

AGREEMENT FOR SERVICES

#120- PHD0006

Medical Priority Consultants, Inc.

for

SOFTWARE UPDATE & SUPPORT

Amendment II

THIS AMENDMENT to that AGREEMENT made and entered into on April 1, 2000 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Medical Priority Consultants, Inc., a Utah Corporation duly qualified to conduct business in the State of California, whose principal place of business is 139 E. South Temple, Suite 500, Salt Lake City, Utah, 84111, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, El Dorado County is currently utilizing three emergency medical services dispatch products, hereinafter referred to as "ProQA", "AQUA", and "Medical Cardset"; and

WHEREAS, County has contracted for on-going extended maintenance, updating, services and support of the ProQA product, the Medical Cardset product, and of the related AQUA quality control product licensed and installed at both the City of South Lake Tahoe Emergency Dispatch Center and the California Department of Forestry Emergency Dispatch Center at Camino; and

WHEREAS, County has need for one (1) additional ProQA product server license at each site, two (2) Medical Cardsets at each site, and one (1) AQUA license in South Lake Tahoe.

NOW, THEREFORE, County and Consultant mutually agree to amend the current Agreement for Services as follows:

ARTICLE I, Scope of Services, paragraph two is amended to read as follows:

ARTICLE I

Scope of Services (*paragraph two*):

Upon full execution of this Amendment, Consultant agrees to provide one (1) additional ProQA Software license at the City of South Lake Tahoe Dispatch location, one (1) additional ProQA Software license at California Department of Forestry Camino Dispatch, and one (1) additional AQUA Software license at the City of South Lake Tahoe Dispatch location (license numbers to be determined), and two (2) additional Medical Cardsets at each location, which will include the same extended maintenance, updating, services, and support as provided in Exhibits A and B, respectively.

ARTICLE III, Compensation for Services is amended to read as follows:

ARTICLE III

Compensation for Services:

Upon full execution of this Amendment, Consultant agrees to grant one (1) additional ProQA license at the South Lake Tahoe site and one (1) additional ProQA license at the Camino site for the quoted price of \$3,565.00 each (\$7,130.00 total), which includes the first year of support services at the rate of \$465.00 each per year. Additionally, Consultant agrees to grant one (1) AQUA license at the South Lake Tahoe Site for the quoted price of \$3,604.00, which will include one year of support services at the rate of \$409.00 per year. Software will be provided to County via computer disc (CD) to be installed on the designated dispatch servers by each site's respective information technology staff. In addition to software, Consultant agrees to grant two (2) additional Medical Cardsets to each location for the quoted price of \$434.00 each (\$1736.00 total) which includes the first year of support services at the rate of \$39.00 each per year.

The total obligation of this Agreement for new licensing, shipping & handling, and the first year of support services for the new licenses shall not exceed \$12550.00

For services provided herein, County shall pay Consultant annual fees in advance. Payment shall be made within thirty (30) days following County receipt of invoice(s) from Consultant, which shall include the current date, the name of the software, the site at which it is installed, the term being billed, and the amount of the fee. Annual fees are as follows:

- ProQA – license number VA980002, installed at City of South Lake Tahoe Dispatch
\$1,305.00 due in advance, October 1st each year
- ProQA – license number to be determined, installed at City of South Lake Tahoe Dispatch
\$465.00 due in advance, each one-year anniversary following installation
- AQUA – license number to be determined, installed at the City of South Lake Tahoe Dispatch
\$405.00 due in advance, each one-year anniversary following installation
- Medical Cardsets – located at the City of South Lake Tahoe Dispatch
\$137.00 due in advance, October 1st each year
- Medical Cardsets – located at the City of South Lake Tahoe Dispatch
\$78.00 due in advance, each one-year anniversary of this contract date
- ProQA – license number TR980004, installed at Calif. Dept. of Forestry Camino Dispatch
\$2,513.00 due in advance, October 1st each year
- ProQA – license number to be determined, installed at Calif. Dept. of Forestry Camino Dispatch
\$465.00 due in advance, each one-year anniversary following installation
- AQUA – license number A00000A82FM, installed at Calif. Dept. of Forestry Camino Dispatch
\$375.00 due in advance, November 1st each year
- Medical Cardsets – located at the Calif. Dept. of Forestry Camino Dispatch
\$156.00 due in advance, October 1st each year
- Medical Cardsets – located at the Calif. Dept. of Forestry Camino Dispatch
\$78.00 due in advance, each one-year anniversary of this contract date

The total obligation of this Agreement for extended maintenance, updating, services and support shall not exceed \$5,977.00 annually.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO

By: James R. Sweeney
James R. Sweeney, Chairman
El Dorado County Board of Supervisors

Date: 2/28/06

ATTEST:

Cindy Keck, Clerk

By: [Signature] Date: 2/28/06
Deputy Clerk

CONSULTANT

By: R. Sedgwick
~~William H. Lloyd, Vice President in Charge of~~
~~Contracts Management/Legal Affairs~~
Medical Priority Consultants, Inc.
R. SEDGWICK
Contract Mgmt

Date: 2-7-06

Reference
Copy

Original Contract
Amendment I
Amendment II

AGREEMENT FOR SERVICES

#120- PHD0006

Medical Priority Consultants, Inc.

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Amendment I

THIS AMENDMENT to that AGREEMENT made and entered into on April 1, 2000 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Medical Priority Consultants, Inc., a Utah Corporation duly qualified to conduct business in the State of California, whose principal place of business is 139 E. South Temple, Suite 500, Salt Lake City, Utah, 84111, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, El Dorado County is currently utilizing two emergency medical services dispatch products, hereinafter referred to as "ProQA" and "AQUA"; and

WHEREAS, County has contracted for on-going extended maintenance, updating, services and support of the ProQA product and of the related AQUA quality control product licensed and installed at both the City of South Lake Tahoe Emergency Dispatch Center and the California Department of Forestry Emergency Dispatch Center at Camino; and

WHEREAS, County has need for an additional ProQA product server license at each site;

NOW, THEREFORE, County and Consultant mutually agree to amend the current Agreement for Services as follows:

ARTICLE I, Scope of Services is amended to add a second paragraph as follows:

ARTICLE I

Scope of Services (*paragraph two*):

Upon full execution of this Amendment, Consultant agrees to provide one (1) additional ProQA Software license at the City of South Lake Tahoe Dispatch location, and one (1) additional ProQA Software license at California Department of Forestry Camino Dispatch (license numbers to be determined), which will include the same extended maintenance, updating, services and support as provided in the original Agreement.

ARTICLE III, Compensation for Services is amended to read as follows:

ARTICLE III

Compensation for Services:

Upon full execution of this Amendment, Consultant agrees to grant one additional license at the South Lake Tahoe site and one additional license at the Camino site for the quoted price of \$3,575.00 each (\$7,150.00 total) which includes the first year of support services at the rate of \$465.00 each per year. Software will be provided to County via computer disc (CD) to be installed on the designated dispatch servers by each site's respective information technology staff.

The total obligation of this Agreement for new licensing, shipping & handling, and the first year of support services for the new licenses is \$7,150.00. ✓

For services provided herein, County shall pay Consultant annual fees, in advance. Payment shall be made within thirty (30) days following County receipt of invoice(s) from Consultant which shall include the current date, the name of the software, the site at which it is installed, the term being billed, and the amount of the fee. Annual fees are as follows:

ProQA – license number VA980002, installed at City of South Lake Tahoe Dispatch
\$1,500.00 due in advance, October 1st each year

ProQA – license number to be determined, installed at City of South Lake Tahoe Dispatch
\$465.00 due in advance, each one-year anniversary following installation

ProQA – license number TR980004, installed at Calif. Dept. of Forestry Camino Dispatch
\$2,513.00 due in advance, October 1st each year

ProQA – license number to be determined, installed at Calif. Dept. of Forestry Camino Dispatch
\$465.00 due in advance, each one-year anniversary following installation

AQUA – installed at both sites
\$375.00 due in advance, November 1st each year

The total obligation of this Agreement for extended maintenance, updating, services and support shall not exceed \$5,318.00 annually. ✓

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO

By: Charlie Paine
Charlie Paine, Chairman
El Dorado County Board of Supervisors

Date: 8/16/05

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors
By: [Signature]
DEPUTY 8/16/05

CONSULTANT

By: William H. Lloyd
William H. Lloyd, Vice President in Charge of
Contracts Management/Legal Affairs
Medical Priority Consultants, Inc.

Date: 7-19-05

Reference
Copy

Original Contract
Amendment I
Amendment II

AGREEMENT FOR SERVICES

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Medical Priority Consultants, Inc.

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THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Medical Priority Consultants, Inc., a Utah Corporation duly qualified to conduct business in the State of California, whose principal place of business is 139 E. South Temple, Suite 500, Salt Lake City, Utah, 84111, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, El Dorado County is currently utilizing two emergency medical services dispatch products, hereinafter referred to as "ProQA" and "AQUA"; and

WHEREAS, County has need for on-going extended maintenance, updating, services and support of the ProQA product licensed and installed at the City of South Lake Tahoe Emergency Dispatch Center and the California Department of Forestry Emergency Dispatch Center at Camino; and of the related AQUA quality control product installed at the County Emergency Medical Services (EMS) Agency; and

WHEREAS, Consultant agrees to continue to provide software maintenance, update and support services beyond the period covered by the Initial License Fee, to each of the product sites, through this Service Agreement; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to provide Update and Support services for both ProQA and AQUA Software as defined in Consultant's current "Basic Service Plan" for each, incorporated herein as Exhibits A and B respectively. Services shall be provided electronically (via modem), and by telephone.

1. ProQA Software - License Number VA980002 (installed at City of South Lake Tahoe Dispatch)
2. ProQA Software - License Number TR980004 (installed at California Department of Forestry Camino Dispatch)
3. AQUA Software - License Number A000005C8 (installed at El Dorado County EMS Office)

ARTICLE II

Term: This Agreement shall be effective April 1, 2000 and shall continue in effect until cancelled by either party as provided for in Article IX below.

ARTICLE III

Compensation for Services: For services provided herein, County shall pay Consultant an annual fee, in advance. Payment shall be made within thirty (30) days following County receipt of invoice(s) from Consultant which shall include the current date, the name of the software, the site at which it is installed, the term being billed, and the amount of the fee. Annual fees are as follows:

ProQA installed at City of South Lake Tahoe Dispatch	\$1,500 due April 1 st each year
ProQA installed at Calif. Dept. of Forestry Camino Dispatch	<u>\$2,513</u> due April 1 st each year
	\$4,013 annually for ProQA
 AQUA installed at the County EMS Office	 \$ 375 due November 1 st each year

The total obligation of this Agreement shall not exceed \$4,388 annually.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Consultant is engaged by County for their unique qualifications and skills as well as those of their personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time

to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

**EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR**

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

**WILLIAM H. LLOYD, VICE PRESIDENT
MEDICAL PRIORITY CONSULTANTS, INC.
139 E. SOUTH TEMPLE, SUITE 500
SALT LAKE CITY, UT 84111**

or to such other location as the Consultant directs.

ARTICLE XI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. In as much as there are no site visits associated with services provided by this Agreement, Automobile Liability Insurance is not required.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XV

Year 2000 Compliance: Consultant agrees that hardware and software developed, distributed, installed, programmed or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four digit year.

Upon written notification by the County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XVI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

ARTICLE XII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

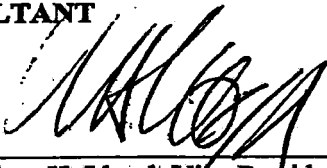
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO

By: 
G. F. Martin, Director
El Dorado County General Services Department

Date: 11-8-00

CONSULTANT

By: 
William H. Lloyd, Vice President in Charge of
Contracts Management/Legal Affairs
Medical Priority Consultants, Inc.

Date: 9/28/00

EXHIBIT A

ProQA Basic Service Plan

MEDICAL PRIORITY DISPATCH SYSTEM™

BASIC SERVICE PLAN



1. **Application.** This Basic Service Plan applies to the Medical Priority Dispatch System, or "MPDS," in general. Where certain policies and procedures apply particularly to the computerized version of the MPDS (the "Software"), or to the manual version of the MPDS (the "Cards"), specific reference will be made to the Software, or the Cards, respectively.

2. Key Terms Defined

"BSP" = Basic Service Plan: MPC's written Policies and Procedures governing Client Service and Product Support of the Licensed Software and Cards. As provided in section titled "Basic Service Plan, Registration, Updates and Support" of the Client License Agreement, the BSP in effect at the time the Initial License Fee was paid, was attached to and made part of the Client License Agreement. MPC may, at its sole option, modify and replace the BSP from time to time. Client's receipt by certified delivery of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP becomes null and void. The modified replacement BSP then become the current BSP and is part of the Client License Agreement. All parties to the Client License Agreement shall adhere to the BSP.

"Cards" = Manual version of MPC's Medical Priority Dispatch System in the form of printed reference Cards. This definition also includes, wherever the context reasonably permits, the related documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under the Client License Agreement from MPC. The Pocket User's Guide specified in the section titled "Facsimile/Copies/User Guides" of this BSP is also included in the defined term "Cards," but is further subject to the specific use limitations imposed therein. The defined term "Cards" shall further include any Updates and/or Releases of the current Version of the Cards which may subsequently be provided by MPC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by MPC at the time.

"CLA" = The Client License Agreement, which is the MPDS Software Limited License Agreement or the MPDS Cards Limited License Agreement of which this BSP is part.

"Client," "Licensee," and "You," or "you," or "your" = Referring to the Licensee or entity which executes the CLA of which this BSP is part.

"EMD" = Emergency Medical Dispatch, or an Emergency Medical Dispatcher who performs EMD at an EMD station (as this latter term is defined below).

"EMD Station" = A position with telecommunications equipment where calls for Emergency Medical Services ("EMS") are taken by an EMD, and/or where EMS help is dispatched by an EMD. The EMD can be an operator, a supervisor, or a trainee. If such position is staffed by a plurality of EMDs at any given time, then such position shall be deemed to be a plurality of EMD stations equal to the maximum number of EMDs occupying said position at the regular peak. If an EMD Station is used primarily for back-up training, but is used for actual EMD for 5% (or more) of the time the Client's EMD Center operates during any 12-month

period, then such an EMD Station is subject to this definition and must be included in the count for the number of EMD Stations to which this Agreement applies.

"MPC" = The Licensor, Medical Priority Consultants, Inc., a Utah corporation, which is the owner of the Software, Cards, MPDS, and related documentation, and which owns and/or controls the copyrights thereto.

"MPDS" = Medical Priority Dispatch System and concept, including (without limitation) EMD priority dispatch protocols, EMD post-dispatch instructions, EMD pre-arrival instructions, and EMD treatment sequence protocols as set forth in the Software, Cards, or any other form or format, together with QA/QI programs and/or processes which are part of the Software.

"NAEMD," "Academy" = The National Academy of Emergency Medical Dispatch, also known as the International Academy of Emergency Medical Dispatch.

"Release" = A Release represents a minor collection of improvements, modifications, or changes to any of the MPDS, Software, Cards, or documentation, within an Update (see Update below). Generally, Releases are non-scheduled events, provided only upon request to currently registered, licensees under initial or extended BSP with MPC.

"Software" = The computerized version of MPC's Medical Priority Dispatch System in the form of computer programs on whatever media might be used to store them. This definition also includes, whenever the context reasonably permits, the related documentation and media provided to Client with the Software. User rights to the Software are obtained by Client only under CLA from MPC. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software which may subsequently be provided by MPC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by MPC at the time.

"Service" and/or "Support" = Client Service and Technical Product Support via the telephone. Basic support included in the Initial License Fee is available to registered licensed clients for the first ninety (90) days following their License Date, up to a maximum of 2 hours per licensed EMD station. Extended Service and Support is available as specified under the section titled "Extended Service Plan" in this BSP.

"Update" = An Update represents a collection of improvements, modifications, or changes to any of the MPDS, Software, Cards, or documentation within a Version (as this latter term is defined below). Generally, Updates are scheduled events, provided free to all currently registered, licensed clients under basic or extended service agreement with MPC. See also the section titled "Updates," in this BSP.

"Version" = A Version of the Software or Cards constitutes the combination of the MPDS, Software and/or Cards, and the included documentation, as specified by MPC. See also the section titled "New Versions" in this BSP.

3. **Expert System Disclosure.** This expert system is designed for use by EMDs who have been trained and certified in the use of the MPDS and who function in a prescribed MPDS quality

assurance environment. It is not a novice system. The system design envisions occasions when even the trained EMD will have to make a subjective decision regarding a caller's response and the most correct selection from the list of choices presented. The design of this system incorporates current medical and logic accuracy. Of necessity, however, it also reflects some subjective opinions of medical experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local Medical Control entities and EMS agency administration, prior to implementation and on-line use by trained EMDs. The system also envisions that, when appropriate, trained EMDs 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 EMDs validate responses or treatment. This system allows the trained EMD 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 EMD 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 EMD correctness and consistency. The designers also recommend continuing medical dispatch training and periodic MPDS refresher courses to keep trained EMDs certified and up-to-date with current standards of medical dispatch practice and care.

4. Responsibility. Client assumes full responsibility for the selection of the Software and/or Cards, and MPDS, as well as for the installation, implementation, use, and results obtained from Software and/or Cards, and MPDS. You are responsible for decisions made and actions taken based on the Software and/or Cards, and MPDS. These systems are designed and intended for use by dispatch professionals trained and experienced in the uses and limitations of Computer Software in general, and of the emergency medical dispatch system upon which the Software and/or Cards is based. It is Licensee's responsibility to ascertain the suitability of the Software and/or Cards, and MPDS.

5. Registration. To receive notice of Updates and insure full entitlement to MPC's support services, Client must, within 30 days of receipt of the Software and/or Cards, complete, sign, and return to MPC, the accompanying Client Registration Form. Licensee shall have no rights under either the Limited Warranty or the BSP if such Client Registration Form is not completed, signed, and returned to MPC within the specified time limit.

6. Research Data Sharing. In the interests of advancing the state-of-the-art in EMD through effective use of and improvements to the Software and MPDS, Client shall, in timely response to MPC's reasonable, written requests, provide MPC with EMD Case Data (on disk or tape). MPC shall use such shared data for internal research purposes only, and will not make any external, public use or Release of such research data without the prior, written consent of Client.

7. Modification of Software, Cards, or MPDS. Other than as specifically provided in this BSP, you may not modify, change, or alter the MPDS Protocols or anything on the Software, Cards, or MPDS without the prior, express, written consent of MPC.

This BSP outlines the scientific process of protocol modification which is performed by the College of Fellows of the NAEMD (see sections titled "Changing the MPDS" and "Accepted Process for MPDS Modification" in this BSP). Implementation of Updates, as provided in the section of this BSP titled "Updates," qualifies as a modification, change, or alteration with MPC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or MPDS by the Client is a material Breach of the CLA, giving cause for MPC to terminate this Agreement or withhold further Service and Support.

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

9. Protection of Software, Cards, and MPDS. Relative to the Software, Cards, and MPDS, the following acts by Client are all expressly prohibited: unauthorized duplication, translation or modification (including any deletion from or addition of text or code to any of them); allowing third party access to or use thereof; creation of derivative works based thereon; reverse engineering, decompiling, disassembling, or any other attempt to discover the source code or trade secrets of the Software; or use of the Software or MPDS in any manner not expressly licensed by this Agreement.

10. Support and Services. MPC is only responsible for maintaining and helping you to use the Software, Cards, or MPDS in accordance with this BSP. To receive these services, you must be a Registered Licensee with service prepaid under either the Initial License Fee (see defined terms "Service" and "Support" in this BSP) or under the Extended Service Plan (see section titled "Extended Service Plan" in this BSP). Any support or services provided by MPC shall also be subject to and governed by the sections of the CLA titled "Disclaimer of Warranties," "Limitation on Liability," and "Sole Remedy and Allocation of Risk," and "Law," in the same manner that they are applicable to the Software, Cards, and MPDS.

11. Modification of Agreement. No vendor, distributor, dealer, retailer, sales person or other person is authorized by MPC to modify the Client License Agreement or to make any warranty, representation or promise which is different than, or in addition to, the warranties, representations or promises of this Agreement.

12. Purchase Orders, Etc. MPC shall not be bound by any provision of any purchase order, receipt, acceptance, confirmation, correspondence or otherwise from Client, unless MPC specifically agrees in writing to any such provision.

13. Recommendations and Input. As an important part of its on-going research and development to optimize the effectiveness of the MPDS, MPC, Inc. regularly evaluates the experience, findings and recommendations of:

1. MPDS clients in the field;
2. College of Fellows of the National/International Academy of EMD;
3. Quality Assurance programs;
4. Internal research and studies;

As a result of these and other research and development activities, MPC may, from time to time, prepare and release Updates and New Versions of the Software, and/or Cards, and/or MPDS (see sections titled "Updates" and "New Versions" above).

14. Updates. When MPC determines that particular revisions or enhancements may be useful to its licensees as an Update to the current version of the MPDS, MPC may issue an Update to licensed clients who have maintained their registration current for the Basic Service Plan, or Extended Service Plan, per the CLA. Such Updates may be accompanied by instructions for updating the MPDS (e.g. substitution of new Software and/or Cards for old). Client shall, within 30 days of receipt of any update, implement such Update. Client's failure to implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for MPC to terminate this Agreement or withhold further Service and Support. See also defined term titled "Updates," above in this BSP.

15. New Versions. When MPC determines that substantial revisions to the Software and/or Cards and/or MPDS (or other factors) justify it, MPC will publish a new Version of the Software and/or Cards, and will cease issuing Updates for preceding versions and editions. Said new Version then becomes the current edition of said product. It constitutes a new product which can only be obtained through the purchase of a new client license from MPC. When a new Version is first made available by MPC, registered licensed clients of the preceding version will be offered, for a fee, a client license to use the new Version. The new Version will be governed by MPC's then-current client license agreement and basic service plan. New client licenses, as well as Updates, will only be issued for the then-current Version. MPC is not obliged to maintain or support prior or outdated Versions and/or editions. See also defined term "Version," above in this BSP.

16. Facsimile/Copies/User Guides. MPC will initially deliver to each Card licensee a single copy of the MPDS (called the Pocket Users Guide™) for off-line use in orientation, training, and review, but not for actual on-line dispatching. These Facsimile Sets are clearly marked: "EXAMPLE ONLY: NOT FOR ON-LINE USE BY MEDICAL DISPATCHERS." The copyrighted facsimile Card set may not be copied or reproduced by any method, but additional copies may be obtained by licensed clients at MPC's then-current catalog price. Licensee's use of these Information Facsimiles is limited to these specified "off-line" purposes.

17. Customization of responses. Authorized customization of the MPDS 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 Cards 1 through 32. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local EMS 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 MPC or to coordinate these particulars with MPC (unless required to do so by separate consulting agreement), and MPC bears no

responsibility or liability for actual local responses selected or used.

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

A. Implementation and Familiarity with the MPDS. The MPDS is currently in its 10th revised edition and has been in continuous field use since 1978. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the MPDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

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

1. As with other aspects of a sound EMS program, a qualified EMS Physician must be engaged as Medical Director. Depending upon the requirements and resources of the EMS system, this may be a part-time or a full-time position. In either case, the Medical Director must be empowered with control over medical policies, procedures and decisions in the system. The Medical Director must be regularly involved at all levels, particularly at the "front line" level where the EMDs handle the calls for EMS help. This helps even an experienced EMS Physician to become functionally "dispatch literate." The Medical Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any Medical Director who has not already participated in a NAEMD Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual NAEMD Dispatch Center accreditation.
2. **MEDICAL PRIORITY DISPATCH SYSTEM STEERING and/or MEDICAL REVIEW:** One or more committees should be established to set policy and review performance of EMD operations with the MPDS. The Medical Director should participate in all material decisions by these committees and should be included as a signatory on any policy and/or procedural determinations made by such committees. An MPDS Steering and/or Medical Dispatch Review Committee should be established and meet at least quarterly to review, evaluate, and/or approve the application of policies and/or procedures affecting MPDS operations.
3. **CERTIFICATION:** It is strongly recommended that all EMDs utilizing the MPDS be certified by the NAEMD and that all system administrators, managers, and supervisors be certified in the NAEMD 1-day National Executive Certification Course. The MPDS is not intended to be used or supervised by untrained or uncertified individuals.
4. **CONTINUING DISPATCH EDUCATION ("CDE"):** All EMDs utilizing the MPDS should participate in a structured CDE program that provides necessary relearning, familiarization, and

updating with the evolving science of the MPDS. At a minimum it is suggested that 12 hours per year be devoted to CDE.

5. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is essential that EMDs closely comply with the MPDS interrogation, prioritization coding, and DLS scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that a 10% random sample of all medical dispatch calls be reviewed in this manner and that the EMD's compliance percentages to each area be serially maintained. Very large agencies may benefit by a >5% random sample. EMDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Noncompliance to the MPDS has been demonstrated to significantly decrease its effectiveness and safety.

6. **Accreditation:** It is strongly recommended that all dispatch agencies utilizing the MPDS achieve the operating performance standards required for Accreditation by the NAEMD.

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

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

Individual licensed clients are not allowed to change or modify any preprinted text or color coded portion of Cards or Software unless authorized to do so by MPC, as agent of the NAEMD 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 MPDS can be unified and new improvements shared by all licensed clients.

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

21. **Standard of Care and Practice.** For more than fifteen years, MPC and its originators, have been the principal contributors to

the establishment of safe professional standards for Emergency Medical Dispatch care and training. MPC's MPDS, as well as its EMD training and certification programs, both meet or exceed every applicable standard known to MPC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, MPC is dedicated and determined to continue setting the standard in EMD. In the opinion of some medical-legal experts, when the current Version of the MPDS is properly used by NAEMD-Certified EMD professionals, the current standard for medical dispatch care has been met, and the most reasonable actions for the patient and the EMS system have been taken by the EMD center.

22. **Dedicated Legal and Consultative Support.** Medical Priority Consultants, Inc. is available for EMD system evaluations, EMD case reviews, and expert opinion and witness services to currently registered licensed clients of the MPDS who have kept their Software and/or Cards up-to-date (per sections titled "Support and Service," "Updates," and "New versions" of this BSP), and to their professional staff and EMD instructors who have been trained, then certified through the NAEMD. MPC's professional staff will vigorously defend proper use of the MPDS by professionally trained EMDs against charges of dispatch negligence which may arise. All such services are available at MPC's then-current fee schedule for such licensed client services.

23. **Trademarks, Servicemarks or Copyrights.** The following terms (which may have been used in this document) are trademarks or servicemarks of MPC, Inc.:

- Advanced Medical Priority Dispatch System, or AMPDS
- Dispatch Life Support, or DLS
- Emergency Medical Dispatch Software
- Emergency Medical Dispatch System
- First at helping people first
- Medical Priority
- Medical Priority Dispatch Cards
- Medical Priority Dispatch Software
- Medical Priority Dispatch System, or MPDS
- Priority Dispatch
- Zero-Minute Response Time

24. **Extended Service Plan.** For licensed Software users, this BSP may be extended for additional 12-month periods beyond the 90-days covered by the Initial License Fee by Client's payment to MPC of 15% of the amount of the Initial License Fee before the expiration of each previously paid period of BSP coverage. For licensed Card users, extended service is included in the Initial License Fee and this BSP is applicable to Cards for so long as the Cards licensed herein are MPC's Current Version, and no New Version has been issued (see Section of this BSP titled "New Version").

EXHIBIT B

AQUA Basic Service Plan

MEDICAL PRIORITY DISPATCH SYSTEM™

BASIC SERVICE PLAN



1. Application. This Basic Service Plan applies to the accompanying license to use MPC's MPDS Software for Advanced Quality Assurance management: AQUA™.

2. Key Terms Defined

"BSP" = The Basic Service Plan: MPC's written Policies and Procedures governing Client Service and Product Support of the Licensed Software. As provided in the section titled "Basic Service Plan, Registration, Updates and Support" of the Client License Agreement, the BSP in effect at the time the Initial License Fee was paid, was attached to and made part of the Client License Agreement. MPC may, at its sole option, modify and replace the BSP from time to time. Client's receipt by certified delivery of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP becomes null and void. The modified replacement BSP then become the current BSP and is part of the Client License Agreement. All parties to the Client License Agreement shall adhere to the BSP.

"CLA" = The Client License Agreement, which is the Software Limited License Agreement of which this BSP is part.

"Client," "Licensee," and "You," or "you," or "your" = Referring to the Licensee or entity which executes the CLA of which this BSP is part.

"Station" = Computers, terminals, nodes and workstations in Agency's possession and control that access or use the Software.

"MPC" = The Licensor, Medical Priority Consultants, Inc., a Utah corporation, which is the owner of the Software and related documentation, and which owns and/or controls the intellectual rights thereto.

"Release" = A Release represents a minor collection of improvements, modifications, or changes to Software or documentation, within an Update (see Update below). Generally, Releases are non-scheduled events, provided only upon request to currently registered, licensees under initial or extended BSP with MPC.

"Software" and "AQUA" = The computerized version of MPC's proprietary QA/QI management system in the form of computer programs on whatever media might be used to store them. This definition also includes, whenever the context reasonably permits, the related documentation and media provided to Client with the Software. User rights to the Software are obtained by Client only under CLA from MPC. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software which may subsequently be provided by MPC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by MPC at the time.

"Service" and/or "Support" = Client Service and Technical Product Support via the telephone. Basic support included in the Initial License Fee is available to registered licensed clients for the first ninety (90) days following their License Date, up to a maximum of 2 hours per licensed station. Extended Service and Support is available as specified under the section titled "Extended Service Plan" in this BSP.

"Update" = An Update represents a collection of improvements, modifications, or changes to the Software or documentation within a Version (as this latter term is defined below). Generally, Updates are scheduled events, provided free to all currently registered, licensed clients under basic or extended service agreement with MPC. See also the section titled "Updates," below in this BSP.

"Version" = A Version of the Software constitutes the combination of the Software and the included documentation, as specified by MPC. See also the section titled "New Versions" below in this BSP.

3. Responsibility. Client assumes full responsibility for the selection of the Software as well as for the installation, implementation, use, and results obtained from the Software. You are responsible for decisions made and actions taken based on the Software.

4. Registration. To receive notice of Updates and insure full entitlement to MPC's support services, Client must, within 30 days of receipt of the Software, complete, sign, and return to MPC, the accompanying Client Registration Form. Licensee shall have no rights under either the Limited Warranty or the BSP if such Client Registration Form is not completed, signed, and returned to MPC within the specified time limit.

5. Research Data Sharing. In the interests of advancing the state-of-the-art in EMD through effective use of and improvements to the Software, Client shall, in timely response to MPC's reasonable, written requests, provide MPC with Data (on disk or tape). MPC shall use such shared data for internal research purposes only, and will not make any external, public use or Release of such research data without the prior, written consent of Client.

6. Modification of Software. Other than as specifically provided in this BSP, you may not modify, change, or alter the Software without the prior, express, written consent of MPC. Implementation of Updates, as provided in the section of this BSP titled "Updates," qualifies as a modification, change, or alteration with MPC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software by the Client is a material Breach of the CLA, giving cause for MPC to terminate this Agreement or withhold further Service and Support.

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

8. **Protection of Software.** Relative to the Software the following acts by Client are all expressly prohibited: unauthorized duplication, translation or modification (including any deletion from or addition of text or code to any of them); allowing third party access to or use thereof; creation of derivative works based thereon; reverse engineering, decompiling, disassembling, or any other attempt to discover the source code or trade secrets of the Software; or use of the Software in any manner not expressly licensed by this Agreement.

9. **Support and Services.** MPC is only responsible for maintaining and helping you to use the Software in accordance with this BSP. To receive these services, you must be a Registered Licensee with service prepaid under either the Initial License Fee (see defined terms "Service" and "Support" in this BSP) or under the Extended Service Plan (see section titled "Extended Service Plan" in this BSP). Any support or services provided by MPC shall also be subject to and governed by the sections of the CLA titled "Disclaimer of Warranties," "Limitation on Liability," and "Sole Remedy and Allocation of Risk," and "Law," in the same manner that they are applicable to the Software.

10. **Modification of Agreement.** No vendor, distributor, dealer, retailer, sales person or other person is authorized by MPC to modify the Client License Agreement or to make any warranty, representation or promise which is different than, or in addition to, the warranties, representations or promises of this Agreement.

11. **Purchase Orders, Etc.** MPC shall not be bound by any provision of any purchase order, receipt, acceptance, confirmation, correspondence or otherwise from Client, unless MPC specifically agrees in writing to any such provision.

12. **Recommendations and Input.** As an important part of its on-going research and development to optimize the effectiveness of the Software, MPC, Inc. regularly evaluates the experience, findings and recommendations of:

1. MPC Clients in the field;
2. College of Fellow of the National/International Academy of EMD;
3. Quality Assurance programs;
4. Internal research and studies;

As a result of these and other research and development activities, MPC may, from time to time, prepare and release Updates and New Versions of the Software (see sections titled "Updates" and "New Versions" below).

13. **Updates.** When MPC determines that particular revisions or enhancements may be useful to its licensees as an Update to the current version of the Software, MPC may issue an Update to licensed clients who have maintained their registration current for the Basic Service Plan, or Extended Service Plan, per the CLA. Such Updates may be accompanied by instructions for updating the Software (e.g. substitution of new Software for old). Client shall, within 30 days of receipt of any update, implement such Update. Client's failure to implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for MPC to terminate this Agreement or withhold further Service and Support. See also defined term titled "Update," above in this BSP.

14. **New Versions.** When MPC determines that substantial revisions to the Software (or other factors) justify it, MPC will publish a new Version of the Software, and will cease issuing Updates for preceding versions. Said new Version then becomes the current version of said product. It constitutes a new product which can only be obtained through the purchase of a new client license from MPC. When a new Version is first made available by MPC, registered licensed clients of the preceding version will be offered, for a special upgrade fee, a client license to use the new Version. The new Version will be governed by MPC's then-current client license agreement and basic service plan. New client licenses, as well as Updates, will only be issued for the then-current Version. MPC is not obliged to maintain or support prior or outdated Versions. See also defined term "Version," above in this BSP.

15. **Trademarks, Servicemarks or Copyrights.** The following terms (which may have been used in this document) are trademarks or servicemarks of MPC, Inc.:

- Advanced Medical Priority Dispatch System, and AMPDS
- Advanced Quality Assurance, and AQUA
- Advanced QA/QI Management System
- Dispatch Life Support, and DLS
- Emergency Medical Dispatch Cards, and EMD Cards
- Emergency Medical Dispatch Software, and EMD Software
- Emergency Medical Dispatch System, and EMD System
- Emergency Medical Dispatch Protocols, and EMD Protocols
- First at helping people first
- Medical Priority
- Medical Priority Consultants
- Medical Priority Dispatcher
- Medical Priority Dispatch Cards
- Medical Priority Dispatch Software
- Medical Priority Dispatch Protocols
- Medical Priority Dispatch System, MPDS, MPDS Cards, MPDS Software, and MPDS Protocols
- Priority Dispatch
- Priority Dispatch Quality Assurance and PDQA
- Zero-Minute Response Time

16. **Extended Service Plan.** This BSP may be extended for additional 12-month periods beyond the 90-days covered by the Initial License Fee by Client's payment to MPC of 15% of the amount of the Initial License Fee before the expiration of each previously paid period of BSP coverage.