

SERVICE AND PRICING AGREEMENT

This Service Agreement (the “Agreement”) is made by and between Medical Priority Consultants, Inc. *dba* Priority Dispatch Corp., a Utah corporation, located at 110 S. Regent Street, Suite 500, Salt Lake City, UT 84111 (“PDC”) and Chatham County located at PO Box 1809, Pittsboro, NC 27312 (“Client”) on March 27, 2026 (“Effective Date”). PDC and Client are collectively referred to herein as the “Parties” or individually as a “Party.”

BACKGROUND

A. PDC is in the business of developing, licensing, publishing, distributing, and maintaining propriety emergency dispatch licensed products throughout the world, and offers products, services, and ongoing support and maintenance to users of the Priority Dispatch System® (PDS).

B. Client is an existing user of the PDS and of PDC’s licensed products and services, and desires now to renew licensing, and continue the respective maintenance and support for the current and any additional licenses, products and/or services as set forth in this Agreement.

C. This Agreement describes the service(s) and support to be provided by PDC and does not cancel or void any pre-existing agreements between the Parties.

D. The Parties agree that this Agreement, along with any pre-existing agreements (such as Extended Service Plan, Quality Performance Review, Pricing, and/or End User License Agreements), shall govern all current and future Client-operated public safety answering points or communications centers.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1. **“Licensed Products”** include all material, in whatever form or medium, related to the PDS; including, but not limited to, software, documentation, content, and/or manual card sets that Client receives or has received from PDC in connection with this Agreement, or any pre-existing agreement(s), and as further identified in Client’s invoice or quote from PDC. Licensed Products also include any and all manuals, instructions and other documents and materials that PDC provides or makes available to Client on behalf of the International Academies of Emergency Dispatch (IAED), in any form or medium in relation to the product. The use and maintenance of the PDS and other PDC licensed products are set forth in the applicable End User License Agreement (“EULA”), as amended from time to time. The applicable EULA is incorporated herein into this Agreement as though set forth at length. The applicable EULA(s) can be found at: <https://www.prioritydispatch.net/en/licensing>.

2. **Use & Ownership.** The Licensed Products, and their contents, and any and all copies thereof and derivatives, variations or permutations therefrom are owned by PDC. Client acknowledges that PDC owns or has rights to, all intellectual property rights in and to the Licensed Products. License fees purchase only the limited license to use the products as provided in this Agreement. Client agrees not to infringe upon any of the exclusive intellectual property rights of PDC. Copies of the Licensed Products are loaned to Client by PDC for the duration of the License only, and only for the purpose of enabling Client to exercise its License rights.

3. Term & Termination

3.1. This Agreement shall have an initial term of Click or tap here to enter text. years from the Effective Date. The quoted pricing for licenses, services, and support is fixed for the duration of the term of this agreement, or as otherwise agreed by the Parties in writing. Following the initial term, and unless terminated as set forth herein, this Agreement shall thereafter automatically renew for consecutive one-year terms.

3.2. **Material Breach.** If a Party materially breaches this Agreement, any pre-existing agreement(s), or the EULA, and fails to cure such breach within 30 days after written notice and opportunity to cure the breach, this Agreement may be terminated subject to the decommission process.

3.3. **Termination for Convenience.** Client may terminate this Agreement for any reason after giving PDC advance written notice no less than 90 days, subject to the decommission process below.

3.3.1. **Decommission Process.** The Decommission Process will involve, among other activities, collecting all PDC's intellectual property and Licensed Products, and exporting PDS data in a format that will give Client access to historical records. Client understands that PDC will come on site at their location(s) and Client 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.

4. **One Plan Maintenance, Extended Service Plan and Other Services.** As applicable, Client has opted for the One Plan Maintenance Package, Extended Service Plan, or the continuation or extension of products or services that will be provided under the terms of this Agreement or pre-existing agreements, and as set forth in Quote # Q- (see Attachment A).

5. **Service Level Agreement.**

<https://www.prioritydispatch.net/en/licensing>.

6. **Artificial Intelligence (AI) Technology.** Client is absolutely prohibited from using, or allowing any vendor, supplier, contractor, agent, or employee of Client to use for itself or in Client'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 Client 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, Client shall immediately notify PDC in writing and shall inform PDC of the AI Technology or services being contracted by Client 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. Client shall fully indemnify and hold PDC and IAED harmless from all claims, losses, or damages related to Client's use of AI Technology.
- b. The following materials are considered protected Intellectual Property of IAED, PDC and PSI and may not 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.

7. **Pricing & Payment Terms.** Client shall pay PDC the fees for license, products, and services specified on Client's invoice from PDC. PDC RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IF CLIENT IS NOT CURRENT ON ITS FINANCIAL OBLIGATIONS TO PDC. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding. A 3% fee will be added for all credit card charges over \$5,000.

7.1. Fees schedule listed on Attachment A:

Year 1: (2026-2027) License renewal, service and support \$79,450.00
Year 2: (2027-2028) License renewal, service and support \$83,450.00
Year 3: (2028-2029) License renewal, service and support \$83,450.00
Year 4: (2029-2030) License renewal, service and support \$89,100.00
Year 5: (2030-2031) License renewal, service and support \$89,100.00

/signature page follows/

IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as follows:

PRIORITY DISPATCH CORP.

CHATHAM COUNTY 911

Signature:_____

Signature:_____

Print Name: J. Simón Cantarero

Print Name:_____

Title: General Counsel & Corp. Secretary

Title:_____

ATTACHMENT A

PRIORITY DISPATCH CORP.
QUOTE #Q-85137