

PRIORITY DISPATCH SYSTEM IMPLEMENTATION AGREEMENT

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

BACKGROUND

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

The Parties agree as follows:

1. **Pricing & Payment Terms.** Pricing details for the Medical Priority Dispatch System are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the the quantity of products and services under this Agreement may result in an increase in Customer’s pricing, including annual support fees.
2. **Statement of Work.** The Parties will work together in good faith to develop a mutually acceptable Statement of Work for the implementation of the MPDS. Once agreed upon, the Statement of Work shall attach to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the MPDS, designed to assist Customer with meeting the International Academies of Emergency Dispatch (“IAED”) operational and performance requirements to become an Accredited Center of Excellence (“ACE”).
 - a. **Change in Statement of Work.** Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we’re also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The cancellation/change form can be found at <https://zfrmz.com/k1NN4K2kTx0uzGTkQB89>
3. **License.** The use and maintenance of the MPDS and other PDC licensed products are set forth in the applicable End User License Agreement (“EULA”) a copy of which can be found at <https://www.prioritydispatch.net/wp-content/uploads/2016/06/End-User-License-Agreement.pdf>.
4. **CAD Integration.** The Parties understand in the event a Computer Aided Dispatch system (“CAD”) is used by Customer, any costs relating to the integration of the MPDS software (ProQA[®]) and Customer’s CAD system shall be the sole responsibility of Customer. The integration of Customer’s CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.
5. **Term & Termination.** This Agreement shall remain in effect for 5 (five) years. After 5 years the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. The Effective Date is the latter of the signature dates of the Parties below. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall automatically renew for subsequent terms of one year at the then current annual support prices, and thereafter may be terminated as set forth below or by giving 90-days non renewal notice before the annual renewal

date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

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

14. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.
15. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.
16. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Utah, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Salt Lake County in the State of Utah. Each Party hereby agrees to submit to the personal jurisdiction of these courts.
17. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:
- | | |
|---|--|
| <p>To PDC:
 Priority Dispatch Corp.
 110 South Regent Street, Suite 500
 Salt Lake City, Utah 84111
 Attention: Legal Department
 Email: legaldepartment@prioritydispatch.net
 Phone: 800.363.9127</p> | <p>To Customer:
 City of Texas City
 1801 9TH AVE N
 Texas City, Texas 77590-7407
 Attention: David Zacherl
 Email: dzacherl@texascitytx.gov
 Phone: 409.643.5729</p> |
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18. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

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

PRIORITY DISPATCH CORP.

City of Texas City

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

SEE ATTACHED SALES QUOTE #60619

INITIAL MPDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial MPDS implementation and training are **\$70,204.00** (see attached Sales Quote #Q-60619). This fee covers all of the quoted implementations activities and the first year of product licensing and maintenance.

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

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

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

Year 2: \$5,940.00
Year 3: \$6,600.00
Year 4: \$5,940.00
Year 5: \$6,360.00

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

Payment Notes:

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



QUOTE

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

Bill To:
 City of Texas City
 1801 9TH AVE N
 Texas City, Texas 77590-7407
 United States

Agency: Texas City Police Department
Agency ID#: 7558
Quote #: Q-60619
Date: 9/29/2022
Offer Valid Through: 10/31/2022
Payment Terms: Net 30
Currency: USD

Ship To:
 City of Texas City
 1801 9TH AVE N
 Texas City, Texas 77590-7407
 United States

Product	Qty	Amount
ProQA Medical Software Licenses Automated calltaking software	4	USD 16,000.00
ProQA Medical Training Software Licenses Training, non-live calltaking software	1	USD 2,000.00
ProQA Medical Backup Software Licenses Offsite, backup location software	3	USD 2,400.00
AQUA Case Review Software for EMD Quality Assurance (case review) software base engine and discipline module	1	USD 1,950.00
XLerator Client Server Suite Client server software application suite	1	USD 2,500.00
Protocol Tablet for EMD Licensed backup protocol tablet	2	USD 790.00
MPDS Quality Assurance Guide - Digital Quality Assurance Guide for training and case review only	2	USD 90.00
Implementation Support Package for EMD Implementation support and quality management program development	1	USD 25,000.00
Equip QA for EMD Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management	1	USD 8,892.00
Remote ProQA Software Training - M Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	12	USD 1,788.00
ED-Q Training and Certification for EMD Materials, tuition and certification (2 days, 16 hours)	2	USD 1,100.00
Remote AQUA Software Training - M Per person cost for six hours of AQUA software training completed in a virtual, instructor-led environment	2	USD 398.00
Remote System Administration Training Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment	2	USD 398.00

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Product	Qty	Amount
Remote ProQA & AQUA Reports Training Per person cost for four hours of training for administrators, managers and supervisors on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	2	USD 298.00
IAED Accreditation Application Fee EMD IAED fee for accreditation	1	USD 2,250.00
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,280.00
ProQA Training License ESP (B) M License Renewal, Service & Support	1	USD 300.00
ProQA Backup License ESP (B) M License Renewal, Service & Support	3	USD 360.00
IAED Recertification Fee Recertification fee	12	USD 660.00
ACE Discount Incentive for achieving ACE in a reasonable timeframe	1	USD -2,250.00
Implementation and Year 1 Maintenance TOTAL:		USD 70,204.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,280.00
ProQA Training License ESP (B) M License Renewal, Service & Support	1	USD 300.00
ProQA Backup License ESP (B) M License Renewal, Service & Support	3	USD 360.00
Year 2 Annual Maintenance TOTAL:		USD 5,940.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,280.00
ProQA Training License ESP (B) M License Renewal, Service & Support	1	USD 300.00
ProQA Backup License ESP (B) M License Renewal, Service & Support	3	USD 360.00
IAED Recertification Fee Recertification fee	12	USD 660.00
Year 3 Annual Maintenance TOTAL:		USD 6,600.00

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Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,280.00
ProQA Training License ESP (B) M License Renewal, Service & Support	1	USD 300.00
ProQA Backup License ESP (B) M License Renewal, Service & Support	3	USD 360.00
Year 4 Annual Maintenance TOTAL:		USD 5,940.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M System License Renewal, Service & Support	4	USD 5,280.00
ProQA Training License ESP (B) M License Renewal, Service & Support	1	USD 300.00
ProQA Backup License ESP (B) M License Renewal, Service & Support	1	USD 120.00
IAED Recertification Fee Recertification fee	12	USD 660.00
Year 5 Annual Maintenance TOTAL:		USD 6,360.00

Subtotal	USD 70,204.00
Estimated Tax	
Total	USD 70,204.00

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

TERMS AND CONDITIONS

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

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Attachment B

STATEMENT OF WORK FORTHCOMING