

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION:

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims

☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats

☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions

☐ Resolutions ☐ Other

3. DEPARTMENT: Combined Communications

APPLICANT: Priority Dispatch Corp.

AGENT: Glen Crumptom

4. DESCRIPTION: Consideration of a contract to provide equipment and software for a comprehensive emergency fire and police dispatch system.

Amount \$**140,556.00**

From **signing**

To **implementation**

5. DOCUMENTATION: 2 Originals

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

[Signature] 3/25/13

Clerks Use Only:

Commissioner

Ash _____
Hasenauer _____
Holmes _____
Humphrey _____
Thompson _____
Action _____
Postponed/Tabled _____

Signatures

Co Attny _____
Assist Co Attny _____
Grants Manager _____
Outside Agency _____

IMPLEMENTATION AGREEMENT

This Implementation Agreement (the "Agreement") is made and entered between Priority Dispatch Corp. ("PDC") and Laramie County Emergency Communications ("Customer"). PDC and Customer are collectively referred to herein as the "Parties" or individually as a "Party."

Background

- A. PDC is in the business of developing, licensing, distributing, maintaining, and providing training for its proprietary emergency dispatch licensed products and services throughout the world.
- B. Customer provides emergency medical, fire, and police dispatching (i.e. 911) for the residents and transient population of Laramie County, Wyoming and its surrounding areas.
- C. Customer desires to procure and provide an effective, efficient, and comprehensive emergency fire ("FPDS") and police ("PPDS") dispatch system for its residents and transient population. Customer is already using PDC's proprietary medical dispatch system ("MPDS").
- D. The Parties now desire to enter into an agreement for the implementation, licensing, training, and maintenance of the FPDS and PPDS.

The Parties agree as follows:

1. **Project Plan.** The Parties will work together in good faith to develop mutually a mutually acceptable Project Plan for the implementation of the FPDS and PPDS. The Project Plans shall attach to this Agreement as Attachment A. The Project plans will provide a phased FPDS and PPDS implementation approach, enabling the Customer to meet the National Academies of Emergency Dispatch operational and performance requirements to become an Accredited Center of Excellence.
 - a. **Change in Project Plan.** Once a Project Plan is developed, should it become necessary to change the project plan the Parties will work together in good faith to make any necessary changes.
2. **Pricing.** Pricing for the FPDS and PPDS is set forth in Attachment B.
 - a. **Additional Services/Products.** Additional services or products may be provided upon request of the Customer. The price of any additional products or services will be negotiated at the time of request.
3. **Payment Schedule.** The payment schedule is set forth in Attachment B.
4. **Training.** Applicable training shall be set forth in the Project Plan. The Parties will work together in arranging mutually acceptable times and locations for any training.
5. **License.** The use of the FPDS and PPDS (including Software and Cardsets) and other PDC licensed products is set forth in the End User License Agreement ("EULA"), a copy of which is attached as Attachment C. In the event additional licenses or licensed products are purchased the EULA shall govern their use. The EULA shall also govern the use of the MPDS (software and cardsets).
6. **Extended Service Plan.** Customer has selected the Platinum Extended Service Plan ("ESP"). The Platinum ESP is set forth in Attachment D.
7. **CAD Integration.** Any costs relating to the integration of PDC's software (ProQA) and the customer's computer-aided dispatch (CAD) system shall be the responsibility of the Customer. The integration of Customer's CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.
8. **Term.** This Agreement shall remain in effect for 5 years, and shall be renewed automatically for subsequent terms of one year, unless terminated as set forth below.
9. **Termination.**

- a. **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.
 - b. **Mutual Termination.** This Agreement may be terminated by the mutual consent of each Party.
 - c. **License Termination.** This Agreement shall terminate for any reason set forth in the attached 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.
10. **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 legal advisors, 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 includes, but is not limited to, proprietary information and products, know-how, customer lists, technical specifications, training materials, software programs, software documentation, price lists, marketing plans, and manuals. Customer understands that all PDC's Confidential Information is important, unique, and materially affects PDC's goodwill and success in conducting its business activities, and hereby agrees to indemnify and save harmless PDC for damages that may arise from the unauthorized disclosure of Confidential Information by Customer, its employees, agents, or contractors.
- a. **Information of Others.** As a result of this Agreement, Customer may be exposed to other third parties (e.g. The National Academies of Emergency Dispatch) confidential or proprietary information. Customer shall safeguard and keep confidential the confidential or proprietary information of third Parties to the same extent as if it were PDC's Confidential Information. The obligations in this section shall extend to third parties' confidential or proprietary information. Medical and patient information is given protected status in Europe and the US. PDC hereby guarantees to comply with all applicable US and Dutch privacy laws.
 - b. **Misappropriation.** Customer shall immediately inform PDC, in writing, of any misappropriation, unauthorized use, or disclosure of PDC's Confidential Information and will cooperate in very reasonable way to prevent further disclosure and to obtain possession of the misappropriated Confidential Information.
 - c. **Return of Confidential Information.** Upon written request from PDC, Customer shall return to PDC all PDC's Confidential Information or documentation, materials, summaries, or their items containing PDC's Confidential Information.

This section shall survive termination or expiration of the Agreement

- 11. **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.
- 12. **Intellectual Property.** Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivatives 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. PDC represents that it has the requisite authority with respect to all IP issues and indemnifies the Customer against any liability arising as a result of a possible PDC's software infringement.
- 13. **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.
- 14. **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.
- 15. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable laws, local statutes, ordinances, and regulations.

16. **Assignment.** Customer and PDC shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of the other party.
17. **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.
18. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person or by mail:

To PDC:

Priority Dispatch Corp.
139 East South Temple, Suite 500
Salt Lake City, Utah
U.S.A.
Attn: Shawn Johnson

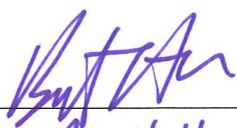
To Customer:

Laramie County Emergency Communications
2020 Capitol Avenue
Cheyenne, WY 82001
U.S.A.
Attn: Glen Crumpton

19. **Further Assurances.** Each Party shall do all acts and execute and deliver all documents as may be necessary to give effect of the provisions set forth herein.
20. **Force Majeure.** Neither Party shall be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism acts of God, acts of civil or military authority, civil disturbance, or any other cause beyond its reasonable control.
21. **Attachments.** All Attachments are incorporated by reference 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.
22. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal, unenforceable the validity, legality, and enforceability of the remaining provisions shall not be affected in any way.
23. **Interpretation.** This Agreement represents the wording selected by the Parties to define their understanding. Words in the singular shall include the plural and words in the plural shall include the singular. Words in any gender shall include the other gender. The section headings used are for convenience of reference and shall not by themselves determine the construction or interpretation of any provision of this Agreement. In the event this Agreement (including its Attachments) is translated, and inconsistencies exist, the English version shall govern.
24. **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.
25. **Law.** This Agreement shall be governed by and construed 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.

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

PDC

Signature: 
Print Name: Brent Hawkins
Title: General Counsel
Date: 3/23/13

Customer

Signature: _____
Print Name: _____
Title: _____
Date: _____

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

 3/25/13

ATTACHMENT A

Project Plans

[Forthcoming]

ATTACHMENT B



110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

Sales Quote #82465

by Shawn Johnson

Date 12/3/2012

Bill To: Laramie County Combined Comm. Center
Attn: Glen Crumpton
2020 Capitol Avenue
Cheyenne, WY 82001

Ship To: Laramie County Combined Comm. Center
Attn: Glen Crumpton
2020 Capitol Avenue
Cheyenne, WY 82001

For: Laramie County Combined Comm. Center
Attn: Glen Crumpton
2020 Capitol Avenue
Cheyenne, WY 82001

Phone: (307)633-4330 Fax: 307-637-6599

Qty	Description	Unit Price	Discount:	Extended Price
9	ProQA Stations - Fire Full (Fire - Standard - North American English)	\$3,100.00	\$0.00	\$27,900.00
9	ProQA Stations - Police Full (Police - Standard - North American English)	\$4,900.00	\$0.00	\$44,100.00
1	Client/Server Software Upgrade to Additional users 1.1 Adds more users/licenses to a current version of Client/Server Software	\$1,500.00	\$0.00	\$1,500.00
2	Training ProQA Software- Combo Discipline (combo - Standard - North American English) 0.0 \$1,500 per trip travel fee plus quantity training days	\$1,500.00	\$0.00	\$3,000.00
2	Software Sys Admin/Install (combo - Standard - North American English) 1. On-site days for ProQA and/or AQUA install, configure, IT training, development. \$ 1,500 Per trip	\$1,500.00	\$0.00	\$3,000.00
1	AQUA Discipline Modules (Fire - Standard - North American English) Licensed discipline modules for AQUA	\$600.00	\$0.00	\$600.00
1	AQUA Discipline Modules (Police - Standard - North American English) Licensed discipline modules for AQUA	\$1,000.00	\$0.00	\$1,000.00
4	Cardset Fire (Fire - Standard - North American English) 5.0 Fire Cardset	\$395.00	\$0.00	\$1,580.00
4	Cardset Police v4.1 (Police - Standard - North American English) 4.1 Law Enforcement Protocol	\$495.00	\$0.00	\$1,980.00
10	Field Responder Guide Fire (Fire - Standard - North American English) 3x5 response determinant codes	\$10.00	\$0.00	\$100.00
10	Field Responder Guide Police (Police - Standard - North American English) 3x5 response determinant codes	\$10.00	\$0.00	\$100.00
2	QA Protocol Guide- (Fire - Standard - North American English) 1. for offline case review	\$45.00	\$0.00	\$90.00
2	QA Protocol Guide- (Police - Standard - North American English) 1. for offline case review	\$45.00	\$0.00	\$90.00
22	Certified Dispatch Training (Fire - Standard - North American English) 1.1	\$320.00	\$0.00	\$7,040.00
22	Certified Dispatch Training (Police - Standard - North American English) 1.1	\$320.00	\$0.00	\$7,040.00

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

3	Certified Dispatch QA Training (Fire - Standard - North American English)	\$550.00	\$0.00	\$1,650.00
1.1	Dispatch Quality Assurance Certified Course			
3	Certified Dispatch QA Training (Police - Standard - North American English)	\$275.00	\$0.00	\$825.00
1.1	Dispatch Quality Assurance Certified Course			
1	Project Management / Implementation Consulting, QA & QI Program Development (comboNorth American English) 1.	\$27,000.00	\$0.00	\$27,000.00
	Consultation and support of system implementation			
1	ESP Plus Platinum 0.	\$20,691.00	\$0.00	\$20,691.00
	Support, updates, and upgrades for all annual renewing EFD & EPD products and services plus 3 on-site assistance days per year			
		Sub-Total:		\$149,286.00
		Discount:		\$8,730.00
		Tax:		\$0.00
		Shipping & Handling:		\$0.00
		Total:		\$140,556.00

Above prices are net of any applicable taxes, import duties or other assessments, which are the sole obligation of buyer. Purchasing or signing below acknowledges your agreement to pay the invoice(s) and to the "break the seal" or "click to accept" license agreement associated with the licensed product(s). The license agreement is included with the licensed product(s) and you will have the opportunity to read it before opening or installing. If unacceptable, you may promptly return the licensed product(s) for a refund.

Sign here X _____ Date _____

Payment Method: (Check enclosed, or...)

[] Purchase Order # _____

[] VISA/MasterCard/AMEX # _____

Expiration: _____

Payment Schedule

- | | |
|------------------------|--------------------------------------|
| 1. Contract Signing | 100% of the above |
| 2. Annually thereafter | ESP amount contained in Attachment D |

ATTACHMENT C

EULA

Terms and Conditions of Agreement

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

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

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

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

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

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

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

8. Basic Service Plan. This Agreement includes and incorporates the accompanying Basic Service Plan (“BSP”). For 30-days, beginning on the date the Software under this License is delivered to you (and provided that you have accepted this Agreement and registered, using the Client Registration Form at the end of this Agreement), you are entitled to the maintenance, support, Updates and services offered by PDC through the BSP. This 30-day BSP is included in your Initial License Fee, and it may be extended to 365-days if you elect to prepay with your Initial License Fee, PDC’s then-standard fee for such extension. Thereafter, if you desire to continue to receive maintenance, support, Updates, and services under this BSP, you must pay to PDC its then-current “Extended Maintenance Fee” for the Extended Service Plan (“ESP”). As specified therein, the BSP is subject to revision by PDC upon 30 days advance notice by PDC to you. Thereafter, the revised BSP shall govern. Certain terms used in this Agreement are more fully defined in an Appendix of the BSP. PDC’s obligations to maintain the Software and provide Updates, support or service are as specified, defined and limited in the BSP. To facilitate and expedite any time-sensitive contact that PDC may seek to make with its Licensees, you are required to specify on the Client Registration Form, a Designated Agency Contact Person, and to specify that person’s title and

e.mail address. Failure on your part to so register not only affects the availability of services under the BSP, but also would make you solely responsible for delays in your receiving potentially urgent and vital communications about your Licensed PDC Product and for any failure on your part to implement any such system improvements. See also, section entitled "Use of Software; Updates," below.

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

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

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

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

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

14. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO 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.

15. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BSP AND THE

PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDER THE HEADING "RESPONSIBILITY," AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

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

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

18. Disputes. This Agreement shall be governed in all respects by the laws of the United States, and the State of Utah. Any litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction in Salt Lake City, and their respective courts of appeal. 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.

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

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

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

22. Government End Users. A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: (a) only as a commercial end item; and (b) only pursuant to this Agreement. With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Licensee has no rights not explicitly granted by PDC under this Agreement.

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

24. Entire Agreement. This Agreement, including the Basic and Extended Service Plan on the following pages: (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) *may 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.

25. 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.

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

Client Service & Product Support for Registered, Licensed Software Users

PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan ("BSP"). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan ("ESP," see Section 1, below). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the "Agreement") including, without limitation, the sections entitled "Disclaimer Of Other PDC Warranties," "Limitation On PDC Liability," "Allocation Of Risk" and "Disputes." To assure entitlement to PDC's maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.

1. Basic Service Plan/Extended Service Plan.

- a. BSP: Basic Product Service and Client Support ("S&S") are available via telephone from PDC for up to 2-hours per Licensed Station during the first 30-days after the Software under this License is delivered to you (provided that you have accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in your Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled "Basic Service Plan."
- b. ESP: Extended S&S provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S (1-hour per Licensed Station per year). It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.
- c. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.
- d. S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC's then-current fees for same.
- e. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled "Updates & New Versions").

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch ("I/NAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. 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 http://www.prioritydispatch.net/support/int_notification.php. 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** (see also, defined term "Update" in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and BSP/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 CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."
- b. **New Versions** (see also, defined term "Version" in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement and BSP for the New Version. New licenses, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

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

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

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data.

5. Expert System Disclosure. This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected

to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these “special choice” situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care. This system cannot, under this license, ever be used by non-I/NAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

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

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

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

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

- a. **Implementation and Familiarity with the PDS.** The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 12 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it “as is” at a demonstrated rate of high dispatcher compliance.
- b. **Total Quality Management.** A Quality Improvement and Management Program is prerequisite to the successful application of the PDS. Key elements should include:
 - i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the “front line” level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally “dispatch literate.” The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.
 - ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all material decisions by these committees and should be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee should be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.
 - iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the I/NAED and strongly recommended that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS may not be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
 - iv. **CONTINUING DISPATCH EDUCATION (“CDE”):** All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by I/NAED.
 - v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy’s Center of Excellence minimum performance requirements (available on the I/NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED’s compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and should not be tolerated by managers and employers.
 - vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

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

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

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

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

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

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

13. Standard of Care and Practice. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

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

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

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

"Academies" and/or "Academy" and/or "I/NAED"

The National Academies of Emergency Dispatch ("NAED"). Also known as the International Academies of Emergency Dispatch ("IAED").

"Agreement," "Client License Agreement," "CLA"

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

"BSP" The Basic Service Plan:

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

"Cards"

The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term "Cards," but is further

subject to the specific use limitations imposed therein. The defined term "Cards" shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"Client," "Agency," "Licensee" and "You" or "you"

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

"certification" and "recertification"

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

"ED", Emergency Dispatch and/or Emergency Dispatcher.

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

"ESP" The Extended Service Plan:

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

"PDS", Priority Dispatch System.

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

"Release"

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

"Service" and/or "Support" and/or "S&S"

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

"Software"

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

"Update"

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

"Version"

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

ATTACHMENT D

Platinum ESP

<u>Agency Name</u>	<u># of Licensed Products</u>	
<i>Laramie County Emergency Communications</i>		
Cheyenne, WY		
<u>Platinum ESP Package</u>		
<u>Included in Package</u>		
ProQA (EFD)	9	
ProQA (EPD)	9	
Xcelerator Client Server Software	1	
AQUA (Fire)	1	
AQUA (Police)	1	
Cardsets Fire	4	
Cardsets Police	4	
Avg annual Upgrades per Station of ProQA (every 3-5 Years)	18	
SEND Cards	50	
SEND CD	1	
QAG's (EFD)	2	
QAG's (EPD)	2	
FRG's (All Disciplines)	20	
ProQA & AQUA CBT (Computer Based Training Disks)	2	
On-site assistance visit(con-ed, consulting, QA, tech, ect.)	3	
24/7 Telephone Tech Support		
Updates within Current Version of Software		
Annual ESP Costs	\$20,691.00	

ADDENDUM TO IMPLEMENTATION AGREEMENT
between
Laramie County, WY and Priority Dispatch Corporation

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19th Street, Suite 300, Cheyenne Wyoming, 82001 (COUNTY), on behalf of the Laramie Combined Communications Center, located at and Priority Dispatch Corporation, 139 East Couth Temple, Suite 500, Salt Lake City, Utah 84111 (CONTRACTOR or PDC). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the following documents detailing the services to be provided by CONTRACTOR to COUNTY:

- A. The Implementation Agreement (3 pages);
- B. The Sales Quote #82465, Attachment B (2 pages); and
- C. The End Users License Agreement (EULA), Attachment C (7 pages).

Two additional documents are part of the Implementation Agreement provided by CONTRACTOR:

- D. The Project Plans, Attachment A, which are being jointly developed; and
- E. Attachment D, the Extended Service Plan (1 page), which is not being modified by this addendum.

II. MODIFICATIONS

- A. The following provisions of the Implementation Agreement are modified as follows:

- 1. Paragraph 3, titled "Payment Schedule," is excluded, is of no force and effect, and is replaced with the following:

CONTRACTOR shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payments shall be in accordance with Wyo. Stat. § 16-6-602, as amended. No payment shall be made before the last signature is affixed to this Addendum. Thirty percent (30%) of the fee shall be invoiced and paid upon execution of this Addendum, thirty percent (30%) upon installation and forty percent (40%) upon successful implementation of the system and final acceptance by COUNTY.

- 2. Paragraph 8, titled "Term," is modified by substituting a three (3) year term for the five (5) year term, so that the paragraph shall read: "This Agreement shall remain in effect for three (3) years, and shall be renewed automatically for subsequent terms of one year, unless terminated as set forth below."

3. Paragraph 10, titled "Confidentiality," is modified by adding the following provision:

CONTRACTOR acknowledges that the duties and obligations of COUNTY with respect to this Paragraph may be limited and controlled by the operation of State or Federal law regarding the disclosure of publicly held records. CONTRACTOR agrees that COUNTY shall not be held in breach or default of this Agreement in the event information related to this Agreement and its subject matter is released in accordance with and pursuant to any applicable law or regulation, including, but not limited to, the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, as amended. CONTRACTOR further agrees that it bears the sole responsibility for demonstrating in any court or other forum that the information designated as Confidential Information in the Agreement is in fact confidential, and not subject to disclosure.

4. Paragraph 25, titled "Law," is excluded and is of no further force and effect.

B. The provision of Sales Quote #82465 entitled "Payment Schedule," is modified by excluding section 1, reflecting that 100% of the fee is due upon signing.

- C. The following provisions of the End Users License Agreement (EULA) are modified as follows:

1. Paragraph 11, titled "Limited Software Warranty, is modified by adding the following provision:

If the refund option is exercised, COUNTY will neither be able nor required to remove the Software from its back-up media, and CONTRACTOR acknowledges that the Software will remain on COUNTY equipment through the end of the retention schedule, but will not be used.

2. Paragraph 12, titled "Inspection," is excluded, is of no further force and effect, and is replaced with the following:

CONTRACTOR may, from time to time, at its own expense and option, and with notice to and the permission of COUNTY, inspect COUNTY facilities and records to audit COUNTY's compliance with this Agreement. CONTRACTOR shall inform COUNTY in writing of any improper, unauthorized or unsafe usage of the Software. COUNTY shall collaborate with CONTRACTOR to correct any misuse of the Software within 30 days of said written notice. Failure to do so may subject the COUNTY to termination of the license.

3. Paragraph 18, titled "Disputes," is excluded and is of no further force and effect.
4. Paragraph 26, titled "Confidentiality," is modified by adding the following provision:

CONTRACTOR acknowledges that the duties and obligations of COUNTY with respect to this Paragraph may be limited and controlled by the operation of State or Federal law regarding the disclosure of publicly held records. CONTRACTOR agrees that COUNTY shall not be held in breach or default of this Agreement in the event information related to this Agreement and its subject matter is released in accordance with and pursuant to any applicable law or regulation, including, but not limited to, the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, as amended. CONTRACTOR further agrees that it bears the sole responsibility for demonstrating in any court or other forum that the information designated as Confidential Information in the Agreement is in fact confidential, and not subject to disclosure.

5. The following provision is added as new Paragraph 16: "COUNTY uses VM Ware products for its servers and desktops. CONTRACTOR is aware of such use and commits to providing support for VM Ware."

III. GENERAL PROVISIONS

A. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Addendum or of any cause of action arising out of the performance of this Addendum.

B. Entire Agreement: This Addendum (5 pages), and all documents listed in Section I, Purpose, represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. Modification: This Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

D. Contingencies: CONTRACTOR certifies no gratuities, kick-backs or contingency fees were paid in connection with this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Addendum.

E. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

F. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

G. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. §§ 1-39-101 through 121, as amended, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

H. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest in this Agreement. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest.

I. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR, in writing, at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party. If this Agreement is terminated, the COUNTY will be liable to pay CONTRACTOR for all services performed on or before the effective date of the termination.

J. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement and Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

K. Addendum Controls: Where a conflict exists or arises between any provision and condition of this Addendum and the Service Agreement, the Service Terms and Conditions, or the Statement of Work, the provisions and conditions set forth in this Addendum shall control.

L. Notices: All notices required and permitted under this Addendum shall be deemed to have been given, if and when deposited: (i) with a recognized courier service (such as Federal Express, UPS or DHL) or (ii) in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

ADDENDUM TO IMPLEMENTATION AGREEMENT
between
Laramie County, WY and Priority Dispatch Corporation

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Troy Thompson, Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Debbye Lathrop, Laramie County Clerk

Date _____


CONTRACTOR: PRIORITY DISPATCH CORPORATION

By: 
Name (printed): Brent Hawkins
Title: General Counsel

Date 3/22/13

This Addendum is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Sylvia Lee Hackl
Deputy Laramie County Attorney

Date 3/25/13