where the City knows that the company is:
 - (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
 - (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or
 - (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
 - (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

In signing this Contract, Contractor represents and acknowledges that it is not a foreign-owned company under Section 2274.0102 and that this is not a contract prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116).

V. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code, Public Information Act (the "Act")). The City is not required to notify or get approval from Contractor about requests for information made under the Act, unless required under the Act.

W. Records Retention. The City is subject to records retention requirements under Texas law. Any provision of the Contractor's attachment(s) that requires the City to destroy documents or give documents back to the Contractor or that otherwise conflicts with Texas law regarding retention of records is void.

IV. Additional Terms or Conditions.

A. Contractor will provide City with at least forty-eight (48) hours advance notice before it exercises any rights to inspect City's facilities and records to audit compliance with the Contract. At all times Contractor will be accompanied by a representative of the City. If access is needed to any sensitive or restricted areas, Contractor will comply with any City requirements for accessing such areas, including fingerprinting. Such fingerprinting shall be provided by the Sugar Land Police Department.

B. Section 15 of the Priority Dispatch System (“PDS”) End User License Agreement (EULA) attached hereto as Exhibit A-6, reading:

“15. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR 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 SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. 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 SOFTWARE OR IN THE PDS. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT PDC DOES NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL PDC HOLD ANY PARTY HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CONTAINED IN THE SOFTWARE,”

is hereby amended to read as follows:

“15. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR 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 ONE MILLION DOLLARS (\$1,000,000) OR THE MAXIMUM AMOUNT COVERED BY PDC’S INSURANCE, WHICHEVER IS GREATER. TO THE EXTENT PERMITTED BY LAW, PDC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, PDC SHALL NOT BE

LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. TO THE EXTENT PERMITTED BY LAW, PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND, TO THE EXTENT PERMITTED BY LAW, 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 SOFTWARE OR IN THE PDS. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT PDC DOES NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL PDC HOLD ANY PARTY HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CONTAINED IN THE SOFTWARE.”

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor’s Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. Medical Priority Consultants, Inc. dba Priority Dispatch Corp’s Priority Dispatch System Implementation Agreement, including Statement of Work (13 pages)
- A-3. House Bill 89 Verification (1 page)
- A-4. Senate Bill 13 Verification (1 page)
- A-5. Senate Bill 19 Verification (1 page)
- A-6. Priority Dispatch System (“PDS”) End User License Agreement (EULA) (11 pages)

Exhibit B. City’s Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (2 pages)

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Medical Priority Consultants Inc. dba Priority Dispatch Corp.
Salt Lake City, UT United States

Certificate Number:
2022-939968

Date Filed:
09/30/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Sugar Land

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CONTRACT FOR GENERAL SERVICES
Medical/Fire Priority Dispatch System Implementation and Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Clawson, Jeffrey J.	Salt Lake City, UT United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Simón Cantarero, and my date of birth is October 27, 1974.

My address is 110 S. Regent St. Suite 500, Salt Lake City, Utah, 84111, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Salt Lake County, State of Utah, on the 30th day of September, 2022.
(month) (year)

J. Simón Cantarero

Signature of authorized agent of contracting business entity
(Declarant)

2022-09-30 City of Sugar Land -Form 1295 Certificate- MFPDS Implementation & Maintenance

Final Audit Report

2022-09-30

Created:	2022-09-30
By:	Iman Haddad (iman.haddad@prioritydispatch.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6XU3rxIR4R5BGY27vuW0kVTFStJqw76n

"2022-09-30 City of Sugar Land -Form 1295 Certificate- MFPDS Implementation & Maintenance" History






-  Document created by Iman Haddad (iman.haddad@prioritydispatch.net)
2022-09-30 - 5:43:45 PM GMT
-  Document emailed to Simón Cantarero (simon.cantarero@prioritydispatch.net) for signature 2022-09-30
- 5:44:32 PM GMT
-  Email viewed by Simón Cantarero (simon.cantarero@prioritydispatch.net)
2022-09-30 - 6:12:24 PM GMT
-  Document e-signed by Simón Cantarero (simon.cantarero@prioritydispatch.net)
Signature Date: 2022-09-30 - 6:13:04 PM GMT - Time Source: server
-  Agreement completed.
2022-09-30 - 6:13:04 PM GMT

EXHIBIT A-2

Medical Priority Consultants, Inc. dba Priority Dispatch Corp's Priority Dispatch System
Implementation Agreement, including Statement of Work

(See Attached)

PRIORITY DISPATCH SYSTEM IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the “Agreement”) is made and entered by and between Medical Priority Consultants, Inc. dba Priority Dispatch Corp (“PDC”), a Utah corporation, and Sugar Land Public Safety Dispatch (“Customer”). PDC and Customer are collectively referred to herein as the “Parties” or individually as a “Party.”

BACKGROUND

- A. Customer desires to procure and provide an effective, efficient, and comprehensive emergency medical/fire dispatch system for its residents and transient population.
- B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC’s products and services, altogether the Medical/Fire Priority Dispatch System (“MPDS/FPDS”).

The Parties agree as follows:

1. **Pricing & Payment Terms.** Pricing details for the Medical/Fire Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the the quantity of products and services under this Agreement may result in an increase in Customer’s pricing, including annual support fees.
2. **Statement of Work.** The Parties will work together in good faith to develop a mutually acceptable Statement of Work for the implementation of the MPDS/FPDS. Once agreed upon, the Statement of Work shall attach to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the MPDS/FPDS, designed to assist Customer with meeting the International Academies of Emergency Dispatch (“IAED”) operational and performance requirements to become an Accredited Center of Excellence (“ACE”).
 - a. **Change in Statement of Work.** Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we’re also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The cancellation/change form can be found at https://forms.zohopublic.com/ivanwhitaker/form/ImplementationCourseSoftwareTrainingorTaskChangeRe/formperma/nvPtug7UHo5M79rHzr9tDW4UF0GxF5HNN1RG_4ukAmU
3. **License.** The use and maintenance of the MPDS/FPDS and other PDC licensed products are set forth in the applicable End User License Agreement (“EULA”).
4. **CAD Integration.** The Parties understand in the event a Computer Aided Dispatch system (“CAD”) is used by Customer, any costs relating to the integration of the MPDS/FPDS software (ProQA®) and Customer’s CAD system shall be the sole responsibility of Customer. The integration of Customer’s CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.
5. **Term & Termination.** This Agreement shall remain in effect for 5 (five) years. After 5 years the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. The Effective Date is the latter of the signature dates of the Parties below. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall automatically renew for subsequent terms of one year at the then current annual support prices, and thereafter may be

terminated as set forth below or by giving 90-days non renewal notice before the annual renewal date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

- a. **Termination after Initial Term.** Either Party may terminate this agreement by providing written notice to the other Party at least 90-days before the anniversary of the Effective Date. If written notice is not received by the non-terminating Party at least 90-days before the anniversary of the Effective Date, this Agreement will automatically renew for another year as set forth above.
 - b. **Termination for Cause.** Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.
 - c. **EULA.** This Agreement may be terminated for any reason set forth in the EULA.
 - d. **Effect of termination.** Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 days, all PDC's Confidential Information and intellectual property. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC within thirty (30) days.
6. **Relationship of the Parties.** The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.
7. **Confidentiality.** During the course of this Agreement, it may become necessary for Customer to handle or receive PDC's Confidential Information. Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement
8. **Intellectual Property.** Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivatives and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.
9. **Conflict of Interest.** During the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party's obligations under this Agreement.
10. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.
11. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.
12. **Assignment.** Customer shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of PDC.
13. **Attachments.** All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.

14. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.

15. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.

16. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Utah, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Salt Lake County in the State of Utah. Each Party hereby agrees to submit to the personal jurisdiction of these courts.

17. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

To PDC:

Priority Dispatch Corp.
110 South Regent Street, Suite 500
Salt Lake City, Utah 84111
Attention: Legal Department
Email: legaldepartment@prioritydispatch.net
Phone: 800.363.9127

To Customer:

Sugar Land Public Safety Dispatch
1200 Highway 6 south
Sugar Land, Texas 77478
Attention: Larry Hunter
Email: lhunter@sugarlandtx.gov
Phone: _____

18. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

The Parties have executed this Agreement by their duly authorized representatives as of the last date below.

PRIORITY DISPATCH CORP.

Sugar Land Public Safety Dispatch

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

SEE ATTACHED SALES QUOTE #61056

INITIAL MPDS/FPDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial MPDS/FPDS implementation and training are **\$169,062.00** (see attached Sales Quote #Q-61056). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

Payment Schedule: Please see attached Payment Schedule for the initial MPDS/FPDS Implementation.

CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-5)

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2:	\$17,160.00
Year 3:	\$17,160.00
Year 4:	\$17,160.00
Year 5:	\$17,160.00

Payment Schedule: Annual support fees will be billed yearly upon the anniversary of the Effective Date of this Agreement.

Payment Notes:

1. Customer will be billed on an annual basis.
2. All prices in USD
3. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
4. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
5. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
6. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Jon Noel
Phone: (800) 363-9127
Direct: 385-355-0435
Email: jon.noel@prioritydispatch.net

Agency: Sugar Land Public Safety Dispatch
Agency ID#: 24301
Quote #: Q-61056
Date: 11/21/2022
Offer Valid Through: 2/28/2023
Payment Terms: Net 30
Currency: USD

Bill To:
Sugar Land Public Safety Dispatch
1200 Highway 6 south
Sugar Land, Texas 77478
United States

Ship To:
Sugar Land Public Safety Dispatch
1200 Highway 6 south
Sugar Land, Texas 77478
United States

Product	Qty	Amount
ProQA Medical/Fire Software Licenses Automated calltaking software	6	USD 48,000.00
ProQA Medical/Fire Training Software Licenses Training, non-live calltaking software	1	USD 4,000.00
ProQA Medical/Fire Backup Software Licenses Offsite, backup location software	3	USD 4,800.00
AQUA Case Review Software for EMD/EFD Quality Assurance (case review) software base engine and discipline module	1	USD 3,900.00
XLerator Client Server Suite Client server software application suite	1	USD 4,500.00
Protocol Tablet for EMD/EFD Protocol Training Tablet	6	USD 3,540.00
FPDS Quality Assurance Guide - Digital Quality Assurance Guide for training and case review only	2	USD 90.00
MPDS Quality Assurance Guide - Digital Quality Assurance Guide for training and case review only	2	USD 90.00
Implementation Support Package for EMD/EFD Implementation support and quality management program development	1	USD 45,000.00
Equip QA for EMD Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management. Up to 78 cases per month.	1	USD 9,360.00
Equip QA for EFD Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management. Up to 67 calls per month.	1	USD 8,040.00
Protocol Training and Certification for EMD/EFD Materials, tuition and certification	30	USD 21,900.00

Product	Qty	Amount
Remote ProQA Software Training - M/F Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	30	USD 5,970.00
College of Emergency Dispatch Annual Subscription Online access to the College of Emergency Dispatch for 12 months	30	USD 2,670.00
ED-Q Training and Certification for EMD Materials, tuition and certification (2 days, 16 hours)	3	USD 1,650.00
ED-Q Training and Certification for EFD Materials, tuition and certification (2 days, 16 hours)	3	USD 1,650.00
Remote AQUA Software Training - MF Per person cost for eight hours of AQUA software training completed in a virtual, instructor-led environment	3	USD 597.00
Remote System Administration Training Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment	2	USD 398.00
Remote ProQA & AQUA Reports Training Per person cost for four hours of training for administrators, managers and supervisors on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	3	USD 447.00
IAED Accreditation Application Fee EMD IAED fee for accreditation	1	USD 2,250.00
IAED Accreditation Application Fee EFD IAED fee for accreditation	1	USD 2,250.00
Priority Dispatch System ESP (P) M/F System License Renewal, Service & Support	6	USD 15,840.00
ProQA Training License ESP (B) M/F License Renewal, Service & Support	1	USD 600.00
ProQA Backup License ESP (B) M/F License Renewal, Service & Support	3	USD 720.00
ACE Discount Incentive for achieving ACE in a reasonable timeframe	1	USD -4,500.00
Multi-Discipline Discount Discount for purchasing and implementing multiple PDS disciplines	1	USD -14,700.00
Implementation and Year 1 Maintenance TOTAL:		USD 169,062.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M/F System License Renewal, Service & Support	6	USD 15,840.00
ProQA Training License ESP (B) M/F License Renewal, Service & Support	1	USD 600.00
ProQA Backup License ESP (B) M/F License Renewal, Service & Support	3	USD 720.00
Year 2 Annual Maintenance TOTAL:		USD 17,160.00

"To lead the creation of meaningful change in public safety and health."

Product	Qty	Amount
Priority Dispatch System ESP (P) M/F System License Renewal, Service & Support	6	USD 15,840.00
ProQA Training License ESP (B) M/F License Renewal, Service & Support	1	USD 600.00
ProQA Backup License ESP (B) M/F License Renewal, Service & Support	3	USD 720.00
Year 3 Annual Maintenance TOTAL:		USD 17,160.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M/F System License Renewal, Service & Support	6	USD 15,840.00
ProQA Training License ESP (B) M/F License Renewal, Service & Support	1	USD 600.00
ProQA Backup License ESP (B) M/F License Renewal, Service & Support	3	USD 720.00
Year 4 Annual Maintenance TOTAL:		USD 17,160.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M/F System License Renewal, Service & Support	6	USD 15,840.00
ProQA Training License ESP (B) M/F License Renewal, Service & Support	1	USD 600.00
ProQA Backup License ESP (B) M/F License Renewal, Service & Support	3	USD 720.00
Year 5 Annual Maintenance TOTAL:		USD 17,160.00

Subtotal	USD 237,702.00
Estimated Tax	
Total	USD 237,702.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

"To lead the creation of meaningful change in public safety and health."

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

Attachment B
Statement of Work



STATEMENT OF WORK

PHASE	EXPLANATION OF PHASE
Initial Assessment	Implementation Pre-Planning – Conference Call
Phase 1	Organization Set-up and Quality Improvement Unit (QIU) Activities
Phase 2	Training
Phase 3	Software Installation and Configuration
Phase 4	System Implementation
Phase 5	Quality Assurance Phase: 30 days post on-line
Phase 6	Quality Improvement Phase: 90 days post on-line
Phase 7	Accreditation
Phase 8	Ongoing support

DELIVERY AND IMPLEMENTATION OF THE MPDS, PROQA, & AQUA

Delivery and Implementation of the MPDS

The purpose of this Implementation and Detailed Schedule is to provide an overview of the proper steps that will be taken to ensure the successful implementation of, and ongoing support of the MPDS. This plan will also assist your agency in meeting all the standards necessary for accreditation by the IAED as an Accredited Center of Excellence (ACE). To accomplish this, PDC will assist in implementing a self-sustaining quality improvement and risk management system that will ensure a continuous, safe and effective emergency dispatch operation both now and in the future.

Statement of Work: Implementation of the MPDS

INITIAL ASSESSMENT (IMPLEMENTATION PRE-PLANNING CONFERENCE CALL)

The initial step in the implementation process will be a conference call involving the communications center director and any other senior management team members deemed appropriate by the director, the involved PDC Regional Account Manager, and the PDC consultant detailed to be the Project Manager for the implementation. The purpose of the conference call will be an initial introduction of all involved parties and to set a start date for the implementation.

The next step, through the use of our Consulting Questionnaire and Consulting Evaluation processes, PDC Project Managers will obtain information about the communications center, key management officials and positions, the current emergency dispatch methodology, services provided, unit allocation and configuration, response times, management practices, quality improvement/assurance and risk management programs as they relate to the emergency dispatch function.

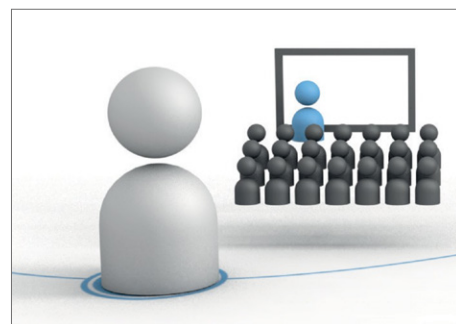
Other information obtained will include local and regional issues of concern, as well as demographic and statistical data. Information will be gathered primarily through the use of survey documents where possible. These documents should be completed and returned to the PDC Project Manager for review. PDC's assessment focus is directed towards training needs and quality improvement/assurance issues, the communication center dispatch policies, practices and procedures, and a comprehensive systems approach to emergency services dispatch evaluation. PDC may elect to perform an on-site visit to gather or help facilitate the gathering of information.

PHASE 1 Organization Set-up and Quality Improvement Unit (QIU) Activities

- Leadership/Implementation Course. PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EMD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.
- Steering and MDRC meeting. PDC staff will assist in the development of the implementation process by supporting the managers of the agency.
- Combined Steering and Medical Dispatch Review Committee (MDRC) meeting. PDC staff will provide guidance and support in the creation and first meeting of the Steering and MDRC committee. PDC will provide generic policies and procedures for review and revision to aid in administration of the Steering
- Committee, MDRC and Quality Improvement Unit (QIU), as well as the appropriate use of the MPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.
- Technical Evaluation. A PDC technical specialist will meet with your IT staff to lay out a plan of action, review system requirements for PDC software, discuss software options to prepare for installation, identify and verify all dispatch and training workstations, and discuss Computer-Aided Dispatch (CAD) interface parameters. Typical participants in the Technical Evaluation include system administrators, IT staff, in-house CAD staff, and dispatch center management.

PHASE 2 Training

- Project Manager training. PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.
- Certification and Software training split into two categories. PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. IAED Certified instructors will provide training and certification courses to all calltakers, dispatchers and supervisors. Emergency Dispatch — Quality (ED-Q) instructors will provide certification training to all QA/QI personnel. A PDC software specialist will set-up, install and train all dispatch personnel on the use of the EMD ProQA software as well as ED-Q personnel in the use of AQUA case review software. Software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of training sessions over a suitable amount of days.



PHASE 3 Software Installation and Configuration

- ProQA, AQUA, and XLERATOR database management Software. PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLERATOR Software.
- CAD Interface Testing. The CAD Interface will also be tested for proper functionality.

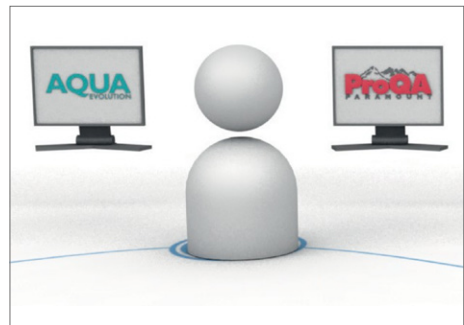


PHASE 4 System Implementation

- EMD orientation to Quality Improvement Unit (QIU), Quality Manager (QM) activities and performance monitoring. PDC staff (or an appropriately qualified (EMD-Q) instructor), will provide an EMD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. Emergency Medical Dispatch-Quality (EMD-Q) training will require a projector for the instructor and a class room suitable for all EMD-Q attendees.
- Initiate use of the MPDS On-line Training. PDC staff will provide on-site supervision and on-line training of communication staff during implementation of MPDS.

PHASE 5 Quality Assurance Phase (30 days post on-line)

- Ongoing MDRC support. PDC staff will provide ongoing support for MDRC activities through direct attendance of separate or joint MDRC and Steering Committee meetings.
- QA Review of Agency Calls. PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.
- Review and calibrate QA system data. PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.
- Developmental support of Continuing Dispatch Education (CDE) program. PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics. PDC will provide examples and curriculum outlines.
- Field orientation and distribution of Field Responder Guides (FRG) (in appropriate markets). PDC staff will provide a brief (30 minutes) tutorial on the principles of the MPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.
- SEND (Secondary Emergency Notification of Dispatch) Orientation (in appropriate markets). PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD.
- Public education. PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.



- Ongoing master case review of the QIU case reviewers and recommendations for performance improvement. PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

PHASE 6 Quality Improvement Phase (90 days post on-line)

- Response configuration modification support. PDC staff will assist the system Medical Director in making changes to response configurations after compliance to protocol has reached appropriate levels.
- System impact evaluation. Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.
- Supplemental Visit (1-day increment). In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

PHASE 7 Accreditation

- Master review of case review processes prior to accreditation. PDC staff will provide ongoing “master case review” of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.
- Accreditation submission support. PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.

For more information, see “Accreditation of Excellence” and “20 Points of Accreditation Excellence” located in Tabs 4.5 and 4.5.

PHASE 8 Ongoing support

- IT, Consulting and or CDE onsite days. PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, Continuing education requirements as per the client to maintain high MPDS protocol performance and compliance.



EXHIBIT A-3

House Bill 89 Verification

(See Attached)

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

J. Simón Cantarero

I, _____, the undersigned representative of
(Person name)

Medical Priority Consultants, Inc. d/b/a Priority Dispatch Corp.

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Oct 24, 2022

DATE

General Counsel

POSITION / TITLE

J. Simón Cantarero

SIGNATURE OF COMPANY REPRESENTATIVE

HB-89 - Verification

Final Audit Report

2022-10-24

Created:	2022-10-24
By:	Iman Haddad (iman.haddad@prioritydispatch.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7spcRqq9G9r0TovXMDk90yDdy_5Et6Aa

"HB-89 - Verification" History






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2022-10-24 - 3:12:36 PM GMT
-  Document emailed to Simón Cantarero (simon.cantarero@prioritydispatch.net) for signature 2022-10-24
- 3:14:18 PM GMT
-  Email viewed by Simón Cantarero (simon.cantarero@prioritydispatch.net)
2022-10-24 - 5:55:48 PM GMT
-  Document e-signed by Simón Cantarero (simon.cantarero@prioritydispatch.net)
Signature Date: 2022-10-24 - 5:56:04 PM GMT - Time Source: server
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2022-10-24 - 5:56:04 PM GMT

EXHIBIT A-4

Senate Bill 13 Verification

(See Attached)

STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, Simón Cantarero, representative of the undersigned

Medical Priority Consultants, Inc. d/b/a Priority Dispatch Corp. ,

(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott energy companies currently; and
4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

Oct 24, 2022

DATE

General Counsel

POSITION / TITLE

J. Simón Cantarero

SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

SB-13 (STATE OF TEXAS SENATE BILL 13 VERIFICATION) Form

Final Audit Report

2022-10-24

Created:	2022-10-24
By:	Iman Haddad (iman.haddad@prioritydispatch.net)
Status:	Signed
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"SB-13 (STATE OF TEXAS SENATE BILL 13 VERIFICATION) Form" History






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- 6:34:09 PM GMT
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2022-10-24 - 7:35:54 PM GMT
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EXHIBIT A-5

Senate Bill 19 Verification

(See Attached)

STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, Simón Cantarero, representative of the undersigned (Person name)

Medical Priority Consultants, Inc. d/b/a Priority Dispatch Corp.,

(Company or Business name)

hereafter referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named Company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

Pursuant to Section 2274.001, Texas Government Code:

1. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
2. “Discriminate against a firearm entity or firearm trade association” (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
3. “Firearm entity” means:
 - (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
4. “Firearm trade association” means any person, corporation, unincorporated association, federation, business league, or business organization that:
 - (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

- (B) has two or more firearm entities as members; and
- (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

October 24th, 2022

DATE

General Counsel

POSITION / TITLE

J. Simón Cantarero

SIGNATURE OF COMPANY REPRESENTATIVE

FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL

SB-19 (STATE OF TEXAS SENATE BILL 19 VERIFICATION) Form

Final Audit Report

2022-10-24

Created:	2022-10-24
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"SB-19 (STATE OF TEXAS SENATE BILL 19 VERIFICATION) Form" History



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Adobe Acrobat Sign

EXHIBIT A-6

Priority Dispatch System (“PDS”) End User License Agreement (EULA)

(See Attached)

PRIORITY DISPATCH SYSTEM (“PDS”)

End-User License Agreement (EULA)

Electronic-Acceptance Software License & Service Agreement

**PLEASE READ CAREFULLY THE ACCOMPANYING TERMS AND
CONDITIONS OF THIS LICENSE & SERVICE AGREEMENT
BEFORE PROCEEDING TO INSTALL THE SOFTWARE
OR USE THE SERVICES PROVIDED WITH AND SUBJECT TO THIS AGREEMENT.**

***INSTALLING OR USING ANY OF THE SOFTWARE OR SERVICES
CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.***

**IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY
RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION OR
CEASE USING THE SERVICES WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF,
FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR
THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE**

ELECTRONIC-ACCEPTANCE:

The person accepting this Agreement for the Client represents

(1) that they are duly authorized to do so for and on behalf of the Client; and

(2) that the Client understands and agrees to be bound by the terms and conditions of this Agreement.

1. *Software* means the Priority Dispatch System (“PDS”) software, content, and manual flip cards that you receive from PDC in connection with this Agreement and as further identified in Customer’s invoice or quote from PDC, regardless of the medium on which it is stored. Documentation means any and all manuals, instructions and other documents and materials that PDC provides or makes available to Customer in any form or medium in relation to 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 (including its content) and any and all copies thereof and derivatives therefrom are owned by PDC or its Licensor(s) (altogether “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/or 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 in your License Fee invoice or quote 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 shall not 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 Customer 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. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You shall pay PDC the License Fee specified in your invoice from PDC when the License is purchased, and the ESP fee annually thereafter. 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 only copy Software 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 shall 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, publicly display, adapt, 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. Cloud Services.

a. Cloud Services. PDC may make the Software or certain other products, or services purchased by Customer from PDC (collectively, "**Cloud Services**") and made available to Customer online or through another hosted environment pursuant to a purchase order or other agreement between PDC and Customer.

b. Access and Use.

(i) *Provision of Access.* Subject to the terms and conditions of this EULA, PDC hereby grants Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the term (the "**Term**") set out in the applicable agreement between Customer and PDC (the "**Customer Agreement**") solely for Customer's internal business operations by Authorized Users in accordance with the terms and conditions herein. PDC shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services. "**Authorized User**" means Customer and Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this EULA and any underlying agreement between Customer and PDC.

(ii) *Documentation License.* Subject to the terms and conditions contained in this Agreement, PDC hereby grants Customer a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use PDC's user manuals, handbooks, guides relating to the Cloud Services provided by PDC to Customer either electronically or in hard copy form, and end-user documentation relating to the Cloud Services during the Term solely for Customer's internal business purposes in connection with use of the Cloud Services.

(iii) *Use Restrictions.* Customer shall not, and shall not permit any Authorized Users to, use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this EULA or the applicable Customer Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(iv) *Aggregated Statistics.* Notwithstanding anything to the contrary in this Agreement, PDC may monitor Customer's use of the Cloud Services and collect, compile, use, and analyze data and information related to Customer's use of the Cloud Services to be used by PDC in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("**Aggregated Statistics**"). As between PDC and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PDC. You acknowledge that PDC may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that PDC may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(v) *Reservation of Rights.* PDC reserves all rights not expressly granted to Customer in this EULA or the applicable Customer Agreement. Except for the limited rights and licenses expressly granted under this Agreement or the applicable Customer

Agreement nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing (the “PDC IP”). For the avoidance of doubt, PDC IP includes Aggregated Statistics and any information, data, or other content derived from PDC's monitoring of Customer's access to or use of the Cloud Services but does not include Customer Data. “Customer Data” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

(vi) *Suspension*. Notwithstanding anything to the contrary in this Agreement, PDC may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) PDC reasonably determines that (A) there is a threat or attack on any of the PDC IP; (B) Customer's or any other Authorized User's use of the PDC IP disrupts or poses a security risk to the PDC IP or to any other customer or vendor of PDC; (C) Customer or any other Authorized User is using the PDC IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PDC's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of PDC has suspended or terminated PDC's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a “Service Suspension”). PDC shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. PDC shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. PDC will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

c. Customer Responsibilities.

(i) *Account Use*. Customer is responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

(ii) *Customer Data*. Customer hereby grants to PDC a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for PDC to provide the Cloud Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(iii) *Passwords and Access Credentials*. Customer is responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. Customer will not sell or transfer them to any other person or entity. Customer will promptly notify us about any unauthorized access to your passwords or access credentials.

(iv) *Third-Party Products*. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to Customer for acceptance within the Cloud Services by website link or otherwise. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install, access, or use such Third-Party Products.

d. Intellectual Property Ownership; Feedback. As between the Parties, (a) PDC owns all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. If Customer or any of its employees, contractors, or agents sends or transmits any communications or materials to PDC by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), PDC is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to PDC on its behalf, and shall cause Customer's employees, contractors, and agents to assign, all right, title, and interest in, and PDC is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PDC is not required to use any Feedback.

(i) Limited Warranty and Warranty Disclaimer. PDC warrants that it provides Cloud Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY TO, AND PDC STRICTLY DISCLAIMS, ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(ii) Customer Warranty. Customer warrants that it owns all right, title, and interest, including all intellectual property rights, in and to Customer Data.

(iii) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SUBPART (i) ABOVE THE CLOUD SERVICES ARE PROVIDED “AS IS” AND PDC SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PDC MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD

SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

9. Extended Service Plan. This Agreement includes and incorporates the accompanying Extended Service Plan (ESP) agreement as set forth below.

10. 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 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 based on net corporate income.

11. 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 ESP). 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 IAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, ESP 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."

12. 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 the License Fee and any prepaid ESP Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

13. 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.

14. 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.

15. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR 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 SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER

COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. 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 SOFTWARE OR IN THE PDS. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT PDC DOES NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL PDC HOLD ANY PARTY HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CONTAINED IN THE SOFTWARE.

16. 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 ESP, 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.

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

18. Termination. Either party may terminate this Agreement as set forth elsewhere herein or 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, subject to the decommission process below. No later than 15 days from any termination of the Agreement, you must 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 or destroyed, 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.

(a) Decommission Process. Decommissioning of the PDS can be very extensive. Customer must contact PDC at least 90 days before Customer plans to use an alternative dispatch product. At that point, PDC shall provide Customer with more detailed information regarding the decommission process. Part of the Decommission process will involve collecting all PDC intellectual Property and exporting PDS data in a format that will give Customer access to historical records. In order to successfully decommission the PDS, Customer understands that PDC will come on site at their location and Customer must provide a dedicated person (generally an I.T. person) to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products, intellectual property, or materials found shall be immediately forwarded to PDC.

19. Disputes.

(a) United States. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the conflict of law's provisions thereof. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Venue for all disputes arising out of or relating to this Agreement shall lie exclusively with the state and federal courts sitting in Salt Lake County, Utah, and Customer hereby consents and waives any objection to the jurisdiction of such courts for such disputes and waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to it at the address listed in the Quote. The Party that prevails in any claim or any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable costs and expenses associated with the prevailing claim, litigation or dispute, including, without limitation, attorneys' fees.

(b) Outside of United States. If Customer is located outside the United States of America (including territories), this Agreement shall be construed in accordance with the laws of the State of Utah, United States of America. Any dispute or difference of any kind whatsoever arising out of or in connection with this Agreement, including any questions in connection with the existence, construction, interpretation, validity, termination, or implementation of this Agreement, shall be referred to and finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. The arbitration shall occur in the United States of America. The arbitration tribunal shall be composed of three (3) arbitrators. The Parties each hereto shall be entitled to appoint one (1) arbitrator and the third arbitrator shall be selected by the other two arbitrators. The place of arbitration shall be in the United States of America, and the arbitrators shall apply the law of the State of Utah, United States of America to all issues in the dispute. The language to be used in any arbitration proceedings shall be English. Any award made by the arbitration tribunal shall be final and binding on the Parties and shall be enforceable in any country which is a signatory to the 1958 New York Convention. No arbitration of any dispute or difference shall commence unless the Parties have attempted in good faith to settle the same amicably within sixty (60) days after the date of a written notice of arbitration by one Party hereto to the other Party, which notice shall describe generally the nature of the dispute. The costs of arbitration shall be borne by the losing Party. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees. When any dispute occurs and when any dispute is under arbitration except for the matters under dispute, the Parties shall continue to fulfill their respective obligations (and shall be entitled to exercise their rights) under this Agreement.

20. Export Controls. You warrant and certify the Software will not be exported, re-exported, or otherwise made available by you to any country, entity, or individual in violation of any U.S. laws or regulations.

21. 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.

22. 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.

23. 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 Customer has no rights not explicitly granted by PDC under this Agreement.

24. 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.

25. Entire Agreement. This EULA *(a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations, and warranties relating to the subject matter of this Agreement; and (c) shall only be amended, cancelled, or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective and non-binding.

26. 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.

27. 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 shall 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.

Extended Service Plan (“ESP”)

1. Extended Service Plans.

- a. **Silver ESP:** Includes 24x7x365 technical support and Updates to the Software within the current version.
- b. **Gold ESP:** Includes everything in the Silver package plus Upgrades to the Software and an annual subscription to the Continuing Dispatch Education Series/Advancement Series.
- c. **Platinum ESP:** Includes everything in the Gold package plus updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Card sets, and a number of annual site visits. Site visits can be IT, CDE, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).
- d. **NEMA or EMA** (National Enterprise Maintenance Agreement or Enterprise Maintenance Agreement). NEMA or EMA is available for countries, provinces, states, or organizations with multiple call-taking and dispatch centers. Please speak to your PDC representative for more information.
- e. **ESP Miscellaneous.**
 - i. Client must register as described in Section 2 below.
 - ii. The annual ESP fees must be fully paid in advance. The ESP period is for one year and is renewed annually upon continued use of the Licensed Products.
 - iii. All Licensed Products must have the same ESP.
 - iv. PDC may modify and replace this ESP from time to time and any prior ESP is superseded. The new ESP then becomes the current ESP and is part of this EULA.
 - v. PDC reserves the right to terminate this Agreement if You are not current on your financial obligations to PDC.
- f. **Customer Obligations:**
 - i. Customer’s hardware and operating systems must meet the minimum system requirements provided by PDC.
 - ii. Customer is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Software.

- iii. Customer shall ensure availability of its own technical support personnel so PDC can fulfill its service obligations.
- iv. When reporting a problem to PDC's technical support, Customer shall provide a complete problem description, along with all necessary documents and information that is available to the Customer and required by PDC to diagnose and resolve the problem. Customer agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support.
- v. Customer shall carry out any instructions on troubleshooting or circumvention as provided by PDC.
- vi. Customer is solely responsible for ensuring the compatibility of non-PDC products with PDC products.
- vii. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. PDC shall not be liable for any lost data.
- viii. Customer shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.
- ix. As necessary, Customer will permit PDC with remote access to its systems to provide any required or necessary support.
- x. If Customer fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Customer's failure(s) at PDC's currently stated hourly rates.
- xi. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the Customer's CAD system or CRM, or the like, software shall be the responsibility of the Customer. The integration of PDC's Licensed Products and Customer's CAD system must be inspected, tested, and certified by PDC before taking live calls.

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 Academies of Emergency Dispatch ("IAED"); 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. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at https://support.prioritydispatch.net/int_notification.php. You acknowledge that failure to register may result in You not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

- a. **Updates** 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 online Software notification registration and ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the EULA, 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** 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, unless it is part of your ESP plan. In the event New Versions are part of your ESP plan, the New Version shall be governed by PDC's then-current license Agreement. If New Version are not part of your ESP plan, then the New Version 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.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. Customers that continue to use prior versions after a New Version has been released 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 IAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version after it has been released.

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. Additionally, by sharing data with PDC, you allow PDC to share the data with the IAED for the purpose of improving and advancing dispatching.

5. Expert System Disclosure. This expert system is designed for use by Emergency Dispatchers or call-takers (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. This system cannot, under this license, ever be used by non-IAED-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 ESP, you shall 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 ESP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the IAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this ESP). Implementation of Updates, as provided in the section of this ESP 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 this EULA, 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. Additionally, the IAED allows the designated local law enforcement administrator, or their designee, to edit current Critical EPD Information (CEI) text to better address locally defined performance expectations. Adding CEI text shall preserve the intent of the original CEI and vary only by providing more specific instructions for actions EPD's should take. CEI text shall meet or exceed the standard of practice in law enforcement and neither PDC nor the IAED bears any responsibility or liability for CEI text used and relied upon.

a. **Documentation.** The approval and customizations above are generally finalized and documented through Dispatch Review Committee and Dispatch Steering meetings. It is your responsibility to ensure sign off signatures and authorizations are obtained on record in writing, and that all ED personnel are training in their proper use.

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 ESP 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 13 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 required. Key elements shall 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 IAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual IAED Dispatch Center accreditation.
- ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees shall be established to set policy and review performance of ED operations with the PDS. The ED Director must participate in all material decisions by these

committees and must be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee must be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.

- iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the IAED and strongly recommended that all system administrators, managers, and supervisors be certified in the IAED 1-day National Executive Certification Course. The PDS shall not under any circumstances 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 IAED.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is required 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 according to the IAED’s Center of Excellence minimum performance requirements, which are available on its website. EDs not complying must 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 shall not be tolerated by managers and employers. In the interest of public safety, the protocol must be followed.
- vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the IAED.

10. Accepted Process for PDS Modification. In 1988, the IAED 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 IAED 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 misuse 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 support 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 misuse, and you hereby agree to indemnify and hold PDC and the IAED 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 IAED. 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 IAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-IAED-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. Additionally, this EULA authorizes PDC or the IAED to contact applicable city, county, state, or national leaders or officials to inform them of any performance issues, threats to the safety of the public, or the like.

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 EULA. As provided above, in the section of this ESP 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 Version of the PDS is properly used by IAED-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 are using the Newest Version, and to their professional staff of EDs and ED instructors who have been trained, then certified through the IAED and maintained their IAED 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. National Q Services. National Q is a quality assurance service provided by PDC. In the event Customer utilizes National Q, the following shall apply:

a. **Pre-National Q:** Customer understands that they and PDC shall have the following meetings before starting the QA services:

- i. Stakeholders Meeting – overview of the system and process for directors, chiefs, and upper administration.
- ii. QA/QI Meeting – Analysis of current system with current Customer QA staff
- iii. Protocol Refresher Meeting – overview of Protocol and QA for dispatch staff

b. **National Q Technical Process:**

- i. Customer will allow PDC to have remote server access using SecureLink® software to a dedicated physical or virtual workstation configured with AQUA®, ProQA® Admin Utility, XLERATOR®, and the Customer's audio logger/recorder.
- ii. CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) should not be accessible on this dedicated physical or virtual workstation.
- iii. PDC will audit calls remotely using SecureLink. An additional AQUA® software License per discipline will be provided by PDC for the National Q Reviewer's access for the term of contract, along with an accompanying voice logger integration license.
- iv. Customer understands that they must always update to the latest version of AQUA.
- v. If there is a customer related issue (technical or otherwise) that prevents the National Q Reviewer from reviewing cases, including providing the associated reporting, PDC will only be responsible for two weeks of case review volume from the date the issue is resolved looking backward, and case review going forward.

c. **Quality Assurance Process:**

- i. QA shall be done according to the IAED standards for Accreditation http://www.emergencydispatch.org/standards_for_accreditation.
- ii. Customer will receive weekly completed QA cases in AQUA based on the National Q timeline established by the parties. This will allow Customer to give appropriate and timely feedback.
- iii. Customer must identify an individual to provide case review feedback to dispatchers as provided to them by the National Q reviewer. This individual must be certified by the IAED as an ED-Q. Customer's contact person (ED-Q) will work directly with the National Q representative. The Customer's ED-Q will provide any quality improvement feedback and training to Customer's dispatchers/call takers based on the feedback they receive from the National Q Reviewer. In other words, the customer ED-Q will work with Customer's dispatchers/call takers to help them understand structured protocol utilization, address protocol compliance and performance improvement requirements to become a more effective dispatcher/call taker.
- iv. In order to ensure the integrity of the QA Service, any feedback provided by the Customer's ED-Q to its dispatchers/call takers shall not be contrary or inconsistent with the National Q Reviewer's audit and comments. If the ED-Q does not understand or agree with the National Q review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the dispatcher/call taker that they will research the issue and contact the National Q representative, so a resolution can be made through the appeals process. Once it has gone through the appeals process the decision is final.

16. Definitions. This section contains more detailed definitions of certain terms used in this EULA

"Cards"

The manual version of a PDS in the form of printed reference cards or in the form of electronic tablets provided by PDC to Client under this EULA.

"Client," "Customer", "Agency," "Licensee", "You", "you" or "your"

The end user licensed to use the licensed Software under the Agreement. This is the end user who enters into the Agreement with PDC.

"certification" and "recertification"

When used in this agreement, certification and recertification mean specifically by the IAED.

"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.

“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. For purposes of this EULA, a reference to PDS also includes a reference to MPDS, FPDS, and/or PPDS.

“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 n Extended Service Plan with PDC. 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 12.2 would an Update from Release 212.1). 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). A New Version means, for example, going from 12.2 to 13.0 or in other words increasing the number to the left of the decimal point.

17. Additional PDC Products. Beyond the products and services discussed in this EULA, PDC also provides additional products/services to the Customer including, but not limited to, Field Responder Guides, Quality Assurance Guides, and Send Cards. As applicable, terms of this EULA also apply to the additional products and services provided by PDC to the Customer.

EXHIBIT B-1

REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability by endorsement only.
- B.** A waiver of subrogation in favor of the City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided by endorsement only.
- C.** All insurance policies shall be endorsed to the effect that the City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance policy.
- D.** All insurance policies, which name the City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be listed on the certificate of insurance. Separate endorsements must be provided for each of the above.
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify the City of Sugar Land of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability policies.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Sugar Land.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+ or better, and/or otherwise acceptable to the City.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, the Contractor shall furnish the City of Sugar Land with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

**Emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

INSURANCE REQUIREMENTS-PROJECT SPECIFIC

Items marked "X" are required to be provided prior to approval of a contract with the City.

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.
X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

	<u>X</u> Very High/High Risk	Medium Risk	Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Ops	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

X Automobile Liability: Owned, Non-Owned, Hired and Injury & Property coverage for all

<u>Very High/ High Risk</u>	<u>X</u> Medium Risk	Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability: for Bodily Injury & Property Damage
\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
\$2,000,000 General Aggregate

Garage Keepers Coverage: for Auto Body & Repair Shops
\$500,000 any one unit/any loss and \$200,000 for contents

Umbrella Coverage: each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability or Errors & Omissions: including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors

Minimum limits of \$1,000,000 per claim/aggregate.

This coverage must be maintained for at least two (2) years after the project is completed.

X Cyber Liability: with Technology Errors & Omissions including, but not limited to products or services in installing computer software and hardware, software developers, website designers, computer consultants, hardware and electronics manufacturer, communication carriers, internet/application service providers, website hosting, storage of City data off-site. (This is not required for web-based vendors, where the vendor maintains its own website)

Minimum limits of \$1,000,000 per claim/aggregate.

This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk: when project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis.

Pollution Liability: when project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land for property damage, bodily injury and clean up)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____



MEDIPRI-01

KMOORE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diversified Insurance Group 136 E South Temple Suite 2300 Salt Lake City, UT 84111	CONTACT NAME: PHONE (A/C, No, Ext): (801) 325-5000 FAX (A/C, No): (801) 532-2804 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Great Northern Insurance Company INSURER C: Chubb Indemnity Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Medical Priority Consultants, Inc. DBA Priority Dispatch Corp. and all subsidiaries; International Academies of Emergency Dispatch 110 S. Regent ST, Ste. 500 Salt Lake City, UT 84111	NAIC # 20281 20303 12777

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			36027183	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73587016	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			79887942	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	71753870	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insureds regarding the evidenced Liability insurance when required by written contract, respecting their interest in work performed by the Named Insured. Waiver of Subrogation is included.
30 day notice of cancellation/10 day for nonpay will be provided.

CERTIFICATE HOLDER

CANCELLATION

City of Sugar Land Purchasing Office PO BOX 110 Sugar Land, TX 77487	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Policy Number	3602-71-83
Policy Period	February 1, 2022 to February 1, 2023
Name of Company	FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Policy Conditions

Endorsement

Policy Number 3602-71-83 DEN

Insured MEDICAL PRIORITY CONSULTANTS INC DBA
PRIORITY DISPATCH CORP

Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
 - invalidate such cancellation.
- *****

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Authorized Representative



GENERAL LIABILITY

Conditions**Transfer Or Waiver Of
Rights Of Recovery
Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Reference Copy

BUSINESS AUTO COVERAGE FORM

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

B. General Conditions

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own; or
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of
SECTION II – LIABILITY COVERAGE is
amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
However, such person or organization is an "insured" only:
 - (1) with respect to the operation, maintenance or use of a covered "auto"; and
 - (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

Address:

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. (21) 7175-38-70

Insured **MEDICAL PRIORITY CONSULTANTS INC DBA PRIORITY D**

Insurance Company **Chubb Indemnity Insurance Company**

Countersigned By _____