



VIA HAND DELIVERY

3 March 2014

James G. Featherstone
Interim Fire Chief
Los Angeles Fire Department
200 North Main Street, 16th Floor
Los Angeles, CA

Dear Chief Featherstone:

It has come to our attention that the LAFD (the "Department") is not using the MPDS protocols appropriately, misapplying the protocols, or not using them at all. The Department's EMS Medical Director, Dr. Marc Eckstein, has made recent public statements to local media representatives about the MPDS protocols that are not only untruthful, but factually misrepresent the role that the MPDS protocols played in recent dispatch errors by firefighter/calltakers.

The medical appropriateness of the MPDS protocols is governed by the International Academies of Emergency Dispatch (the "Academy"). The Academy is an internationally recognized, non-profit, dispatch protocol standard-setting organization, to which there is no equal. The Academy's membership includes the world's foremost medical dispatch experts. Consequently, the MPDS is the most studied, scientifically proven, robust, and dynamic emergency medical dispatch system in the world. It is used in 43 countries, 20 languages and dialects, within 2,930 communication centers.

The MPDS protocols themselves are owned and marketed by Priority Dispatch Corporation, a private company based in Salt Lake City, Utah. Recent public statements by the LAFD Medical Director, the Interim Fire Chief and individual members of the Department clearly indicate that the protocols are being incorrectly blamed for dispatch errors made by firefighter/calltakers who are not complying with the MPDS protocols.

Priority Dispatch Corp., with the support of the Academy's Board of Trustees, hereby notifies the Department to Cease and Desist all use of the MPDS, within 60 days, unless improvement is made to the satisfaction of the Academy. Pursuant to the MPDS license agreement, such termination will require the Department to cease using and return all parts, facsimiles, copies, training materials, logic formulas, and software systems provided by Priority Dispatch and the Academy. While under the license agreement such termination can be immediate, Priority Dispatch, in this case, will allow the Department 60 days to make the transition. We have attached, to this letter, the applicable sections of the end-user license agreement.

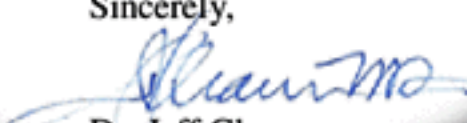


The Department has indicated over the past few years the desire to improve its very poor compliance to the MPDS protocol, and Priority Dispatch and the Academy have worked tirelessly with the Department to that end. Unfortunately, the Department's unwillingness to change its practices and follow the MPDS protocol creates a threat to the health, safety and welfare of every man, woman and child in the City.

As a private company that is the worldwide leader in emergency medical dispatch technology, Priority Dispatch can no longer stand idly by while its product brand is being is being denigrated with false and misleading statements by LAFD management officials and individual dispatchers.

We requested to meet with Dr. Eckstein and other Department officials to discuss these matters but were turned down. It is our sincere desire to assist the Department in resolving any outstanding issues related to the MPDS protocols. In the absence on the part of the LAFD to immediately begin taking the appropriate steps to ensure that firefighter/calltakers use the protocols the way they have been trained to use them, we will reluctantly cancel the Department's MPDS license agreement.

Sincerely,



Dr. Jeff Clawson
CEO/Medical Director
Priority Dispatch Corporation

cc:

The Honorable Eric Garcetti
Mayor – City of Los Angeles
Herb J. Wesson, Jr.
President – City Council
Mitchell Englander
Chair of Police and Public Safety Committee
Nury Martinez
Councilwoman – District 6
Mike Bonin
Councilman – District 11
Mitch O'Farrell
Councilman – District 14
Joe Buscaino
Councilman – District 15
Board of Trustees – IAED

Attachment: General Termination & Unsafe Practices Sections



MPDS and Software License Agreement – General termination: 30-days, after notice

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

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

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

