



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County", "Customer", or "Client"), and **Medical Priority Consultants, Inc. dba Priority Dispatch Corp.**, a Utah corporation ("Contractor", "PDC" or "Licensor"), collectively (the "Parties"), to be effective for all purposes November 19, 2025 ("Effective Date").

**WHEREAS**, County, through its Los Alamos Police Department ("LAPD") Communications Dispatch Center ("CDC"), provides 911 emergency dispatch services to the Los Alamos Community and first responders; and

**WHEREAS**, the CDC requires a structured emergency dispatch system that provides medical, fire, and police protocols developed by the International Academies of Emergency Dispatch ("IAED") to gather information from callers, ensuring consistent and accurate data collection, and relay information and instruction to first responders; and

**WHEREAS**, Contractor is in the business of developing, licensing, publishing, distributing, and maintaining propriety emergency dispatch licensed software products and offers products, services, and ongoing support and maintenance to users of the Priority Dispatch System® ("PDS"); and

**WHEREAS**, the County Purchasing Officer determined in writing, after conducting a good faith review of available sources, that there is only one (1) source for the Services; and

**WHEREAS**, the County currently uses Contractor's Medical Priority Dispatch System ("MPDS") and Fire Priority Dispatch System ("FPDS") and desires to also purchase a new subscription for and implement Contractor's Police Priority Dispatch System ("PPDS"), collectively referred to herein as the PDS, for a consistent and comprehensive Emergency Dispatch System ("EDS"); and

**WHEREAS**, fees for the County's current subscription for the MPDS and FPDS have already been paid in full for the period of November 2, 2025 – November 19, 2026; and

**WHEREAS**, Parties wish for the provisions of this Agreement to also govern the County's current Subscription for the MPDS and FPDS, with concurrent subscription periods for all three (3) systems beginning in Year 2 of this agreement, as described in Exhibit A, Table 2; and

**WHEREAS**, The County Council approved this Agreement at a public meeting held on November 18, 2025; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

## ATTACHMENT A

### SECTION A. SERVICES:

#### 1) **Generally.**

- a) Contractor shall provide project management and reporting, software, licenses, installation, configuration, testing, and training, for the implementation of the PPDS ("Project") and shall provide all associated services for the Project and ongoing support, maintenance and training for the PPDS, MPDS and FPDS throughout the term of this Agreement, as further detailed herein ("Services").
- b) Contractor shall provide all knowledgeable personnel and all labor, tools, and materials needed to safely perform the Services in accordance with all applicable laws, rules, and regulations.
- c) Contractor shall coordinate Services with the County Project Manager or designee ("County Project Manager") and with County-identified staff ("Project Team"). Contractor shall, as determined necessary by the County Project Manager, coordinate Services with any other County contractors or vendors identified by the County Project Manager.
- d) County shall provide to Contractor adequate onsite and remote access to County facilities, equipment, and systems necessary to provide Services under this Agreement, including but not limited to the following: access to the server room at 2500 Trinity Drive, Los Alamos New Mexico, 87544; access to a computer and County's network to the extent needed for installation; and facilities necessary for providing onsite training to County. County shall identify for Contractor the location of any work to be performed at County facilities.
- e) Notwithstanding Section V. Notice, wherever written notice is required during Project initiation and Project implementation, as further described in Sections A(8) and A(9), respectively, such written notice may be provided by Parties via e-mail.
- f) **Exhibits.**
  - i) The following Exhibits listed here relate to the Services described herein, are referenced throughout, and are attached hereto and made a part hereof for all purposes. In the event there is any conflict or ambiguity between a provision in this Agreement and any of the Exhibits hereto, this Agreement shall govern.
    - (1) Exhibit A – Compensation Rate Schedule
    - (2) Exhibit B – Campaign Contribution Disclosure Form
    - (3) Exhibit C – Confidential Information Disclosure Statement
    - (4) Exhibit D – County's Technology Standards
    - (5) Exhibit E – Sample CJIS Addendum
    - (6) Exhibit F – Software Functionality
    - (7) Exhibit H – Contractor's Service Level Agreement
    - (8) Exhibit I – Contractor's System Requirements
  - ii) Exhibit G, Contractor's End User License Agreement is attached hereto for reference only. In the event there is any conflict or ambiguity between a provision in this Agreement and Exhibit G, this Agreement shall govern.

2) **Licensed Products and License.**

a) **Licensed Products.**

- i) "Licensed Products" includes all material, in whatever form or medium, related to the PPDS, MPDS, and FPDS; including, but not limited to, software, documentation, content, and/or manual card sets that County receives or has received from Contractor in connection with this Agreement, and as further identified in Exhibit A. Licensed Products also include any and all manuals, instructions and other documents and materials that Contractor provides or makes available to County on behalf of the IAED in any form or medium in relation to the PDS. Contractor shall provide County with the credentials needed for County and its authorized users to access and use the PDS.
- ii) County acknowledges that, as a condition of providing to County-authorized users access to Licensed Products, those users may be asked to agree to terms and conditions as set forth in the Contractor's End User License Agreement ("EULA"), attached hereto as Exhibit G for reference only, which may be modified by Contractor from time-to-time. Inclusion of Contractor's current EULA into this Agreement for reference does not indicate County's consent to any terms, conditions, or provisions found therein. Regarding the Services described herein, this Agreement shall supersede, now and in the future and without limitation, any terms or conditions on Contractor's website, terms and conditions referenced on Contractor's quote or invoice, or any other Contractor terms and conditions not expressly agreed to and properly authorized by the Parties in writing. For clarity, no "click-through," "click-and-accept," "web-wrap," or other similar agreements or terms whether before, on, or after the date of this Agreement, will be effective to add to or modify the terms of this Agreement, regardless of any Party's acceptance of those terms by electronic means. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and those of any EULA, or similar agreements and terms as described above, this Agreement shall control and supersede the terms of those other documents, terms, and conditions. Contractor agrees that the County is a political subdivision of the state of New Mexico, and its powers are limited by state, federal, and local laws. Therefore, the County does not agree to and shall not be bound by any illegal, invalid, or unenforceable provision. If any provision is found to be illegal, invalid, or unenforceable by a court, that provision will be removed, and the remaining provisions will continue in effect.

- b) **License.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to County, a non-transferable, non-exclusive, non-sublicensable right and license to: (i) run and use the PDS software described in Exhibit A solely for County's governmental purposes for the term of this Agreement; and (ii) use the Licensed Products in connection with such use of the software. The Licensed Products, and their contents, and any and all copies thereof and derivatives, variations or permutations therefrom are owned by Contractor. County acknowledges that Contractor owns all intellectual property rights in and to the Licensed Products. License fees purchase only the license to use the products as provided in this Agreement. County agrees not to sublicense, distribute, share, allow third parties to copy or use the Licensed Products and its contents, or otherwise infringe upon any of the exclusive intellectual property rights of Contractor. Copies of the Licensed Products are loaned to County by Contractor for the duration of the License only, and only for the purpose of enabling County to exercise its License rights.

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- 3) **Software Functionality.** Prior to Project acceptance by County, Contractor shall confirm that the PDS software provides the minimum functionality as described in Exhibit F Software Functionality. County agrees that Contractor may amend, enhance, or modify the software from time to time. Contractor shall facilitate all software upgrades, updates, and replacements released by the software manufactures, pursuant to the Service Level Agreement (“SLA”).
- 4) **System Requirements.** County acknowledges the system requirements related to the Project outlined in Exhibit I.
- 5) **Maintenance and Support.** Throughout the term of this Agreement, Contractor shall provide, at a minimum, maintenance and support as described in and in accordance with the rates set forth in Exhibit A.
- 6) **Warranties, Representations, and Other Obligations.**
  - a) Throughout the Term of this Agreement, Contractor shall provide ongoing remote and on-site support, maintenance, and training, including all labor, at the rates outlined in Exhibit A and pursuant to the terms and conditions outlined in SLA, Exhibit H.
  - b) Contractor shall immediately report to the County Project Manager any damage to property or injury to a person while Contractor is performing Services under this Agreement.
  - c) Contractor shall be solely responsible for obtaining all required permits from federal, state, and local authorities having jurisdiction over the Services, as applicable. County shall reimburse Contractor for permitting fees, as applicable, as set out in Exhibit A.
  - d) Contractor warrants that products and Services provided by Contractor shall, throughout the Term of this Agreement, conform to the applicable County Technology Standards, as described in Exhibit D.
- 7) **Criminal Justice Information Services Security Addendum (“CJIS Addendum”).** During the Term of this Agreement, Contractor shall provide Services and maintain security standards, which may be modified from time to time, to protect the confidentiality of County’s records and data in a manner consistent with industry standards for data security for protecting criminal justice information and consistent with federal, state, and local law, pursuant to the Federal Bureau of Investigation CJIS Addendum, attached hereto as Exhibit E. Contractor shall provide to County, upon County request, the CJIS Addendum, signed by Contractor’s employees assigned to perform Services for the County and all Services shall be performed in compliance with the CJIS Addendum. Upon County request, Contractor shall provide to County evidence of its security standards. All records and data that: (i) are owned by County; and (ii) are provided to Contractor remain owned by County. County shall be responsible for the accuracy and legality of all such records and data and represents and warrants the right to use and manage all County records and data provided to Contractor for the sole purpose of providing Services under this Agreement.
- 8) **Project Initiation and Discovery, Schedule, and Project Change Requests.**
  - a) **Project Initiation and Discovery.** Contractor shall, within ten (10) business days from the Effective Date of this Agreement, unless otherwise mutually agreed upon and extended in writing by County, schedule an on-site kick-off meeting with the Project Team

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at a date, time, and location to be agreed upon by the Parties. As part of the kick-off meeting, the Parties shall, at a minimum:

- i) Establish a mutually agreed upon preliminary Project Schedule to accomplish key tasks defined herein and durations by which each task is completed, with all tasks to be completed no later than nine (9) months from the Effective Date of this Agreement, unless otherwise mutually agreed upon and extended in writing by the County Project Manager. Contractor shall, within five (5) business days from the kick-off meeting, provide a written preliminary Project Schedule to the County Project Manager for review and approval, with the joint understanding that the preliminary Project Schedule shall be refined and approved at the end of the Onboarding Phase of the Project, as further described in Section A(9)(a) below.
  - ii) Establish communication protocols, meeting frequency, and a meeting format, with meetings occurring in a virtual format as agreed upon by the Parties.
  - iii) Identify document format and data transfer methods between Contractor and Project Team. Contractor and County shall jointly create any Project documentation where County involvement is required. County must approve the final installation schedule and final versions of Project documentation to ensure it coincides with all expectations.
  - iv) Review Project Implementation tasks. Contractor and County shall jointly create any special requirements for defining Project acceptance in writing, and with mutual agreement to such requirements, which shall become part of a written implementation cutover plan.
- b) **Hours of Service During Project Implementation.** Unless otherwise mutually agreed-upon in writing, or otherwise stated herein, Contractor shall perform all Project Implementation Services during normal business hours. Normal business hours during Project Implementation do not include the following County-recognized holiday observances designated by County Council and Contractor-recognized holidays:
- i) New Year's Day
  - ii) Martin Luther King, Jr. Day
  - iii) Presidents' Day
  - iv) Memorial Day
  - v) Juneteenth
  - vi) Independence Day
  - vii) Labor Day
  - viii) Indigenous Peoples Day
  - ix) Veteran's Day
  - x) Thanksgiving Day
  - xi) Thanksgiving Break (the Friday following Thanksgiving Day)
  - xii) Christmas Day
- c) **Project Schedule and Project Change Requests.** Contractor shall provide detailed and complete written documentation of the Project Initiation Meeting and deliver to County within five (5) business days after the Project Initiation Meeting. Parties recognize that County may identify unforeseen challenges and needs during the Project, and may, at County's sole option, request changes to the Project Schedule and scope of Services described herein or may request additional or optional Services. A Project Change

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Request (“PCR”) shall be the mechanism for communicating and executing County-requested Project changes. PCRs shall be promptly drafted by Contractor’s Project Manager and provided to County Project Manager within two (2) business days from the request by the County Project Manager. The PCR shall describe the changed or additional products and/or Services to be delivered by Contractor, the rationale for the change, the effect the change will have on the Project, any new deliverables, the schedule for providing the additional products or Services, and any additional costs associated with the requested change. Any such changes are subject to the provisions set forth in Section C and Exhibit A. All approved PCRs shall be governed by the terms and conditions of this Agreement. County Project Manager shall review the proposed PCR and approve or revise as appropriate. Upon mutual written approval of the PCR, Contractor shall provide the new or changed products and Services within the agreed-upon schedule detailed in the PCR. Contractor’s failure to reasonably estimate the scope or cost of providing Services described herein and to complete the Project in accordance with the Project Schedule shall not be a justification for modifying the Agreement.

- 9) **Project Implementation and Management.** Contractor’s Project Implementation Services shall include, but are not limited to the following Services, to be provided by Contractor pursuant to the agreed-upon Project Schedule. All Project Implementation Services shall be provided on-site unless otherwise stated herein or mutually agreed-upon in writing and approved by the County Project Manager in writing:
- a) **Onboarding Phase – Implementation Pre-Planning Sessions.** Following the kick-off meeting, onboarding sessions shall be scheduled to focus on different aspects to prepare for the needs of the implementation. These sessions may be held remotely or on-site as requested by County. Each of the onboarding sessions identified below represents a minimum of one (1) session to be held either remotely or on-site as requested by County and mutually agreed-upon in the written Project Schedule.
- i) **CDC Background Information Session.** Contractor shall obtain information about the CDC, key management officials and positions, the current emergency dispatch methodology, services provided, management practices, quality improvement /assurance, and risk management programs related to the emergency dispatch function. Other information obtained shall include local and regional issues of concern and demographic and statistical data. Information shall be gathered primarily through the use of survey documents where possible, and where not possible, County and Contractor shall discuss and determine mutually acceptable methods to gather necessary information. County shall return completed survey documents to Contractor’s designated onboarding coordinator for review. Contractor’s assessment focus shall then be directed toward training needs and quality improvement and assurance issues, technical preparation, and introducing Contractor’s comprehensive systems approach to emergency services dispatch as it relates to the PDS. If determined necessary by the Project Team and upon County’s written approval and in accordance with the rates set forth in Exhibit A, Contractor shall perform an on-site visit to gather or help facilitate the gathering of the aforementioned information.
- ii) **Training Overview Session.** Contractor’s onboarding coordinator shall discuss with the County Project Manager and Project Team the sequential order of training for the Emergency Dispatchers and Quality Assurance (“QA”) staff, with additional options offered at no additional cost to County based on the needs of the implementation. During this onboarding session, the Project Team shall determine how best to

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schedule training while still being mindful of the need to continue normal CDC operations.

- iii) **Technical Planning Session.** Contractor's onboarding coordinator shall discuss with the County's Project Manager and those Project Team members identified by the County Project Manager to be involved in Information Technology ("IT")/networking/security/Computer Aided Dispatch ("CAD") administration; the technical needs for the implementation, including server and workstation system requirements; and future steps for the installation and maintenance of the PDS. Additional topics shall include the technical aspects as they relate to Emergency Dispatcher training and other topics identified by the Project Team based on the needs of the implementation.
- iv) **Project Information Overview Session.** Emergency Management Services ("EMS") Los Alamos Fire Department ("LAFD") and LAPD field responders, as identified by the County Project Manager, shall be invited by the County Project Manager to attend this session, along with the County Project Manager, where Contractor shall collect information related to County's business practices from the field perspective to help Contractor provide a comprehensive approach to the implementation of the PDS. Contractor's onboarding coordinator shall highlight how joint communications between the field and the CDC will assist in properly configuring the System and conclude with an overview of the remaining implementation phases.
- v) **Project Schedule Approval Session.** Using the information gathered during the Onboarding Phase, in coordination with the Project Team, Contractor shall revise the preliminary Project Schedule for the remaining phases of the Project, which shall be provided to County in writing, including a comprehensive discussion on each associated date. One or more scheduling calls, as mutually agreed upon by both Parties, will occur at no additional cost to the County until an agreement is reached on the subsequent Project dates.

### b) **Phase 1 – Organization Setup and QA Unit ("QAU") Activities.**

- i) **Leadership Meeting.** Contractor staff will conduct an onsite leadership meeting for the County-identified senior managers. This meeting is designed to be an orientation to the Emergency Medical Dispatch ("EMD"), Emergency Fire Dispatch ("EFD") and Emergency Police Dispatch ("EPD") processes related to national standards, management oversight responsibility, response assignments, quality management processes, and implementation phases.
- ii) **CDC Dispatch Steering Committee ("DSC") and Dispatch Review Committee ("DRC") Meeting.** Contractor's staff will provide guidance and support in the creation of and shall conduct the first onsite meeting of the DSC and the DRC. Contractor acknowledges that County already has an Emergency Communications Center ("ECC") Oversight Committee in place, which may, at County sole discretion, serve as the DSC. Contractor shall attend at least one (1) ECC meeting while onsite. Contractor will provide template policies and procedures for review and revision to aid in the administration of the committees. During this meeting, Contractor's staff will also review County's strategic goals to meet County's targets for the CDC.

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### c) Phase 2 – Software Installation and Configuration.

- i) **ProQA®, AQUA®, and X Lerator® Database Management Software.** Contractor's software specialist will conduct on-site installation and configuration of the appropriate software while working with County Information Management ("IM") personnel to train County in the ongoing use and maintenance of said software.
- ii) **CAD Interface Testing.** The CAD interface will be configured and tested for proper functionality by Contractor. Parties acknowledge and agree that proper integration with the County's CAD system is critical to the success of this Project. As may be requested by County, Contractor agrees to work in good faith directly with individuals from County's CAD system provider to request and obtain any necessary data or information required to successfully configure and implement the CAD interface. Parties agree that Contractor is not responsible for requesting services from County's CAD system provider nor for any compensation due to County's CAD system provider for their participation in this Project. If problems arise between Contractor and County's CAD system provider, or if Contractor is unable to timely obtain from County's CAD system provider requested information or data, despite reasonable efforts to obtain such information, Contractor shall immediately notify the County Project Manager. Contractor shall not be responsible for Project delays caused solely by County's CAD system provider and shall work in good faith with County Project Manager to amend the Project schedule, as described herein, should such delays occur.

### d) Phase 3 – Training

- i) Contractor shall provide all training deemed necessary by the County Project Manager for County staff to learn to use the PDS. Unless otherwise mutually agreed upon in writing, training shall be onsite at County facilities at dates, times, and locations mutually agreed upon in writing by County and Contractor Project Manager.
- ii) County shall be responsible for coordinating classroom facilities, when applicable, scheduling and attendance of appropriate County participants, and production of any printed materials from electronic documentation provided by Contractor for training. Contractor's Project Manager shall assist in the organization and planning with County Project Manager.
- iii) **Trainings provided by Contractor shall include the following:**
  - (1) **Certification and Software Training.** Certification and Software Training are split into two (2) categories. Contractor shall coordinate with the County Project Manager to ensure a satisfactory training timetable at a suitable venue. Contractor's IAED certified instructors shall provide training and certification courses to all Emergency Dispatchers. County shall provide a projector for the instructor and a classroom suitable for the number of designated trainees, as determined by the County Project Manager.
  - (2) **EMD, EFD, and EPD Orientation to QAU Quality Manager ("QM") Activities and Performance Monitoring ("Emergency Dispatch Quality Training").** Contractor staff or an appropriately qualified third-party EMD-Q®, EFD-Q™, and EPD-Q™ instructor provided by Contractor will provide the County-designated

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QAU personnel with Emergency Dispatch Quality Training. Contractor, not County, shall be responsible for all scheduling and compensation owed to any third-party providing the Emergency Dispatch Quality Training. The course shall facilitate QAU's understanding of the quality rationale, measurement methods, and applications. County shall provide a projector for the instructor and a classroom suitable for the number of designated trainees, as determined by the County Project Manager.

- (3) **ProQA® and AQUA® Software Training.** Contractor's software specialist will train all dispatch personnel in using the ProQA® software and Emergency Dispatch Quality ("ED-Q") personnel in using AQUA® case review software. Software training can be done on-site or remotely (online), allowing for greater flexibility in scheduling. Software training will require a training computer for each trainee.

### e) **Phase 4 – System Implementation.**

- i) **Project Team Review of the Completion of Specific Tasks Before Starting the PDS Implementation.** The Project Team will confirm and approve the configuration and policy development variables and County-identified field responders will complete awareness training provided by the Contractor, which is a presentation that outlines what processes will be changing (if any), software processes, dispatch codes a field feedback form. Emergency Dispatchers will complete practice scenarios and training simulations. Contractor will assist County with the development and rollout of public awareness campaigns.
- ii) **Field Orientation and Distribution of Field Responder Guides ("FRGs").** Contractor's staff shall provide to County field personnel a thirty (30) minute tutorial on the principles of the PPDS and its impact on operations to field personnel. Contractor shall provide a description of supporting documentation and a Field Responder Guide that clarifies the use of the protocol from a field and management perspective.
- iii) **Secondary Emergency Notification of Dispatch ("SEND") Orientation.** Contractor shall provide an orientation on the SEND Protocol. The SEND Protocol is 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 tutorial by Contractor.
- iv) **Public Education.** Contractor staff shall assist County to develop a public education program for County with the goal of messaging that the PDS implementation is an enhancement to the system rather than an effort to ration or deny service. Throughout the term of this Agreement, Contractor shall provide to County, at no additional charge, unlimited access to its online Public Information Officer ("PIO") Portal. Resources provided to the County through the PIO portal shall include, but are not limited to the following:
  - (1) Sample press releases, talking points, videos, and social media posts;
  - (2) Contractor and IAED logos; and
  - (3) PIO stakeholder PowerPoint presentations

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- f) **Phase 5 – Go-Live and Post Go-Live.**
- i) **Installation Checklist and Plan and Project Acceptance.** Contractor shall provide a written Project Implementation checklist and plan that details the plan for go-live and system acceptance. The Project Implementation checklist and plan shall also provide a brief outline and timeline of expected activities for on-site time and will require County Project Manager approval before go-live. The combination of a completed County-approved Project Implementation checklist and plan shall be presented to the County Project Manager for signature, which shall constitute Project Acceptance when signed. Minor exceptions, deviations, and other changes noted in the Project Implementation checklist and plan shall not delay Project acceptance, provided such exceptions and deviations do not materially impact the primary use and functions of the deployed systems, have been approved in writing by the County Project Manager in advance, and follow-up support or resolution from the Contractor has been communicated to the County Project Manager in writing. County shall provide written acknowledgement of Project completion and acceptance only after Contractor has successfully completed all tasks defined in the Project Schedule and in approved PCRs, and delivery of all Software and project Documentation.
  - ii) **Initiate the Use of PDS On-line.** Contractor staff shall provide onsite go-live oversight, support, and online coaching of CDC staff during the implementation of the PDS.
  - iii) **Ongoing DRC Support.** Contractor staff shall provide throughout Project Implementation ongoing support for DRC activities by attending separate or joint DRC and DSC meetings.
  - iv) **QA Review of County Calls.** Contractor personnel shall audit and review via a Securelink, 475 calls throughout Project Implementation, which number may be reduced or increased based on actual County call volume upon mutual written agreement. This estimated number of reviews is based on a County LAPD call volume of approximately 10,000 calls per year. At a minimum, Contractor shall perform reviews sufficient to comply with the minimum number of monthly random case reviews required to meet Accredited Center of Excellence (“ACE”) standards as defined by the ACE Online Portal Home Calculator found at <https://accreditation.emergencydispatch.org/en/home/calculator>.
  - v) **Review and Calibrate QA System Data.** Contractor personnel shall, throughout Project Implementation, review QA data and provide reports to County to determine what revisions or adjustments may need to be made. Contractor shall review calls based on their compliance with applicable standards, deviations from applicable standards, strengths, and opportunities for improvement. Contractor shall summarize both compliant and non-compliant calls in the review.
  - vi) **Developmental Support of Continuing Dispatch Education (“CDE”) Program.** Contractor staff shall review QA data to help the County Project Manager identify performance issues to aid in developing CDE topics. Contractor shall provide examples and curriculum outlines.
  - vii) **Ongoing Master Case Review of the QAU Case Reviewers and Recommendations for Performance Improvement.** For six (6) months after the completion of Project Implementation, Contractor staff shall review QAU case reviewer

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performance weekly to ensure compliance scoring and reporting is consistent with IAED accreditation requirements. County may, at County's sole discretion, request in writing that case reviews occur less frequently than weekly.

viii) **Response Configuration Modification Support.** Contractor staff shall assist County in making changes to response configurations after compliance to protocol has reached appropriate levels.

ix) **System Impact Evaluation.** Once changes to response configurations and modes have been implemented for two (2) months, Contractor staff, working with the County Project Manager and staff, will provide a written interim assessment regarding the impact of these changes on system performance. Contractor shall make further configuration adjustments to the PDS, as mutually agreed upon.

### g) **Phase 6 – IAED Accreditation**

i) **Master Review of Case Review Processes Prior to IAED Accreditation.** In addition to the ongoing master case review described above in Phase 5, for six (6) months after the completion of Project Implementation, Contractor staff shall provide an ongoing master case review of QAU-reviewed cases prior to and for the purpose of preparing County for IAED accreditation. County shall randomly select and submit to Contractor for review and recommendations to County compliance data on three (3%) percent of the calls received and processed by the CDC.

ii) **IAED Accreditation Submission Support.** When County is ready to submit its application for IAED Accreditation, at County's sole determination, Contractor shall assist County in preparing their IAED accreditation application and accompanying documentation.

h) **Phase 7- Ongoing Support, Consulting, and CDE On-site Days.** Contractor shall provide a maximum of four (4) on-site support, consulting and CDE days annually for any applicable protocol refresher, software, consulting, and continuing education requirements as determined necessary and requested by County to maintain MPDS, FPDS, and PPDS protocol performance and compliance. These four (4) days are included in the Platinum Extended Service Plan described in Exhibit A Table 2. Additional onsite Services may be requested by County and provided by Contractor as further described in Exhibit A Table 3. Contractor shall provide, at no additional cost to County, Regional Client Outreach ("RCO") support throughout the term of the Agreement, which includes, but is not limited to the following:

i) Provision of a dedicated RCO representative who serves as a point-of-contact for protocol support, operational questions, and community engagement; and

ii) Check-ins conducted by the RCO representative, at frequencies and in onsite or remote formats to be determined by the County and mutually agreed upon in writing.

### i) **Project Manager Duties.**

i) Contractor's Project Manager or designee shall:

(1) Work with the County throughout Project Implementation and serve as the first point of contact for all Project issues;

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- (2) Manage each phase of the Project, including installation, training, and all other contacts regarding the Project;
  - (3) Handle the escalation of problem-solving within Contractor's internal teams as well as with contacts within the County;
  - (4) Review all Project documents; and
  - (5) Maintain the Project Schedule and task list.
- ii) County's Project Manager or designee shall:
- (1) Serve as the communications interface and single point of contact during Project Implementation and will be the primary individual to sign off on the Project phases upon County acceptance;
  - (2) Coordinate and ensure the timely provision of all required County information needed for proper Project Implementation;
  - (3) Assign County personnel to the Project who can be on-site during Project implementation and acceptance;
  - (4) Help to resolve and escalate Project issues and problems within County staff; and
  - (5) Serve as the primary point of contact to receive Contractor-prepared documentation.
- j) **Project Status Reports.** Contractor's Project Manager shall provide to County Project Manager weekly Project plans and status reports via e-mail, advising on the progress and status of Contractor's Project activities. The report shall include the following:
- i) A regularly updated project schedule, noting key events, planned travel, and training schedules;
  - ii) Significant accomplishments, milestones, and problems identified;
  - iii) Status of tasks performed during the prior week;
  - iv) Activities planned for the next week and upcoming month;
  - v) Issues or concerns about activities that occurred in the previous week;
  - vi) Recommendations relating to problems or issues;
  - vii) Any other items that Contractor reasonably anticipates may affect the Project Schedule or otherwise materially impact the Project; and
  - viii) Billing information, if needed.
- k) **Software and Project Documentation.** Contractor shall provide electronic copies of system software and documentation, which may be on CD, DVD, or in PDF format. Contractor shall, upon County request, provide any other Project documentation, including but not limited to technical documentation and project planning documentation.
- 10) **Additional or Optional Products or Services.** Any additional or optional products or Services that are requested by County, at County's sole discretion, and provided by Contractor throughout the Term of this Agreement, shall be provided on a per-project, per-quote basis. Such additional or optional services shall be governed by the terms and conditions of this Agreement; must be procured in accordance with any applicable procurement laws, rules, or regulations; and shall only be provided by Contractor after receiving proper approval and authorization from County to proceed in accordance with all applicable County laws, rules, regulations, policies, and procedures.

**SECTION B. TERM:** The term of this Agreement shall commence November 19, 2025, and shall continue through November 18, 2030, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

- 1) **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED THIRTY-SIX AND 50/100 DOLLARS (\$375,536.50), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A.
- 2) **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the Term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section C(1) herein, unless approved by amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an amendment to this Agreement. This provision shall not be construed to conflict with County's discretion to determine when Contractor's additional or optional Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of all additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
- 3) **Invoices.** Invoices shall be submitted to County's Project Manager as described below showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.
  - a) **Project Implementation and Year One (1) Invoices.** As detailed below, Contractor shall submit an itemized invoice in amounts not to exceed those described below, not including NMGRT:
    - i) **Invoice 1** may be submitted two (2) months following the Effective Date, and subject to successful completion of Onboarding and Phase 1. Invoice 1 shall not exceed **THIRTY THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 12/100 DOLLARS (\$30,764.12)** which represents 25% of the total not-to-exceed amount of Exhibit A, Table 1, and shall be in accordance with the rate schedule set out in Exhibit A.
    - ii) **Invoice 2** may be submitted two (2) months following Invoice 1, and subject to successful completion of Phases 2 and 3. Invoice 2 shall not exceed **THIRTY THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 12/100 DOLLARS (\$30,764.12)** which represents 25% of the total not-to-exceed amount of Exhibit A, Table 1, and shall be in accordance with the rate schedule set out in Exhibit A.
    - iii) **Invoice 3** may be submitted two (2) months following Invoice 2, and subject to successful completion of Phases 4 and 5. Invoice 3 shall not exceed **THIRTY THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 12/100 DOLLARS (\$30,764.12)** which represents 25% of the total not-to-exceed amount of Exhibit A, Table 1, and shall be in accordance with the rate schedule set out in Exhibit A.
    - iv) **Invoice 4** may be submitted two (2) months following Invoice 3, and subject to successful completion of Phases 6 and 7. Invoice 4 shall not exceed **THIRTY THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 12/100 DOLLARS (\$30,764.12)** which represents 25% of the total not-to-exceed amount of Exhibit A, Table 1, and shall be in accordance with the rate schedule set out in Exhibit A.

## ATTACHMENT A

- b) **Annual ONE Plan Maintenance Package and Platinum Extended Service Plan.** Contractor shall invoice County annually on the anniversary of the Effective Date of this Agreement for Contract Years two through five (2-5) for the ONE Plan Maintenance Package and Platinum Extended Service Plan pursuant to Exhibit A, Table 2.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with

## ATTACHMENT A

the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. DUTY TO ABIDE:** Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

## ATTACHMENT A

**SECTION M. CHOICE OF LAW:** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION O. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION P. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

**SECTION Q. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the party failing to perform shall (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

**SECTION R. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of **the County Manager**.

ATTACHMENT A

**SECTION S. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor’s employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION T. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION U. TERMINATION:**

1. **Generally.** The County Manager may terminate this Agreement with or without cause upon ninety (90) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C and shall issue to County a prorated refund of any prepaid fees. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Decommission Process.** Upon expiration or termination of this Agreement, the Decommission Process shall occur and shall involve, among other activities, Contractor collecting all PDC’s intellectual property and Licensed Products, and exporting PDS data in a format that will give County access to historical records. County understands that PDC will come on site at their location(s) and County must provide a dedicated person to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products or materials found shall be immediately forwarded to PDC. County shall not be charged for any decommissioning activities.
3. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION V. NOTICE:** Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:  
 Project Manager  
 Consolidated Dispatch Manager  
 Incorporated County of Los Alamos  
 2500 Trinity Drive, Suite A  
 Los Alamos, New Mexico 87544

Contractor:  
 Legal Department  
 Priority Dispatch Corp  
 110 South Regent Street, Suite 500  
 Salt Lake City, Utah 84111  
 E-mail: legaldepartment@prioritydispatch.net

## ATTACHMENT A

E-mail:  
katherine.stoddard@losalamosnm.gov

With a copy to:  
County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544  
E-mail: ~Attorney@losalamosnm.gov

**SECTION W. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the Services described herein and expresses the entire Agreement and understanding between the Parties with reference to said Services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

**SECTION X. NO IMPLIED WAIVERS:** The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

**SECTION Y. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit B. Contractor must submit this form with this Agreement, if applicable.

**SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION AB. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**SECTION AC. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the Parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

## ATTACHMENT A

**SECTION AD. CONFIDENTIAL INFORMATION:** Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit C. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

### **SECTION AE. MODIFICATION OF AGREEMENT AND AMENDMENTS.**

1. This Agreement shall be modified only by mutual written consent of the Parties. No modification of, amendment, or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both Parties. All other provisions of this Agreement shall govern any amendment to this Agreement except for those provisions otherwise explicitly modified and mutually agreed-upon through the amendment.
2. County may at any time, as the need arises, request additional and optional products and services and as described herein without invalidating this Agreement, in accordance with any applicable County laws, policies, and procedures.
3. If any changes to this Agreement increase or decrease the costs of the Services within the not-to-exceed compensation amounts provided herein or in any subsequent amendments, then an equitable adjustment to the amount of compensation due for the Services shall only be authorized by amendment to this Agreement, as mutually agreed to by County and Contractor.
4. If changes to this Agreement increase the costs of the Services beyond the total not-to-exceed compensation amount specified in Section C(1), such an increase must be approved and authorized by an amendment to this Agreement, and such an amendment to increase the not-to-exceed compensation amount shall also require approval by the County Council.
5. Only the County Manager, or designee, shall have authority to authorize amendments to this Agreement on behalf of the County.
6. Notwithstanding the foregoing, nothing in Section AE shall be construed to conflict with the County Project Manager's ability to authorize mutually agreed-upon changes to the Project Plan and Project Schedule during initial Project Implementation, as described in Section A(8)(c).

(This section intentionally left blank)



ATTACHMENT A

**Exhibit A  
Compensation Rate Schedule  
AGR26-804**

**Table 1. Project Implementation and Year 1 Fees (November 19, 2025 – November 18, 2026)**

<b>Product or Service</b> Fees in this Table include, but are not limited to, all labor, materials, equipment, supplies, software and travel costs to complete Project Implementation as described herein.	<b>Discipline</b>	<b>Qty</b>	<b>Amount</b>
ProQA Production/Live License Automated calltaking software	Police	7	\$22,907.50
ProQA Backup/Test License Backup Software Licenses Offsite, backup location software	Police	3	\$3,300.00
AQUA® Case Review Software Quality Assurance (case review) software base engine and discipline module	Police	2	\$5,500.00
Xlerator Client Server Suite		1	\$3,850.00
Priority Dispatch Protocol Cardset Licensed manual protocol set for backup	Police	7	\$3,815.00
Protocol Pilot Guide Printed For resource, QA/QI, and training reference.	Police	5	\$995.00
Police SEND Cards - Box 100		1	\$55.00
Certification Training On-Site (Per) Protocol Training and Certification Materials, tuition and certification	Police	16	\$6,800.00
Certification Training ED-Q On-site (Per) Materials, tuition and certification (2 days, 16 hours)	Police	6	\$3,930.00
ProQA Software Training Remote Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	Police	16	\$2,864.00
AQUA® Software Training Remote Per person cost for a 6 hour course completed in a virtual, instructor-led environment		6	\$1,374.00
System Administration Training Remote - Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment		2	\$458.00
ProQA & AQUA Reports Training Remote - (4 hours) for administrators, managers and supervisors on ProQA and AQUA® reporting functions		2	\$358.00
Implementation Support Implementation support and quality management program development	Police	1	\$30,000.00

## ATTACHMENT A

Equip-QA Q-Support Post Go-Live case review and feedback	Police	475	\$12,350.00
ACE Accreditation New Application IAED fee for accreditation	Police	1	\$2,250.00
ProQA Backup/Test License ESP License Renewal, Service & Support	Police	3	\$450.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA®, Cardsets, Tech Support and Upgrades	Police	7	\$9,800.00
Priority Dispatch AI SkillLab: ProQA call taking training simulator powered by artificial intelligence (AI) Tier 2: 6-10 positions	Medical;Fire;Police	1	\$12,000.00
<b>Total Not to Exceed</b>			<b>\$123,056.50</b>

**Table 2. Annual ONE Plan Maintenance Package and Platinum Extended Service Plan**

<p><b>Annual fees for the One Plan Maintenance Package and Extended Service Plan are all-inclusive and include, but are not limited to, the following:</b></p> <ul style="list-style-type: none"> <li>• System License Renewal and Services and Support provided remotely 24/7/365 via e-mail or phone.</li> <li>• Medical/Fire/Police ProQA Production and Backup/Test License Annual Renewal</li> <li>• 4 3-Day Navigator Passports for IAED annual conference fees.</li> <li>• Trainings and Certifications Voucher in the amount of \$18,000.00, all of which shall be available to County to be utilized beginning upon the Effective Date of this Agreement.</li> <li>• Medical/Fire/Police ProQA A.I. SkillLab 6-10 positions</li> <li>• Maximum of four (4) onsite consulting, support, and CDE days per contract year. If unused in a contract year, County forfeits these days and they do not accrue or roll over into the next contract year.</li> </ul>			
Contract Year	Discipline	Qty	Amount
Year 2 (11/19/2026 – 11/18/2027)	Medical;Fire;Police	1	\$49,870.00
Year 3 (11/19/2027 – 11/18/2028)	Medical;Fire;Police	1	\$49,870.00
Year 4 (11/19/2028 – 11/18/2029)	Medical;Fire;Police	1	\$49,870.00
Year 5 (11/19/2029 – 11/18/2030)	Medical;Fire;Police	1	\$49,870.00
<b>Total Not to Exceed</b>			<b>\$199,480.00</b>

**Table 3. Additional and Optional Products and Services**

<p>Any additional or optional products or services that are requested by County, at County's sole discretion, and provided by Contractor throughout the term of this Agreement, shall be provided on a per-project, per-quote basis, pursuant to Section A(10) and AE, and only after receiving proper approval and authorization by the County to proceed in accordance with all applicable County laws, rules, regulations, policies, and procedures.</p>		
REF NO.	DESCRIPTION	Not-to-Exceed Amount
1	<p><b><u>Daily Rates</u></b> Daily per-person rates for additional and optional services <b>shall not exceed \$3,250.00 per day per person</b> for on-site Services, which shall include all fees, including travel.</p>	<b><u>\$3,250.00 per day per person</u></b>
2	<p><b><u>Materials</u></b> Contractor may invoice County at actual cost for additional materials provided by or purchased by Contractor while providing additional and optional Services under this Agreement, along with a copy of the invoice from Contractor's supplier, or a quote provided to County in advance if the materials are produced by Contractor. Any such charges are subject to County Project Manager written pre-approval.</p>	<b>\$3,000.00</b>

## ATTACHMENT A

	Unless otherwise required by laws, rules, regulations, or policies, or determined necessary by County, at County's sole discretion, an amendment to this Agreement is generally not required for the provision of County-requested materials unless provision of such materials exceeds the not-to-exceed capped amount of this line item.	
3	<p><b><u>Other Additional and Optional Products and Services</u></b></p> <p>Other additional and optional products and services include, <u>but are not limited to</u> those listed below:</p> <ol style="list-style-type: none"> <li>1. Additional IAED annual conference Navigator Passports</li> <li>2. Additional amounts to be added to training and certification vouchers</li> <li>3. Additional onsite consulting, support, and CDE days</li> <li>4. Continuous ongoing QA review throughout the Term of the Agreement after initial Project completion.</li> <li>5. Permit Fees (if applicable)</li> <li>6. Additional products, software, modules, apps, and professional services</li> <li>7. Integrations with or data migrations to and from other County systems or software</li> </ol> <p>Unless otherwise required by laws, rules, regulations, or policies, or determined necessary by County, at County's sole discretion, an amendment to this Agreement may not be required for the provision of County-requested items 3.1 – 3.5 in this Table unless provision of such items in aggregate exceeds the not-to-exceed capped amount of this line item. The County Project Manager may request such items in writing.</p> <p>For County-requested items 3.6 – 3.7 in this Table, at County's sole discretion, an amendment to this Agreement may be required for the provision of such products and services for the purpose of clarity, even if the provision of such items does not exceed the not-to-exceed capped amount of this line item.</p> <p>Notwithstanding the foregoing, County reserves the right, at County's sole discretion, to require or not require an amendment to this Agreement for the provision of any and all other additional and optional products and Services requested by County.</p>	<b>\$50,000.00</b>
<b>Total Not to Exceed</b>		<b>\$53,000.00</b>

## ATTACHMENT A

### Exhibit B Campaign Contribution Disclosure Form AGR26-804

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

ATTACHMENT A

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a  member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following-COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>			
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	<b>CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	<b>NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

ATTACHMENT A

**Exhibit C  
Confidential Information Disclosure Statement  
AGR26-804**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

- 1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	<b>Contractor</b>	<b>County</b>
<b>Name:</b>	Simón Cantarero	Katherine Stoddard
<b>Title:</b>	General Counsel	Consolidated Dispatch Manager
<b>Address:</b>	110 S Regent St. STE 500	2500 Trinity Drive, Suite A
<b>City/State/Zip:</b>	Salt Lake City, UT 84111	Los Alamos, New Mexico 87544
<b>Email:</b>	Simon.cantarero@prioritydispatch.net	katherine.stoddard@lacnm.us

- 2. Definitions:
  - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
  - b) **Discloser** - the party disclosing Confidential Information.
  - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser’s prior written approval.
  - d) **Recipient** – the party receiving Confidential Information.
- 3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

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**Exhibit D  
County's Technology Standards  
AGR26-804**

Contractor warrants that products and Services provided by Contractor shall, throughout the term of this Agreement, conform to the applicable County Technology Standards, as described below.

Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.
Server Hardware (On-Premise)	<b>Preferred:</b> Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred.  Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County IM Division with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges; user cannot install software and shall not have administrative rights.
Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports.  Support deployment onto Azure Virtual Desktop (AVD) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS), Google Cloud Platform or Oracle Cloud Infrastructure (OCI)

## ATTACHMENT A

Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 & 11 at current Service Pack (SP).
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.
Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2019 and above. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> <li>• Passwords are not permitted to be transported in clear/plain text.</li> <li>• Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA.</li> <li>• Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required.</li> <li>• Vendor software must use standard Access &amp; Connection architecture for accessing databases on the County MS-SQL Environment.</li> <li>• Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor.</li> </ul> <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.
Intranet: Collaboration and Web Publishing (On-Premise & Hosted)	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.

## ATTACHMENT A

<p>Email (On-Premise &amp; Hosted)</p>	<p>Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.</p>
<p>Geographic Information Standards (GIS) (On-Premise &amp; Hosted)</p>	<p>The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.</p>
<p>Mobile Devices</p>	<p>Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.</p>
<p>Security (On-Premise)</p>	<p>Intranet devices must be capable with multi-factor authentication (MFA) using the County's current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.</p> <p>SSL (Secure Socket Layer) / TLS (Transport Layer Security) encryption is required for secure connection of both internal and external facing web applications.</p> <p>Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA.</p> <p>Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).</p>
<p>Records</p>	<p>Shall conform to Los Alamos County Records and Information Governance Policy #0310</p>
<p>E-Signature</p>	<p>Shall conform to Los Alamos County E-signature Policy #1220.</p>
<p>Hosted/Cloud Based Services</p>	<ul style="list-style-type: none"> <li>• Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States.</li> <li>• Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA.</li> <li>• SSL (Secure Socket Layer) / TLS (Transport Layer Security) encryption is required for secure connection.</li> </ul>

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	<ul style="list-style-type: none"><li>• Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored.</li><li>• Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format.</li></ul>
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# ATTACHMENT A

## Exhibit E Sample CJIS Addendum AGR26-804

### FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### 1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

#### 2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

#### 3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

#### 4.00 Security Violations.

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- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
  - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.00 Audit
- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306



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## Exhibit F Software Functionality AGR26-804

Throughout the term of this Agreement, Contractor shall ensure that Contractor's software provides the following minimum functionality. County agrees that Contractor may amend, enhance, or modify the software from time to time, but at no time will the software fail to meet the minimum functionality stated herein. County may, at County's sole option, request new or additional software functionality offered by Contractor as a reseller, pursuant to Section A(10).

### PRO QA PARAMOUNT SOFTWARE

1. Immediate Dispatch Capability
  - The software shall enable the immediate dispatch of First Responders upon initiation of case entry in life-threatening emergency scenarios, without requiring completion of the full call-taking protocol.
  - The software shall support continued data collection and case refinement while responders are en route.
2. Contextual Information Display
  - The software shall provide real-time, context-sensitive prompts, instructions, and informational cues to Emergency Dispatchers based on the nature and progression of the case.
3. Post-Dispatch Instruction Logging
  - The software shall allow Emergency Dispatchers to mark Post-Dispatch Instructions as completed.
  - The software shall automatically log completed instructions in the Case Summary to prevent redundant questioning by other dispatchers.
4. Dynamic Instruction Selection (Target Tool)
  - The software shall support dynamic reassessment and modification of dispatch instructions during active calls.
  - The software shall allow Emergency Dispatchers to pivot to more appropriate protocols or instructions as situational details evolve.
5. Collaborative Case Summary Access
  - The software shall generate and maintain a real-time Case Summary accessible to all authorized Emergency Dispatchers.
  - The Case Summary shall include detailed, up-to-date information to facilitate seamless handoffs and coordinated response efforts.
6. Stroke Diagnostic Tool
  - The software shall provide a guided, step-by-step diagnostic process for identifying signs of stroke in third-party individuals.
  - The tool shall utilize a point-based scoring system to classify the likelihood of stroke, ranging from "No Sign of a Stroke" to "Clear Sign of a Stroke."
7. Trimester Calculator
  - The software shall include a pregnancy stage calculator to assist Emergency Dispatchers in determining the current trimester of a pregnant caller.
  - The tool shall support appropriate care recommendations and post-dispatch instructions based on the calculated trimester.
8. CPR Compression Tracker
  - The software shall incorporate a CPR Compression Tracker to assist Emergency Dispatchers in guiding Dispatcher-Directed CPR.
  - The tool shall track compression timing, breathing intervals, and provide prompts aligned with current CPR best practices.
9. Critical Apprehension Description Essentials (CADE) Tool

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- The software shall include the CADE Tool to facilitate rapid collection and transmission of essential suspect or subject descriptions during high-acuity, low-frequency incidents.
10. Stuck Accelerator Tool
    - The software shall provide a guided tool to assist Emergency Dispatchers in identifying the type of vehicle involved in a stuck accelerator incident.
    - The tool shall guide the caller through safe vehicle-stopping procedures and support rapid dispatch of appropriate assistance.
  11. Explosive Device Description Tool
    - The software shall include a tool for collecting and transmitting detailed information regarding suspected explosive devices.
    - The tool shall ensure that responders receive accurate and timely information to enhance scene safety and response effectiveness.
  12. Lost Person Description Essentials Tool
    - The software shall provide a structured tool for gathering and relaying critical descriptive information in lost person cases.
    - The tool shall prioritize rapid information delivery to responders to support timely search and recovery efforts.
  13. Chemical Suicide Tool
    - The software shall include a diagnostic and guidance tool for identifying and responding to suspected chemical suicide incidents.
    - The tool shall support safe response planning, including protection of callers, bystanders, and emergency personnel.
  14. Sinking Vehicle Tool
    - The software shall provide a step-by-step tool to assist Emergency Dispatchers in guiding callers through escape procedures from a sinking vehicle.
    - The tool shall support determination of appropriate response resources and prioritize caller safety.

### AQUA INFINITY SOFTWARE

1. Enhanced Case Review Interface
  - The software shall provide a visual, step-by-step interface for reviewing emergency dispatch cases.
  - The interface shall include designated fields for user-entered notes at each step of the call review process to support Quality Assurance (QA) personnel in organizing observations and findings.
2. User Location Flexibility
  - The software shall support remote access to Case Review and reporting functionalities from any device connected to the agency's secure intranet.
  - The system shall not require installation on a specific machine for access to QA tools or data.
3. Custom Tagging and Advanced Search
  - The software shall allow users to create and assign custom tags to cases and data entries.
  - The system shall include an advanced search function that leverages custom tags to enable tailored data retrieval and analysis.
4. Simple and Savable Reports
  - The software shall support the generation of standard and custom reports through a user-friendly interface.
  - The system shall allow users to save frequently used report configurations for expedited future use.
5. Centralized Software Updates
  - The software shall support centralized updates via the agency's server infrastructure.

## ATTACHMENT A

- Upon update deployment, the new software version shall be made immediately available to all authorized devices accessing the system.
6. Radio-Q Functionality
- The software shall include a QA review function for evaluating dispatcher performance in managing field radio communications up to the point of Incident Scene Command.
  - This functionality shall be compliant with Academy-approved standards and shall be included in a scheduled software update release.

### AI SKILLLAB EMERGENCY DISPATCHER TRAINING PLATFORM

1. Simulated Call Interaction
  - The software shall provide real-time, voice-based simulated emergency calls using AI voice technology to replicate realistic caller interactions.
  - The system shall allow Emergency Dispatchers to practice call handling within the ProQA Paramount environment without requiring live role-play participants.
2. Reduction of Live Role-Play Dependency
  - The software shall minimize the need for in-person trainers or staff to conduct role-play training sessions by providing automated, AI-driven simulations.
  - The system shall support independent trainee use, enabling training coordinators to allocate time to higher-priority responsibilities.
3. Realistic Simulation Experience
  - The software shall deliver simulations that closely mirror real-life emergency calls in tone, pacing, and caller behavior.
  - The system shall maintain trainee engagement through dynamic and varied AI-generated caller personas and scenarios.
4. Structured Performance Feedback
  - The software shall provide tools for trainers to review trainee performance, including metrics, transcripts, and scenario outcomes.
  - The system shall support the delivery of structured feedback to identify strengths, areas for improvement, and guide future training assignments.
5. Unlimited Practice of High-Acuity, Low-Frequency Calls
  - The software shall include a library of high-acuity, low-frequency emergency scenarios for repeated practice.
  - The system shall allow trainees to engage in unlimited practice sessions to build confidence and procedural fluency.
6. Scenario and Persona Diversity
  - The software shall feature an expanding catalog of emergency scenarios and caller personas to expose trainees to a wide range of call types and communication styles.
  - The system shall simulate realistic human behavior and emotional responses to enhance trainee preparedness.
7. Role-Specific Functionality
  - For Emergency Dispatchers, the software shall support skill development in handling complex call types, mastering ProQA Paramount protocols, and avoiding training fatigue.
  - For Training Coordinators, the software shall include tools to assign specific scenarios to individuals or teams based on identified training needs.
  - For Communications Center Directors, the software shall provide automated training capabilities that support staff retention, reduce trainer workload, and deliver immediate performance insights to accelerate trainee development.

### PPDS

1. Configurable Jurisdictional Protocols
  - The software shall include over 100 Jurisdictionally Approved Questions and Instructions that can be selectively enabled or disabled within the ProQA® interface.

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- The system shall support customization of call workflows and response pathways to align with agency-specific policies, including the use of non-traditional responses and referrals for non-urgent events.
2. Structured Police Calltaking System
    - The software shall implement a structured calltaking protocol for law enforcement incidents, powered by ProQA® and recognized as the industry standard of care.
    - The system shall be based on protocols developed and maintained by the International Academies of Emergency Dispatch® (IAED®), including input from its 17 boards, councils, and College of Fellows.
    - The software shall be capable of handling a wide range of law enforcement call types while supporting officer, victim, and bystander safety.
  3. Quality Assurance and Improvement System
    - The software shall include a Quality Assurance (QA) and Improvement System designed to evaluate dispatcher performance against established best practices.
    - The QA system shall allow for the tracking, measurement, and analysis of call handling performance to support continuous improvement and ensure consistent service quality.
    - The system shall support coaching and feedback mechanisms to enhance dispatcher development and accountability.
  4. Operational Efficiency and Risk Reduction
    - The software shall be designed to reduce call handling times, improve operational efficiency, and decrease agency liability through standardized and defensible calltaking practices.
    - The system shall support data-driven decision-making and documentation to ensure transparency and compliance with legal and procedural standards.

### MPDS

1. Structured Emergency Medical Calltaking
  - The software shall implement a structured emergency medical calltaking system that provides calltakers with standardized, protocol-driven language to gather critical information, dispatch appropriate medical resources, and deliver pre-arrival instructions.
  - The system shall enable consistent and accurate call handling regardless of the calltaker's experience level, including support for high-acuity and uncommon medical emergencies.
2. Protocol-Based System Architecture
  - The software shall include 36 distinct medical dispatch protocols, each developed by subject matter experts, supported by scientific research, and validated through operational use.
  - The system shall reduce operational complexity and risk by guiding calltakers through a structured, decision-support framework rather than relying on unstructured or freelance calltaking practices.
3. Quality Assurance and Improvement Program
  - The software shall include a robust Quality Assurance (QA) and Improvement Program that enables systematic case review and performance measurement.
  - The QA system shall support continuous improvement by identifying trends, measuring compliance with protocol, and providing actionable feedback to dispatch personnel.
  - The system shall provide tools for QA teams to ensure that emergency communications consistently meet or exceed established standards of care.
4. Operational Risk Reduction and Standard of Care Compliance
  - The software shall be designed to reduce liability, enhance responder and citizen safety, and ensure compliance with the recognized standard of care in emergency medical dispatch.
  - The system shall support consistent, defensible, and auditable calltaking practices that align with best practices and regulatory expectations.

### FPDS

1. Structured Fire-Rescue Calltaking Protocol

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- The software shall implement a comprehensive, protocol-based fire-rescue calltaking system that enables Emergency Fire Dispatchers™ (EFDs™) to gather critical incident information and dispatch appropriate resources efficiently.
  - The system shall support consistent call handling regardless of dispatcher experience level, ensuring accurate and timely response to all fire-related emergencies.
2. Pre-Arrival and Post-Dispatch Instruction Delivery
    - The software shall include extensive Pre-Arrival Instructions (PAIs) and Post-Dispatch Instructions (PDIs) that enable EFDs to provide lifesaving guidance to callers and bystanders while responders are en route.
    - The system shall include exclusive “Fight for Your Life” instructions for high-risk scenarios, not available in any other dispatch protocol system.
  3. Enhanced Safety and Informed Response
    - The software shall support the collection and transmission of detailed incident information to responding units, thereby increasing the safety of firefighters, callers, and the general public.
    - The system shall enable direct caller and bystander intervention through guided instructions, improving outcomes in time-critical situations.
  4. Locally Defined Response Prioritization
    - The software shall allow for maximum jurisdictional flexibility by enabling agencies to define and prioritize response configurations based on local operational policies and resource availability.
    - The system shall support the most extensive set of locally configurable inputs in the emergency dispatch industry.
  5. User-Friendly Interface and Operational Accessibility
    - The software shall be delivered through the ProQA® platform and shall provide an intuitive, easy-to-navigate interface suitable for both new and experienced dispatchers.
    - The system shall facilitate rapid onboarding and training through its structured and user-centric design.
  6. Advanced Protocol System and Dispatcher Confidence
    - The software shall provide access to the most advanced and globally recognized fire-rescue dispatch protocol system, enhancing dispatcher confidence and operational consistency.
    - The system shall be maintained in accordance with evolving best practices and expert guidance from the International Academies of Emergency Dispatch® (IAED®).
  7. Disaster and Catastrophic Incident Management
    - The software shall support the management of large-scale and catastrophic incidents, including wildfires, structural fires, technical rescues, and weather-related disasters, through a unified protocol framework.
    - The system shall enable agencies to manage complex events using a single, scalable protocol system.

# ATTACHMENT A

## **Exhibit G Contractor's End-User License Agreement AGR26-804**

(This Exhibit is attached hereto for reference purposes only.)

**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 that***

- (1) they are duly authorized to do so for and on behalf of the Client; and***
- (2) 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, hard-copy flip cards, and Documentation that you receive from PDC in connection with this Agreement and as further identified in Customer’s invoice or quote from PDC. Documentation means any and all manuals, instructions and other documents or 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, and you do not have the right to share, distribute, publish, make available for interface or otherwise disseminate the Software or License Product to third parties.

**2. *A PDC Product.*** The Software (including its content) and any and all copies thereof and derivatives or variations 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, or allow third parties to infringe upon or have unauthorized use of, any of these exclusive intellectual property rights of PDC and that you will not attempt, or allow others to 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”).

# ATTACHMENT A

### **3. Stations, Licensed Stations, Number of Licensed Stations.**

a. "Stations" refers to any computers, terminals, nodes, computer-aided dispatch stations, workstations, or any similar setup that are in your possession or control and on which call-takers or dispatchers perform their work, including use of the Software. Stations are physical or virtual hardware systems capable of operating the Software but are not necessarily licensed to do.

b. "Licenses" refer to the specific rights you have obtained to use the Software by paying the required License Fee to PDC. You are only authorized to concurrently use and access up to the maximum number of Licenses that have been paid for under this Agreement. Although you may have multiple Stations capable of running the Software, you are only allowed to use the Software on as many Stations as the maximum number of Licenses you have purchased.

c. "Training Stations" are specific Stations that may access the Software solely for the purpose of training personnel in the use of the Software's call-center or dispatch functions. Training Stations are not permitted to handle real or live call activity and do not count toward the number of Licenses.

d. "Backup Stations" are specific Stations designated exclusively for emergency or contingency purposes. These Stations may access the Software only when Stations are rendered inoperable. Backup Stations must be configured to remain non-operational under normal conditions and shall not be used concurrently with Licenses. Backup Stations are not included in the Number of Licenses but require a separate designation and are only licensed for limited, non-concurrent use.

**4. License of Software.** PDC grants to Customer a revocable, non-exclusive, non-transferable, non-sublicensable limited license (the "License") to use the Software on Licensed Stations, Training Stations, or Backup 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 Extended Service Plan (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 (a) making any other copies, derivatives, or variations of the Software, system protocols, or anything in the PDS<sup>®</sup>; (b) making any use of the Software in any manner not licensed by this Agreement; or (c) allowing third parties to use, copy, or otherwise access the Software or License Products.

**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; or (d) allow third parties to do the same, whether or not in your behalf.* 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 noted elsewhere in this Agreement) are not in breach of this section. You acknowledge that a 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 to obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against a material breach or threatened breach of the Agreement or infringement of intellectual property rights, 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, or third parties affiliated with 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 provide or make available online or through another hosted environment the Software or other products, services, or platforms (collectively, "**Cloud Services**") 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 Agreement, PDC hereby grants

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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 its 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 or any underlying Customer Agreement.

(ii) *Documentation License.* Subject to the terms and conditions contained in this Agreement, or as otherwise stipulated in a Customer Agreement, PDC hereby grants Customer a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use any 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 use, nor allow any Authorized Users or third parties to use, permit, or access, 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.

**9. Artificial Intelligence (AI) Technology.** Customer is absolutely prohibited from using, or allowing any vendor, supplier, contractor, agent, or employee of Customer to use for itself or in Customer’s behalf, any technology which purpose is to apply any kind of artificial intelligence analysis to Licensed Products, Confidential Information, or any intellectual property of PDC or the IAED.

- a. Should Customer learn that Confidential Information, Licensed Product, or any data, content, or intellectual property of PDC or IAED has been used in or with AI Technology without PDC permission, Customer shall immediately notify PDC in writing and shall inform PDC of the AI Technology or services being contracted by Customer and identify the supplier, contractor, or vendor of such technology. In the event of any such use or disclosure, PDC or IAED may, in its sole discretion, deny the use of AI technology in the performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided. Customer shall fully indemnify and hold PDC and IAED harmless from all claims, losses, or damages related to Customer’s use of AI Technology.
- b. The following materials are considered protected Intellectual Property of IAED, PDC and PSI and may not be utilized, directly or indirectly in the training or development of AI Technologies. Intellectual Property includes but is not limited to protocols, training curriculum, seminars, case transcripts, case review methods, Quality Performance Review standards and/or scoring process, manuals, textbooks, update guides, CDE material, training exercises, and feedback methods.
- c. For purposes of this Agreement, AI Technology means any artificial intelligence capable of or enables machine learning capabilities, including, but not limited to, Reactive AI, Limited Memory AI, Generative AI, Predictive AI, Computer Visions AI, Conversational AI and/or Learning Language Models; and includes any software, service, application, or platform that processes, involves, has access to, is exposed to, utilizes, generates, learns, stores, adopts, copies, modifies, impacts, or potentially impacts Confidential Information or any intellectual property, data, systems, goods, services, or products of PDC or IAED.

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

**11. 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

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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.

**12. Use of Software; Updates.** You may only use the Software in compliance with this Agreement and the Documentation. PDC periodically issues Updates or revisions to the Software that include updates and inclusion of the most current system protocols developed and issued by the International Academies of Emergency Dispatch (IAED), and may issue bulletins or advisories concerning use of the Software (see also, "Updates" in the ESP). Failure to implement such PDC-provided Updates or revisions within 90 days of PDC providing them will constitute a 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."

**13. 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 the specifics 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/or any printed copies or facsimiles of same 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.

**14. 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.

**15. 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.

**16. 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

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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.

### **17. Customer Responsibilities.**

a. 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.

b. Customer Data. Customer hereby grants to PDC a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display anonymized and aggregated 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.

c. 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.

d. 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.

**18. 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.

**19. 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.

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

b. 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.

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**20. Inspection.** PDC may, from time to time and at its own expense and option, and with your cooperation and permission, inspect your facilities, CAD systems, 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. THIS CLAUSE SHALL REMAIN IN EFFECT BEYOND THE TERM OF THE CONTRACT AND/OR DECOMMISSION.

**21. 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.

**22. 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 OR REPLACEMENT EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC AND IAEDARE 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 DATA AND LOGIC SYSTEMS CONTAINED IN THE SOFTWARE.

**23. 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 IS 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.

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

**25. 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.

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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.

### **26. 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.

**27. 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 this Agreement or any U.S. laws or regulations.

**28. 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.

**29. 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.

**30. 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

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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.

**31. 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.

**32. 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.

**33. 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.

**34. 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), Cardsets, 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 certain 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 its sole discretion, may modify and replace this ESP from time to time and any prior ESP is then 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 immediate 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

## ATTACHMENT A

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. This must be done to ensure that the public's access to the most current medical and/or public safety standard of care and practice is reasonably available to all 911 callers.

- 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 and reasonably protected from unauthorized intrusion, access, modification or theft. 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 and make known such failures to the medical director or the PS leadership of the client.
- 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 allowed and 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 and/or appropriate Boards, Councils, or Committees 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 and remain current at [https://support.prioritydispatch.net/int\\_notification.php](https://support.prioritydispatch.net/int_notification.php). You acknowledge that failure to register and remain current 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 or necessary to maintain the current standards of care and practice 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 EPDS."

**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.*

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**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.

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**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, CALLED A “PROPOSAL FOR CHANGE”, 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. A Proposal for Change may be submitted at <https://www.emergencydispatch.org/what-we-do/proposal-for-change>.

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**11. *Unsafe Practices.*** Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards, system protocols, or any other part or content of the PDS<sup>®</sup> 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, i.e., a Proposal for Change. 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 prohibited, PDC and the IAED disclaim any liability and 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 is 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 the ProQA OMEGA-PLUS License which includes additional and supplemental OMEGA determinant codes or a “no-send” or “referral” option for an additional cost. Granting the ProQA OMEGA-PLUS License is contingent upon Client being an Accredited Center of Excellence (ACE) by the IAED and using the ECNS (LowCode) under a separate ECNS (LowCode) License. Any implementation of any such modifications without the ProQA OMEGA-PLUS License and the ECNS (LowCode) and the use of the Software by non-IAED certified individuals or ACE-Accredited Clients will be considered an Unsafe Practice and subjected to license use revocation. .

**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. *Quality Performance Review (QPR).*** QPR is a quality assurance service provided by PDC. In the event Customer utilizes QPR, the following shall apply:

**a. Pre-QPR:** 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. QPR Technical Process:**

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iv. Customer will allow PDC to have remote server access using SecureLink<sup>®</sup> software to a dedicated physical or virtual workstation configured with AQUA<sup>®</sup>, ProQA<sup>®</sup> Admin Utility, XLerator<sup>®</sup>, and the Customer's audio logger/recorder.

v. 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.

vi. PDC will audit calls remotely using SecureLink. An additional AQUA<sup>®</sup> software License per discipline will be provided by PDC for the QPR Reviewer's access for the term of contract, along with an accompanying voice logger integration license.

vii. Customer understands that they must always update to the latest version of AQUA<sup>®</sup>.

viii. If there is a customer related issue (technical or otherwise) that prevents the QPR 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:

ix. QA shall be done according to the IAED standards for Accreditation [http://www.emergencydispatch.org/standards\\_for\\_accreditation](http://www.emergencydispatch.org/standards_for_accreditation).

x. Customer will receive weekly completed QA cases in AQUA<sup>®</sup> based on the QPR timeline established by the parties. This will allow Customer to give appropriate and timely feedback.

xi. Customer must identify an individual to provide case review feedback to dispatchers as provided to them by the QPR reviewer. This individual must be certified by the IAED as an ED-Q. Customer's contact person (ED-Q) will work directly with the QPR 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 QPR 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.

xii. 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 QPR Reviewer's audit and comments. If the ED-Q does not understand or agree with the QPR 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 QPR 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

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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, Pilot 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.

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**Exhibit H**  
**Contractor's Service Level Agreement**  
**AGR26-804**

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**ATTACHMENT A**  
**SERVICE LEVEL AGREEMENT**  
**FOR PRIORITY DISPATCH AND PRIORITY SOLUTIONS SOFTWARE SUPPORT**

Our Software Support Department provides 24/7/365 support via phone and emails. Our normal business hours are M-F, 6:30 am-5 pm MST. We have partnered with Mutiara Teknologi in Malaysia to cover tier 1 support calls and emails and their hours of operation are M-F, 5 PM-12 AM MST. Our after-hours emergency support is available by contacting Support at 866-777-3911 (US and Canada) or 801-363-9127 (for international locations) and selecting "ProQA down." Software Support can also be reached through The Support Community (www.support.prioritydispatch.net). Once registered, the Community allows agencies to create cases and request software. To register, please contact Software Support.

Service level agreement for calls to the PDC/PSI Software Support desk will fall into one of four categories.

All calls will be system recorded and available to users (via Web access) for ongoing review and monitoring. All calls will be recorded for quality assurance purposes and entered into the Service Logs.

The priority will be set by the user and reviewed to ensure correct categorization.

**1. DEFINITIONS.**

1.1 In addition to the capitalized terms defined elsewhere in this Agreement, the following terms used herein shall have the meanings ascribed to them below:

1.1.1 **"Classification"** shall mean the impact of system operations as defined in the following table:

<b>Severity 1</b>	<b>Urgent / Critical</b> <ul style="list-style-type: none"> <li>› Complete loss of business function (with no workaround) where more than 10% of the users are affected.</li> <li>› Complete loss of business function (with an existing workaround) where more than 50% of the users are affected</li> <li>› Partial loss of business function (with no workaround) where more than 25% of the users are affected</li> </ul>
<b>Severity 2</b>	<b>High</b> <ul style="list-style-type: none"> <li>› Complete loss of business function (with no workaround) where less than or equal to 10% of the users are affected.</li> <li>› Complete loss of business function (with an existing workaround) where 10-50% of the users are affected</li> <li>› Partial loss of business function (with no workaround) where 10-25% of the users are affected</li> </ul>
<b>Severity 3</b>	<b>Medium</b>

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	<ul style="list-style-type: none"> <li>› Complete loss of business function (with an existing workaround) where less than or equal to 10% of the users are affected</li> <li>› Partial loss of business function (with no workaround) where less than 10% of the users are affected</li> <li>› Partial loss of business function (with an existing workaround) where more than 50% of the users are affected</li> </ul>
<b>Severity 4</b>	<p><b>Low</b></p> <ul style="list-style-type: none"> <li>› Partial loss of business function (with an existing workaround) where less than or equal to 50% of the users are affected</li> <li>› Requests for non-critical operating assistance and clarification</li> <li>› Minor bugs not affecting business functions</li> </ul>

1.1.2 **“Standard Support”** shall consist of: (i) accepting and handling Customer calls; (ii) troubleshooting to the point of verifying that there is an error and that the error, if any, is either in the Product or is associated with the Product; (iii) telephone and remote diagnostic support to Customer with regard to the operation and utilization of the Product; and (iv) maintenance modifications, error corrections or bug fixes necessary to bring the Product into substantial conformance with the Specifications.

1.1.3 **“Support Center”** shall mean the LICENSOR’s facility from which support obligations are to be provided hereunder.

1.1.4 **“Workaround”** shall mean a change in the way Customer accomplishes a task using the Product which may be temporary to help avoid previously-discovered errors.

1.1.5 **“Service Level Metrics”** shall mean how LICENSOR responds to requests for service under this agreement:

Metric	Measure – Standard
Abandonment rate	Call abandonment rate of less than 5%
Call answering	90% of all telephone calls answered within 60 seconds

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Incident Response	<ul style="list-style-type: none"> <li>• <b>Severity 1 Incidents</b> – 90% Responded to within two hours from reporting, the remainder within four hours</li> <li>• <b>Severity 2 Incidents</b> – 90% Responded to within 4 hours of reporting, remainder within 8 working hours</li> <li>• <b>Severity 3 Incidents</b> – 90% Responded to within 8 hours of reporting, remainder within 12 hours</li> <li>• <b>Severity 4 Incidents</b> – 90% Responded to within 5 working days of reporting, remainder within 10 working days</li> </ul>
Escalation	<ul style="list-style-type: none"> <li>• <b>Severity 1 Incidents</b> – 95% escalated within two hours from reporting and every 4 hours thereafter</li> <li>• <b>Severity 2 Incidents</b> – 95% escalated within 4 hours of identification, and every 16 working hours thereafter</li> <li>• <b>Severity 3 Incidents</b> – 95% escalated within 8 working hours of identification, then as per reporting measure</li> <li>• <b>Severity 4 Incidents</b> – 95% escalated within 5 working days of identification, then as per reporting measure</li> </ul>
Metric	Measure – Standard
Abandonment rate	Call abandonment rate of less than 5%
Call answering	90% of all telephone calls answered within 60 seconds
Incident Response	<ul style="list-style-type: none"> <li>• Severity 1 Incidents – 90% Responded to within two hours from reporting, the remainder within four hours</li> <li>• Severity 2 Incidents – 90% Responded to within 4 hours of reporting, remainder within 8 working hours</li> <li>• Severity 3 Incidents – 90% Responded to within 8 hours of reporting, remainder within 12 hours</li> <li>• Severity 4 Incidents – 90% Responded to within 5 working days of reporting, remainder within 10 working days</li> </ul>
Escalation	<ul style="list-style-type: none"> <li>• Severity 1 Incidents – 95% escalated within two hours from reporting and every 4 hours thereafter</li> <li>• Severity 2 Incidents – 95% escalated within 4 hours of identification, and every 16 working hours thereafter</li> <li>• Severity 3 Incidents – 95% escalated within 8 working hours of identification, then as per reporting measure</li> </ul>

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- Severity 4 Incidents – 95% escalated within 5 working days of identification, then as per reporting measure

1.1.6 **“Response”** shall mean the period from when a call is registered with the Service Desk to the time when a LICENSOR technician contacts the requestor with the intent of resolving the incident.

1.2 All other capitalized terms used in this Exhibit and not otherwise defined herein shall have the meanings ascribed to them in the main portion of the Agreement.

## 2. MAINTENANCE AND SUPPORT.

2.1 LICENSOR will be responsible for providing Standard Support to Customers.

2.2 LICENSOR will provide Customer with access to LICENSOR’ technical support personnel at the Support Center. Support Center personnel shall be available for telephone contact Monday through Friday (6:30 AM- 5:00 PM) local time (Mountain Time) at the Support Center, exclusive of LICENSOR’ local holidays. Notwithstanding the foregoing, LICENSOR will ensure that Customer has the ability to contact a Support Center technicians twenty-four (24) hours per day, seven (7) days per week, with regard to Severity 1 issues. LICENSOR will also provide Customer with a means of reporting Errors to LICENSOR by electronic mail, voice mail, or telephonic recording capability.

2.3 LICENSOR will provide access to a telephone hotline operated by LICENSOR’ support engineers during the standard Support Center hours of operation set forth above and provide to Customer the following:

2.3.1 LICENSOR will answer all reasonable questions and address problems regarding the use and operation of Product including, without limitation, use and clarification of the Documentation; and

2.3.2 LICENSOR will assist in determining the cause of problems encountered by Customer in the use of the Product including without limitation: (i) technical advice and recommendations regarding Errors; and (ii) instruction on the use of diagnostics and tools.

2.4 LICENSOR will: (i) assist Customer in determining the cause of Errors; and (ii) make reasonable efforts to correct in accordance with the time frame set forth in this section, all errors that LICENSOR can substantiate.

2.5 LICENSOR agrees to use reasonable commercial efforts to respond to reported Errors based upon the severity of the Error as follows:

2.5.1 LICENSOR will respond to Severity 1 events by using reasonable commercial efforts to assign a technician to investigate the Error within four

## ATTACHMENT A

(4) hours (24 x 7) from the time Customer reports the Error. LICENSOR will use reasonable commercial efforts to provide a Workaround to fix each Severity 1 event as soon as possible.

2.5.2 LICENSOR will respond to Severity 2 events by using reasonable commercial efforts to assign a technician to investigate the Error within twenty-four (24) standard business hours from the time Customer reports the Error. LICENSOR will use reasonable commercial efforts to provide a Workaround as soon as possible to fix each Moderate Error in a timeframe to be agreed upon by both parties.

2.5.3 LICENSOR will use reasonable commercial efforts to respond to Severity 3 events by using reasonable commercial efforts to assign a technician to investigate the Error within forty-eight (48) standard business hours and, if necessary, provide an update at the next regularly scheduled release of an update for the Product.

2.6 Incident control shall be maintained by LICENSOR according to the following metrics:

2.6.1 Incident Number

2.6.2 Incident Analysis

Typically the initial response will consist of implementing a workaround to return the service to operation as quickly as possible. As Incidents are sometimes well known and the remedial action documented, LICENSOR may be able to review its records for historical information.

2.6.3 Incident Assignment

If the call is resolved at the first contact/level then it is closed and the history updated. LICENSOR has well defined procedures so that issues that cannot be resolved within an agreed timeframe are escalated to senior support personnel and management. Once the call is resolved, the solutions may be replicated into the knowledge database to assist with future problem diagnosis or may be referred to LICENSOR Management for further analysis if we have only resolved the "symptoms". If a call cannot be resolved at the first level then it is converted to an Incident to be worked on by a Level 2 support staff member. All calls are managed to resolution; regardless of whether is being handled by Level 1 or Level 2 or 3. LICENSOR retains ownership of incidents at all times, until they are resolved to the customer's satisfaction.

Severity levels determine what sort of notification is required and how the call should be handled. For example, a Severity 1 call would require that the LICENSOR Customer Support Manager and the nominated customer contact would be notified.

## ATTACHMENT A

2.6.4 Where calls need to be routed to a LICENSOR resolver group (specialist applications or technical resolver) then the incident is assigned to that group but remains open until it has been resolved. Each incident is routed to the resolver group and the call is placed in their respective queue. LICENSOR will continue to monitor progress and will escalate to the appropriate manager if the request is not being handled in a timely fashion. The third party will then contact the end user and update the call status so that LICENSOR can track the call history and the end user is aware of where their call is in the system. This also allows LICENSOR to track total time to resolution.

### 2.6.5 Call Status Notification – Keeping the end user informed

In the event that a call cannot be satisfied within first contact of the Service Desk, each user will be informed of what to expect, this included when and how they will be contacted and notified on the call progress.

### 2.6.6 Automatic Updates

Updates for each case are captured within the database and can be automatically sent to the requestor via e-mail. This e-mail notification can be customised to suit the requirements of the customer. The frequency of notification, notification content and notification method can be implemented within the LICENSOR system based on the parameters agreed to with the customer.

### 2.6.7 Resolution and recovery Incidents

With the implementation of remedial action to affect Incident resolution and the recovery of service to normal operation, the Incident has either been circumvented, successfully resolved, or a Request for Change has been submitted to facilitate resolution.

### 2.6.8 Incident Closure

An Incident can only be closed when the User is satisfied with the resolution or workaround that has been implemented. The process requires that:

- The details of the remedial action are logged in the Incident Management product and that details are concise and comprehensible,
- That classification of the Incident is complete and accurate according to the root cause of the Incident,
- That the remedial action and the resolution is agreed with the User, and

## ATTACHMENT A

- ▶ That all pertinent details applicable to the specific Incident are recorded for later reference.

### 2.6.9 Ongoing Incident Management

Throughout the Incident Management process, the Incident Analyst or Incident Manager have the responsibility of tracking and monitoring the progress of the Incident, as well as communicating that progress with the User and relevant resolver grouLICENSOR. There is also the requirement to ensure that Incident Management activities adhere to quality standards and that Incident Reporting can be provided based upon accurate, pertinent, information.

### 2.7 Escalation

An integral part of the Incident Management process is the control of Incidents, including escalation. When resolving Incidents there is the possibility that other resolver grouLICENSOR may become involved to provide necessary levels of skill, or that escalation to the customer will be required.

*Escalation procedures are as follows:*

**Severity 1** - Initially directed to the LICENSOR Service Level Manager and the customer nominated representative (within agreed timeframe). If not resolved by the target resolution time, then the LICENSOR Service Level Manager will inform the customer's nominated representative with an action plan for remedy. Regular updates will be provided thereafter at intervals agreed to by both parties.

**Severity 2** - Initially directed to the LICENSOR Service Level (within agreed timeframe). Regular updates thereafter. If not resolved by the target resolution time then the LICENSOR Service Level manager will inform the customer nominated representative with an action plan for remedy.

**Severity 3** - If not resolved by the target resolution time then the LICENSOR Service Level Manager will report to the customer nominated representative with an action plan for remedy within a period to be agreed to by both parties.

**Severity 4** - If not resolved by the target resolution time then the LICENSOR Service Level Manager will report to the customer nominated representative with an action plan for remedy within a period to be agreed to by both parties.

## 3. CUSTOMER RESPONSIBILITIES.

3.1 If Customer discovers any suspected Errors in the Product, Customer shall analyze the suspected Error to determine if it is the result of Customer's misuse or misunderstanding of the Product before seeking LICENSOR' assistance.

3.2 Customer agrees to notify LICENSOR promptly following the discovery of any Error. Further, upon discovery of an Error, Customer agrees, if requested by LICENSOR, to submit any information that LICENSOR may reasonably request in order to assist in any corrective action.

## ATTACHMENT A

3.3 LICENSOR requires a access via our help desk software (GoToAssit) to the system that would support secure remote access to the server clusters, as well as database access using the SQL client. Failing that, a VPN or RAS would need to be enabled for direct dial-in to achieve the same goals.

3.4 All calls to the Support Center are to be made by trained & qualified Customer Representatives who are capable of filtering out inappropriate calls from end users.

3.5 The Customer's own trained staff are required for Customer First Level Support and administration of the System, that being a 24/7/365 operational environment.

3.6 Other maintenance items that the Customer is responsible for are:

3.6.1 The Customer shall maintain Site conditions within the Specifications (installation site preparation and/or maintenance guidelines).

3.6.2 Customer is responsible for maintenance and installation of any common carrier equipment or communication services related to the System and not furnished by the LICENSOR.

3.6.3 Customer is also responsible for charges incurred for communication facilities at Customer's Sites, whether incurred by Customer or by the LICENSOR personnel while performing Maintenance and Support Services.

3.6.4 Customer is responsible to perform System software back-ups as guided by the LICENSOR and in accordance with published documentation and; Customer is responsible for restoration of data not properly backed-up.

3.6.5 The Customer will be responsible for performance of routine maintenance and administration services, consisting of cleaning and replacing the System's expendable supply items, performing operating checks in accordance with procedures defined in the literature supplied for the equipment, and for performing software updates and upgrades.

## 4. EXCEPTIONS.

4.1 The following matters are not covered by the basic maintenance and support services described above:

4.1.1 Any problem resulting from the misuse, improper use, alteration or damages of the Products; and

4.1.2 Any problems caused by modification of the Product not made or authorized by LICENSOR;

4.1.3 Any problem resulting from the combination of the Product with other software equipment to the extent such combination has not been approved by LICENSOR.

## ATTACHMENT A

4.2 Customer will be responsible to pay LICENSOR' normal charges and expenses for time or other resources provided by LICENSOR to diagnose or attempt to correct any such problem.

4.3 Maintenance and Support Services shall not include the following:

4.3.1 Desktop software other than elements of the System for user Workstations;

4.3.2 Media;

4.3.3 Rectification of defects or errors resulting from any alterations to the configurable parameters to the Software made by any person not authorised by the Contractor;

4.3.4 Rectification of defects resulting from the Operations System Software being serviced, maintained or upgraded by any person not authorised by the Contractor;

4.3.5 Rectification of defects in the Designated Operating Environment (excluding all aspects of the System) on which the Software has been used;

4.3.6 Time needed to rebuild the System because of non-compliance by the Customer with agreed reasonable and appropriate backup processes in accordance with the System Administration Manual will be chargeable and shall not be counted as System Downtime for Availability calculation purposes;

4.3.7 Electrical work external to the Hardware;

4.3.8 Performing services connected with relocation of Hardware,

4.3.9 Hardware maintenance,

4.3.10 Service necessitated by elements external to the System which are not within the System's operation or maintenance instructions or installation site preparation guidelines, including but not limited to telephone equipment, humidity, temperature, power failure or surges, or air conditioning;

4.3.11 Impact assessment for, and installation of software not supported which is not a part of the System; and

4.3.12 Time spent at a Site to observe and/or stand by at the Customer's request for services not provided under this Agreement.

4.3.13 LAN and WAN.

ATTACHMENT A

**Exhibit I  
Contractor's System Requirements  
AGR26-804**

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# SYSTEM REQUIREMENTS

## XLerator<sup>®</sup>, AQUA Ascent<sup>®</sup>, ProQA Paramount<sup>®</sup>, and Reports

This document will provide an overview of each of the software components within the Priority Dispatch System, followed by examples of different network configurations. **RAM requirements are minimums and only take into account PDS Software.**

### XLerator<sup>®</sup> Server Software:

XLerator is the database and license management software component that is required for Paramount and AQUA software to run and should be installed on a non-CAD server. Licenses for AQUA and Paramount are concurrent connections, not install instances.

New XLerator versions 4.2.X.X do not require a USB dongle to authenticate licensing, but previously installed versions 4.0.X.X will still require and operate with a dongle.

For installations without a dongle:

- Currently, this solution will ONLY work if installed on:
  - 1) a physical host, or
  - 2) a static VM that will not load balance to another host
- Licenses are based on a server hardware key generated once XLerator 4.2.X.X is installed

For installations using a dongle:

- The USB port can be used for a physical or single host VM environment (provided the VM software can map physical ports)
- A networked USB hub should be used in a clustered VM environment

### Minimum Requirements:

Processor	Intel or AMD Dual-Core or higher	Other	10/100/1000 Mbs network card (If applicable) Available USB Port for security key.
RAM	16 GB or more		
OS	Windows <sup>®</sup> Server 2016, 2019, 2022, & 2025		
Disk Space	-- 100 MB for program installation, and -- 20 K of hard drive for each incident taken that will be kept and stored. ProQA & AQUA case storage may be on a separate machine depending on DB implementation and total storage required will be affected by local archiving and backup policies.		
Additional	-- PDC Recommends SQL databases be used for Paramount and AQUA Ascent. Use of SQL does not negate the need to have XLerator installed due to license and data management functions. -- SQL types supported are MS SQL (2016, 2017, and 2019) or SQL Server Express. -- Agency in-house support is needed for SQL Server databases.		

### AQUA<sup>®</sup> 7 Ascent:

AQUA software is used by those who will be reviewing calls and providing feedback to the Emergency Dispatchers. AQUA is only installed on those machines where call review or running reports will occur. While VR access is required on these machines, CAD access is not. **In the network diagrams, the Quality Performance Review (QPR) department pathway is outlined in red.**

### Minimum Requirements:

Processor	Intel or AMD Dual-Core or higher	OS	Windows11 <sup>®</sup> or Windows10 <sup>®</sup> Enterprise / Pro editions
RAM	16 GB ( <i>recommend</i> 32 GB)	Disk Space	1 GB
Resolution	1440 x 900	Other	10/100/1000 Mbs network card
Additional	-- Adobe Reader DC -- 'Everyone' group with Full Control Permission ONLY on Priority Dispatch folders in Program Files and Program Data -- SecureLink Gatekeeper installed on Virtual Desktops for Quality Performance Review Department. -- For more information on Gatekeeper and PDC's use, visit <a href="https://www.securelink.com/">https://www.securelink.com/</a> or request information from <a href="mailto:software.support@prioritydispatch.net">software.support@prioritydispatch.net</a> .		



# SYSTEM REQUIREMENTS

## ProQA® Paramount (Medical, Fire, and Police):

Paramount is the call-taking software used to process calls in conjunction with CAD. Based on licenses purchased, it can be installed on Supervisor machines and in a backup or training environment.

### Minimum Requirements:

Processor	Intel or AMD Dual-Core or higher	OS	Windows11® or Windows10® Enterprise / Pro editions
RAM	8 GB ( <i>recommend</i> 16 GB)	Disk Space	1 GB
Resolution	1440 x 900	Other	10/100/1000 Mbs network card
Additional	-- 'Everyone' group with Full Control Permission ONLY on Priority Dispatch folders in Program Files and Program Data		

## ProQA® and AQUA® Reports

On any supervisory machines where reports will be run, the RAM on those machines should be 16GB or more.

While the following pages contain sample network diagrams, these are just examples and the details of deployment need to be discussed and mapped out according to local resources and variables.

## Network Diagram Machine Definitions:

**Primary XLERATOR Server** – This is where XLERATOR will be installed and can be physical or virtual. If VM resides in a clustered host environment, a dongle must be used to authenticate licensing at his time.

**Secondary XLERATOR Server** – If backup licenses have been purchased, this physical or virtual server would run the second instance of XLERATOR. Currently, there is no data replication between multiple XLERATORS so for high availability functionality to maintain access to a centralized database, SQL use is required.

**Database Server** – This server would be where SQL is installed. AQUA Ascent & Paramount both support SQL as the database types. This can be physical or virtual and can also be combined with the Secondary XLERATOR Server.

**Networked USB Hub (environment dependent)** – ONLY required if XLERATOR 4.0.X.X is installed on a server in a clustered VM environment or the single-host server does not have an available USB port.

**PDC SecureLink Server** – The QPR department utilizes SecureLink to connect to an agency to review calls. Only those machines where SecureLink is installed are connected to via this method. These machines are indicated by the red data pathway on the appropriate diagrams.

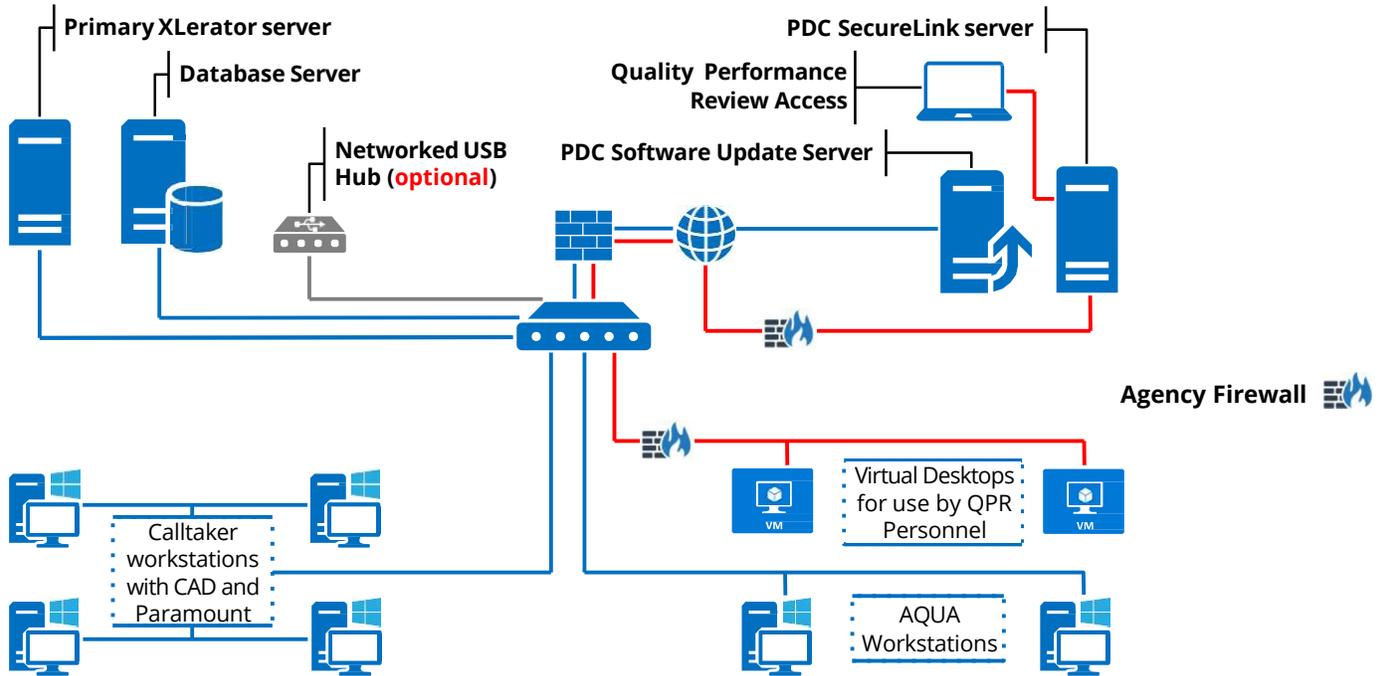
**PDC Software Update Server** – This server, located at PDC HQ, contains software update files and is only connected to when manually called by an agency's Primary XLERATOR server. Once the primary server has the updated files, the local client machines are all updated by manually pulling these updates from the local server and do not need to connect to PDC's Software Update Server.

**Remote VNC AQUA** – This workstation could be a laptop or a desktop, but would be utilized if personnel who are outside the PSAP and/or on a separate network will be reviewing calls; for example, from the County vs. City network, or FD/PD.

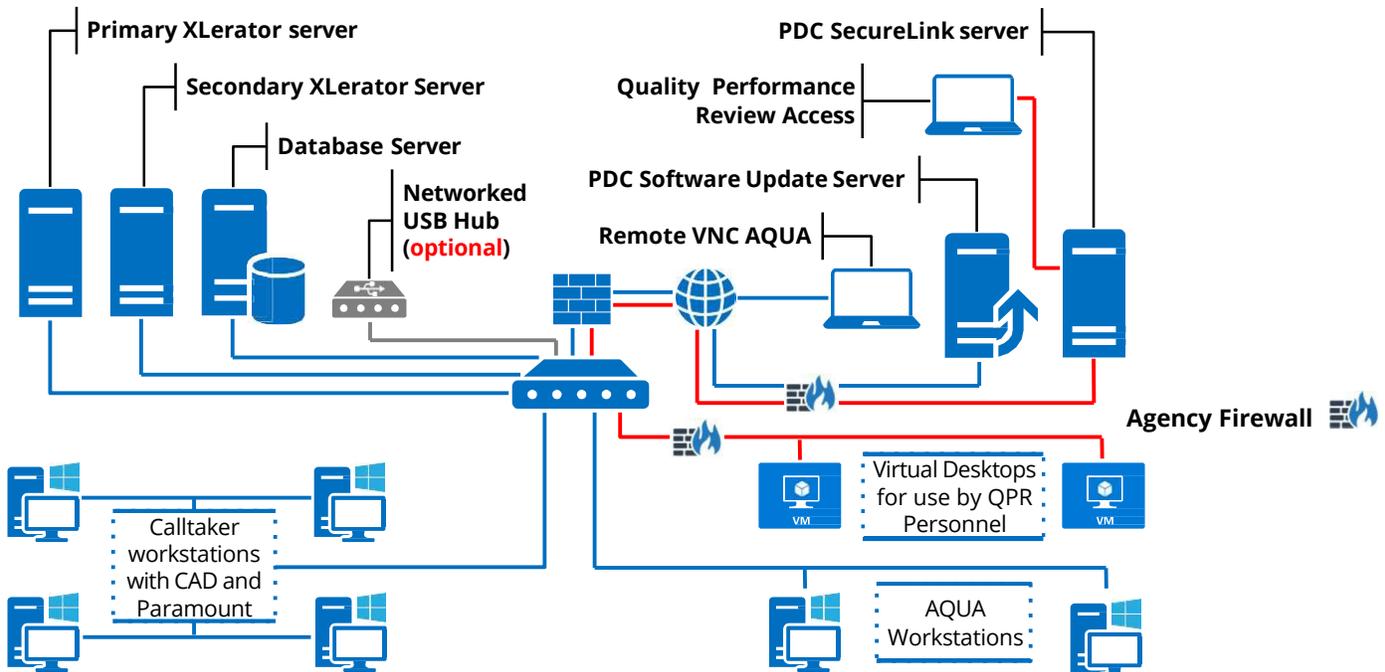
**Quality Performance Review Access** – This pathway represents the connection method the Performance Call Reviewer, Evaluator, and Analyst will use to perform their appropriate tasks for the QA process.

# SYSTEM REQUIREMENTS

## Example 1 – Basic Network with Quality Performance Review:

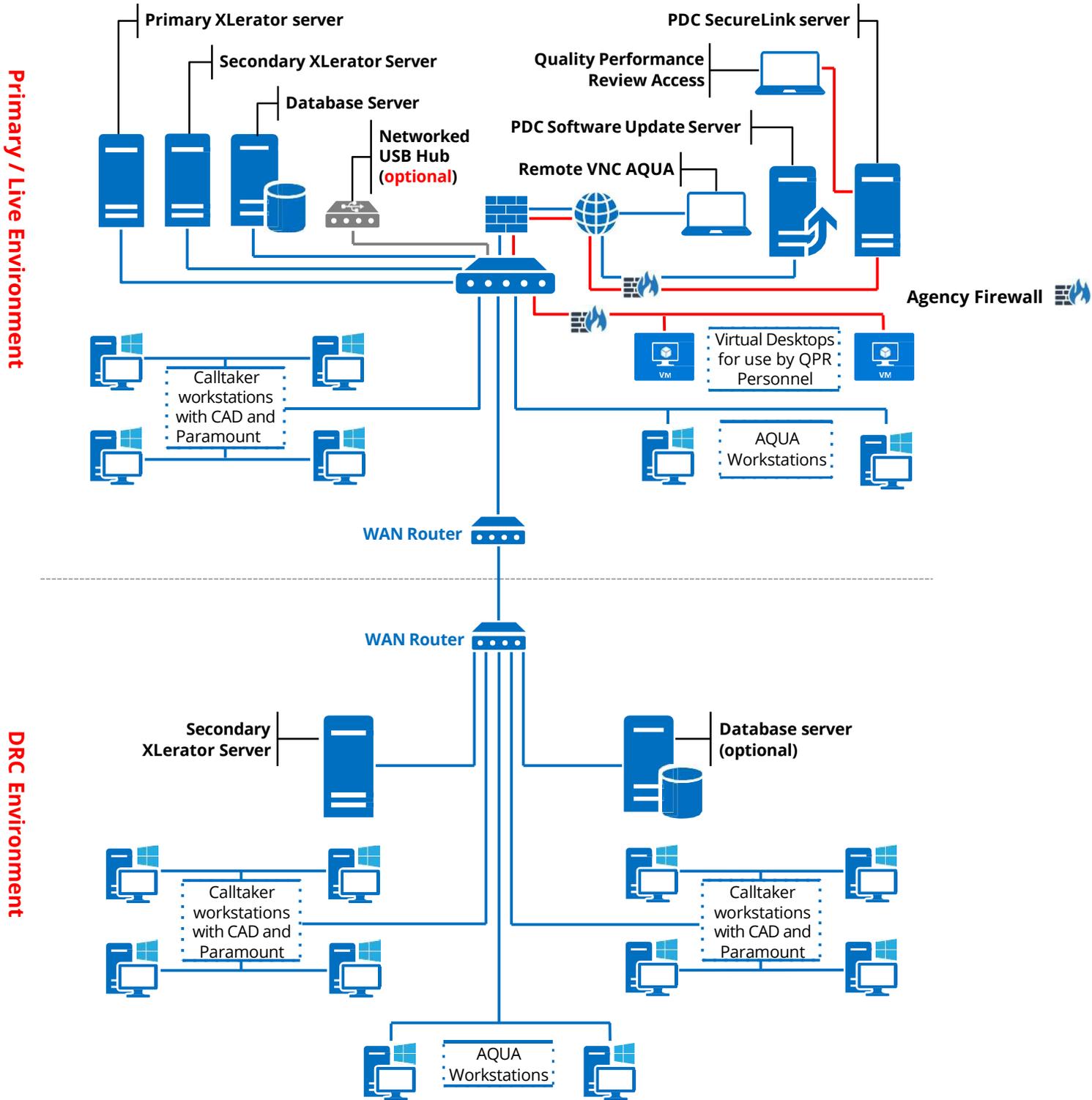


## Example 2 – Advanced Network:



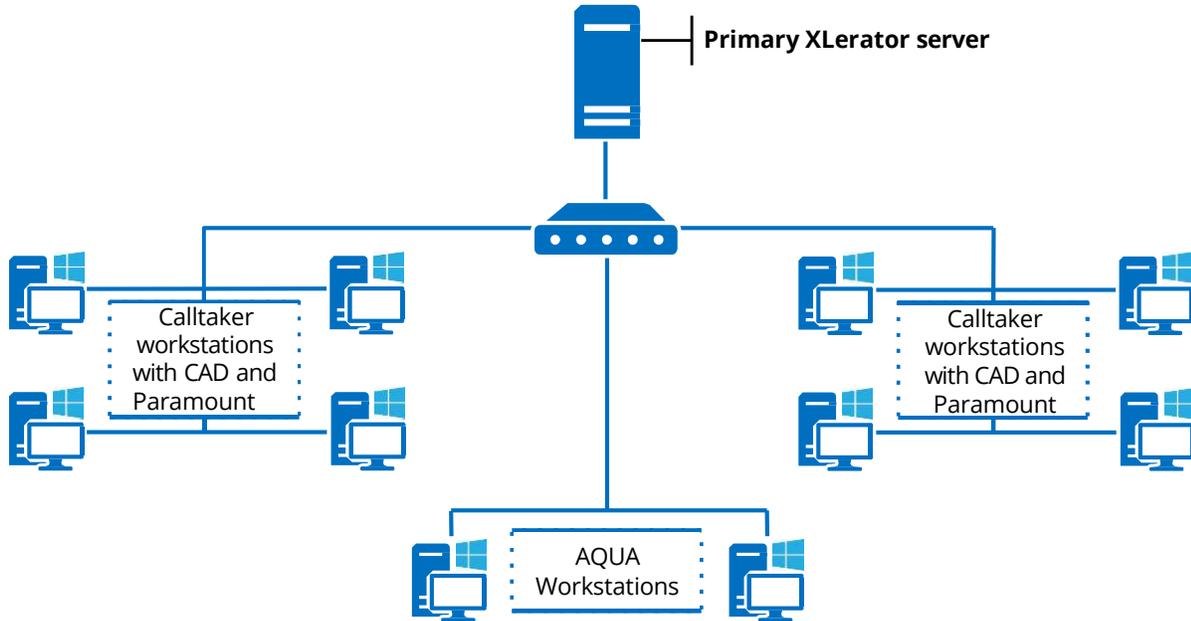
# SYSTEM REQUIREMENTS

## Example 3 – Advanced Network with Disaster Recovery Center:



# SYSTEM REQUIREMENTS

## Example 4 – Training / Testing Environment (Optional):



*If there are any questions, comments, or concerns regarding this document, please contact Priority Dispatch Software Support at 1-866-777-3911 (North America), 1-801-363-9137 (International) or [software.support@prioritydispatch.net](mailto:software.support@prioritydispatch.net)*