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LIFE LINE BILLING SYSTEMS, LLC
MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2026, (the "Effective Date") by and between Consolidated Fire Agencies of the East Valley dba CONFIRE, (herein referred to as "Client"), an entity duly organized and existing under the laws of the State of California with principal offices located at 1743 Miro Way, Rialto, CA 92376, and Life Line Billing Systems, LLC, d/b/a LifeQuest Services, a company duly organized and existing under the laws of Wisconsin, whose address is W62 N248 Washington Avenue, #204, Cedarburg, WI 53012, (hereinafter referred to as "Agency"). Client and Agency are referred to herein individually as "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, Client is engaged in the business of providing various services to customers, some of whom fail to pay in full or on time, resulting in outstanding account balances;

WHEREAS, Agency is engaged in the business of providing various accounts receivable management services and systems, and is willing to provide services to Client, in accordance with the definition, terms and conditions set forth in this Agreement;

WHEREAS, Client wishes to engage Agency's services, to assist in collecting on its balances owed; and

WHEREAS, the Parties intend for this Agreement to define their respective rights, duties and obligations concerning the services and matters related thereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1. "Account(s)" or "Customer Account(s)" generally refers to Client accounts for the servicing or collection of an outstanding balance due, as may be further defined by an applicable Statement of Work or Exhibit.

1.2. "Account Information" is all information related to an Account including, but not limited to, personally identifiable information, balance and service information.

1.3. "Client Data" is all Client information that Client provides to Agency or that otherwise comes into Agency's possession pursuant to this Agreement, including Account or Consumer Information.

1.4. "Client Systems" is any computers, equipment, systems, or applications owned or licensed by Client or a Client's Third Party Client that may be used or accessed by Agency in connection with the Services.

1.5. "Consumer Information" means customer information as defined in 16 C.F.R. § 314.2(b) as well as any information that identifies a customer or consumer (as such terms are defined by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 et seq.), as amended from time to time) and

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information from which a customer's or consumer's identity can be ascertained, either from the information itself or by combining the information with information from other sources, including any information provided by Client to Agency, or that Agency shares with Client, that relates to an individual.

1.6. "Customer" means any individual or entity that receives services from Client, resulting in an Account. This includes, but is not limited to, patients, clients, or other individuals who maintain a similar relationship with Client.

1.7. "Services" means all services performed by Agency for Client as set forth in a Statement of Work or other applicable Exhibit, including but not limited to those outlined in Section 4.1 of the applicable SOW.

1.8. "Statement(s) of Work" or "SOW" refers to a separate document executed under and governed by this Agreement that defines the specific services, pricing, and other project-specific terms applicable to a particular engagement between the Parties. Each SOW shall be incorporated by reference into this Agreement. In the event of a conflict between the terms of an SOW and this Agreement, the terms of this Agreement shall govern unless the SOW expressly states otherwise.

2. SERVICES.

2.1. **Statement(s) of Work.** During the Term (as defined below) of this Agreement, Client shall place Accounts with Agency for the provision of Services as further defined in the SOW(s) attached hereto and incorporated by reference. If the Parties do not execute an SOW, this Agreement shall be terminated effective immediately with no recourse, consequence, or penalty to either Party.

2.2. **Receipt of Payment.** All funds collected by Agency on a Customer Account shall be promptly deposited into a separate trust account maintained by Agency at a federally insured financial institution for the benefit of Client.

2.3. **Cessation of Activity.** Client may direct Agency to cease collections of any individual Account(s) by providing written notice to Agency, which shall be effective upon Agency's receipt of such notice.

2.4. **Reporting.** Agency shall provide Client with appropriate reporting and information regarding Agency's provision of Services.

2.5. **Legal Action.** Agency will not initiate legal action on any Account without Client's prior express written authorization. If Client wishes to authorize Agency to pursue legal action on Accounts, the terms governing such actions must be set forth in a separate SOW.

2.6. **Exclusivity.** Client hereby acknowledges that Agency is the exclusive provider of the Services outlined in this Agreement, including those specified in any applicable SOW or Exhibit. Client shall not engage any third party to perform the same or substantially similar Services during the Term of this Agreement without Agency's prior written

3. TERMS OF PAYMENT.

3.1. **Fees.** Client shall compensate Agency for the Services in accordance with the payment terms set forth in each applicable SOW (collectively the "Fees"). All payments shall be made in the manner, amounts, and timeframes specified in the SOW.

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3.2. **Invoice.** Agency shall provide Client with a monthly invoice setting forth the Fees and amounts due Agency for the Services. Client will pay any undisputed Fees within thirty (30) days of Agency's sending the invoice. Upon Client's request, Agency shall include additional invoice details as mutually agreed upon by the Parties, with such details specified in the applicable SOW.

3.3. Payment.

3.3.1. **Method of Payment.** Client shall remit payment to Agency using one of the following accepted payment methods: wire transfer, ACH transfer, check, or any other method mutually agreed upon in writing by the Parties**.** All payments shall be made in U.S. dollars and in accordance with the payment terms set forth in the applicable SOW.

3.3.2. **Electronic Funds Transfer.** If payment is made by check, Client acknowledges and agrees that Agency may process the check as a standard check transaction or convert it into an electronic funds transfer (EFT), as permitted under this Agreement. If Agency processes the payment via EFT, the funds may be withdrawn from Client's account as soon as the same day the check is received. Client acknowledges that, in the case of an EFT, it will not receive a canceled check from its financial institution.

3.3.3. **Late Payment.** A one-time late fee of 5% shall be added to any undisputed invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

3.4. **Dispute.** If Client disputes any portion of an invoice in good faith, it must provide Agency with a written notice of dispute ("Dispute Notice") on or before the invoice due date. The Dispute Notice shall include a detailed explanation of the basis for the dispute and all supporting documentation that Client relies upon in making the dispute, equivalent to what would be provided in a formal dispute process. Failure to provide a timely Dispute Notice with the required supporting documentation shall constitute a waiver of Client's right to dispute the invoice.

Upon receipt of a valid Dispute Notice, Agency shall have thirty (30) days to review the dispute and supporting documentation. Agency, in its sole discretion, shall determine whether any adjustment to the invoiced amount is warranted. Following Agency's determination, Client shall remit payment in full for any remaining undisputed or adjusted amounts within thirty (30) business days.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

4.1. **Client Representations and Warranties.** As an inducement to Agency to enter into this Agreement, Client represents and warrants to Agency and agrees to the following:

4.1.1. Client has the power and authority to place Accounts with Agency for collection and to authorize Agency to provide Services in accordance with this Agreement and all applicable laws.

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4.1.2. All amounts, fees, interest, or charges associated with the Accounts have been validly assessed, are legally enforceable, and are authorized by law and/or the underlying agreement creating the amount due.

4.1.3. Client shall provide Agency with complete, accurate and timely Consumer and Account Information necessary for Agency to provide Services, including, but not limited to, accurate balance information, payment history, customer contact information, dispute history, and any relevant account documentation.

4.1.4. Client maintains, in its possession, all documentation necessary to substantiate the validity, enforceability, and accuracy of the information on any Account placed with Agency. Client shall promptly provide such documentation to Agency upon request.

4.1.5. Accounts placed with Agency: (a) are valid, due and owing; (b) have not been discharged in bankruptcy or included in a presently pending bankruptcy; (c) have not been disputed, settled, or paid-in-full; (d) are not currently subject to representation by a consumer attorney; and (e) have not been the subject of any previous litigation, judgment, or legal proceeding, except as expressly disclosed to Agency in writing prior to placement..

4.1.6. Client shall within forty-eight hours notify Agency in writing of any and all notices, correspondence, or legal filings received by Client or Client representatives from a Customer regulatory agency, or legal representative regarding an Account placed with Agency, including but not limited to: (a) disputes, complaints, cease-and-desist requests, or verification requests; (b) notifications of bankruptcy filings or legal representation;(c) direct payments or returned checks related to an Account assigned to Agency; and (d) any other information that may impact Agency's ability to lawfully and effectively perform its Services.

4.1.7. Client shall within forty-eight hours notify Agency of Client's actual, or constructive knowledge of any of the following events: (i) any customer of an Account files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Account placed with Agency, or is the subject of a complaint or a cease and desist notification by a debtor during the time in which Agency is providing Services; or (ii) Client receives any direct or indirect payment on an Account or a returned check on any such payment during the time in which Agency is providing Services to Client.

4.1.8. Client shall maintain its Systems in compliance with industry standards, ensuring that such systems remain fully operational and capable of supporting the Services. If Agency provides any hardware or software to facilitate Client's use of the Services, Client shall maintain such hardware and software in good working condition and shall not modify or interfere with such systems without Agency's prior written consent.

4.1.9. Client represents and warrants that it has complied and will continue to comply with all applicable federal, state, and local laws, rules, and regulations governing the origination, maintenance, and collection of Accounts. Client further warrants that it has not engaged in any deceptive, misleading, or unfair practices in connection with any Account placed with Agency.

4.1.10. Client represents and warrants that its engagement with Agency does not violate any other agreements with third parties and that Client has not assigned, sold, or otherwise transferred any interest in the Accounts to another party.

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4.1.11. Other than as expressly set forth in this Agreement, Client makes no representations or warranties, express or implied, concerning the Accounts or the Services. Client, does however, acknowledge that its representations and warranties hereunder are material inducements for Agency to enter into this Agreement and that any breach of these representations and warranties shall constitute a material breach of this Agreement.

4.2. **Agency Representations and Warranties.** As an inducement to Client to enter into this Agreement, Agency represents and warrants to Client and agrees to the following:

4.2.1. Agency shall perform Services with professional skill, diligence, and in a commercially reasonable manner. Agency shall maintain its systems, employ personnel, and conduct its operations, in compliance with applicable federal, state and local laws, rules and regulations (collectively, "Laws") governing its activities and those applicable to Client in connection with the Services. Agency shall also adhere to the terms of this Agreement and any applicable SOW.

4.2.2. Agency shall obtain and maintain all necessary licenses or registrations to perform the Services under this Agreement.

4.2.3. Agency owns or otherwise holds all licenses or other rights in the systems necessary to provide the interface with Client Systems and to perform the Services;

4.2.4. Agency shall maintain its systems and infrastructure in good working order and repair, consistent with reasonable and customary industry IT standards and the requirements of this Agreement.

4.2.5. Other than as expressly set forth in this Agreement, Agency makes no representations or warranties, express or implied, concerning the Services.

5. **INDEPENDENT CONTRACTOR STATUS.** Agency, including all Agency personnel, shall perform the Services under this Agreement as an independent contractor. At no time shall Agency or its personnel, be considered employees, agents, officers, or representatives of Client, nor shall they hold themselves out as such. Agency shall have no authority to bind, or attempt to bind, Client to any agreement, liability, or obligation of any kind. This Agreement does not create, nor shall it be construed to create, a partnership, joint venture, fiduciary relationship, or any other profit-sharing arrangement between the Parties or their respective affiliates. Nothing in this Agreement shall prohibit or restrict Agency from providing similar services to other clients, provided that Agency complies with all obligations under this Agreement, including its confidentiality obligations.

6. DATA PRIVACY COMPLIANCE.

6.1. **Protection of Data.** Agency will maintain safeguards and take technical, physical and organizational precautions to protect Client Data against loss, destruction, alteration, unauthorized access by or disclosure to third parties while in the possession or under the control of Agency.

6.2. **PCI Compliance.** Agency will maintain safeguards and take technical, physical and organizational precautions to protect cardholder data, for Accounts serviced for Client, in its possession or in its systems as required by Payment Card Industry Data Security Standards (PCI DSS).

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6.3. **HIPAA Compliance.** Agency shall, in accordance with all applicable Laws, including, without limitation, the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder from time to time (collectively, the "HIPAA Rules"), maintain and safeguard the confidentiality of all patient information received or generated in connection with the services provided under this Agreement. Additionally, as required under the business associate provisions of the HIPAA Rules, Agency agrees to be bound by the language set forth in the separate Business Associate Agreement, which Business Associate Agreement is incorporated by reference into this Agreement. Agency agrees to take such action as is necessary to amend this Agreement and the Business Associate Agreement from time to time as may be necessary to comply with the requirements of the HIPAA Rules.

6.4. **Disclaimer.** While Agency will use commercially reasonable efforts to secure and protect Client Data, Client acknowledges that no system, network, or data transmission can be fully guaranteed to be secure from unauthorized access or breaches. Accordingly, Agency makes no warranty or guarantee, express or implied, that such security measures will prevent all possible security incidents, cyberattacks, or data breaches.

7. TERM AND TERMINATION.

7.1. **Term.** This Agreement shall commence on the Effective Date set forth above for a period of one year (1) year, (the "Initial Term").

7.2. **Renewal.** Upon expiration of the Initial Term, this Agreement can be renewed for a one (1) year period, at Client's request and Agency's acceptance, unless terminated in accordance with the governing terms of this Agreement. The Initial Term and all Subsequent Terms shall collectively be referred to as the **"Term."** All terms and provisions of this Agreement shall remain in full force and effect during each Renewal Term unless modified by the Parties in a signed writing.

7.3. **Termination for Convenience.** Notwithstanding any provision to the contrary, this Agreement, whether in its entirety or in part with respect to one or more SOW, may be terminated without cause by either Party upon at least sixty (60) day's written Notice to the other Party.

7.4. **Termination for Insolvency/Discontinuance of Business.** This Agreement may be terminated immediately by a Party upon written Notice to the other Party: (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceeding for the settlement of the other Party's debts; (ii) upon the other Party making an assignment for the benefit of creditors; or (iii) upon the other Party's dissolution or ceasing to do business.

7.5. **Records Disclosure after Termination.** Unless otherwise required by law or this Agreement, after termination of this Agreement, Agency is not responsible to furnish Client with Account or Consumer Information.

7.6. **Payment upon Termination.** With respect to any termination of the Services (regardless of the reason), Client shall pay Agency any accrued but unpaid Fees and amounts due for Services performed through the effective date of termination in accordance with the invoices issued or to be issued by Agency therefor. Client shall also pay Agency any accrued and/or unpaid Fees for amounts due for any Customer payment received by Client due to Services performed by Agency up to one-hundred twenty (120) days after the date of termination.

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8. CONFIDENTIAL INFORMATION.

8.1. **Generally.** In connection with the performance of the Services (including all periods prior hereto during which proposals to perform the Services were being made and the Services were being evaluated), each of the Parties has or may have disclosed, or will or may disclose to the other Party certain confidential and/or proprietary information and materials, including, but not limited to, trade secrets, products or services, customers, business and marketing strategies, software programs, methods, inventions, processes and techniques, and/or other information identified by the Disclosing Party as confidential and proprietary (collectively, "Confidential Information"). With respect to Client, Confidential Information also expressly includes, but is not limited to, all Account Information, Consumer Information, and information covered by HIPAA Rules (as defined herein).

8.2. **Permitted Uses.** For purposes of this Section, a Party who has disclosed or discloses its Confidential Information is referred to as the "Disclosing Party" and the Party to whom such Confidential Information is disclosed is referred to as the "Receiving Party". Except as set forth below, the Receiving Party shall not disclose to any person or entity any Confidential Information of the Disclosing Party that is disclosed to, or is otherwise obtained by or becomes known to the Receiving Party. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than to perform its obligations or enforce its rights under this Agreement ("Permitted Uses").

8.3. **Limited Use and Disclosure.** The Receiving Party may use the Confidential Information of the Disclosing Party only to perform its obligations or enforce its rights under this Agreement, and shall be subject HIPAA Rules. The Receiving Party may disclose the Confidential Information of the Disclosing Party only to those employees, agents, attorneys and advisors of the Receiving Party who need to know such Confidential Information in order for the Receiving Party to make use effectively of it for the Services and rights and obligations arising under this Agreement. All such employees or other persons receiving such information shall first inform other persons who need to know such information of the aforementioned confidentiality obligations and shall obtain each person's consent to maintain the confidential nature of said information before disclosure. The Receiving Party shall be responsible for any unauthorized disclosure or use of the Disclosing Party's Confidential Information by such employees, agents, attorneys, advisors, or others.

8.4. **Care and Notice.** The Receiving Party shall protect and maintain the confidentiality of the Confidential Information of the Disclosing Party using at least the same level of care (but no less than reasonable care) that the Receiving Party uses to protect and maintain the confidentiality of its own Confidential Information. Each Party agrees to give the other immediate written Notice of any unauthorized access to or disclosure of Confidential Information.

8.5. **Request for Disclosure.** During the Term, in the event that the Receiving Party receives a request to disclose all or any part of the Confidential Information under an order or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body, the Receiving Party shall immediately notify the other Party of the existence, terms and circumstances surrounding such request and if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain from such court, agency or body an order, stipulation or other reliable assurance acceptable to the Disclosing Party that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed.

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8.6. **Permitted Use and Disclosure.** Notwithstanding the foregoing provisions, the obligations of the Receiving Party herein shall not apply to information and materials that:

8.6.1. As of the Effective Date of this Agreement, is in or at any time thereafter comes into, the public domain or is otherwise generally known at the time obtained by the Receiving Party or the time of disclosure, other than through a breach of this Agreement by the Receiving Party;

8.6.2. Can be shown by the Receiving Party to have been known to the Receiving Party prior to it being disclosed to it by the Disclosing Party;

8.6.3. Subsequently comes into the possession of either Party from a third party which had a lawful right to disclose such information without restriction or which is independently developed by such third party;

8.6.4. Is disclosed, pursuant to legal or regulatory requirements; or

8.6.5. The Receiving Party has written authority from the other Party to disclose it.

8.7. **Return or Destruction.** Except as otherwise required by law, at the request of the Disclosing Party during or upon termination of this Agreement, each Receiving Party shall, as promptly as practicable, deliver to the Disclosing Party all Confidential Information of the Disclosing Party then in the Receiving Party's possession or under the Receiving Party's control or, in lieu thereof, the Receiving Party may destroy all of the Receiving Party's copies of such Confidential Information and certify to the Disclosing Party in writing that such destruction has been accomplished; provided, however, in all events, the Receiving Party may retain one copy of such Confidential Information solely for archival purposes and which may be used only to demonstrate what was received from the Disclosing Party (or developed or maintained for the Disclosing Party) in connection with any dispute regarding the same which may arise.

9. LIMITATION OF LIABILITY.

9.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, CONTINGENT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. NOTWITHSTANDING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.1 ABOVE, SUCH LIMITATIONS SHALL NOT APPLY TO EITHER PARTY'S: (I) BREACH OF ITS CONFIDENTIALITY, DATA SECURITY OR PRIVACY OBLIGATIONS; (III) WILLFUL MISCONDUCT, RECKLESSNESS AND/OR NEGLIGENCE AND/OR (IV) FRAUD OR VIOLATION OF LAW.

10. INDEMNIFICATION.

10.1 Agency Indemnification. Client shall indemnify and hold the Agency and assigns harmless from and against any actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Client's breach of any provision of this Agreement whether by negligent or intentional means causing an incident where recovery is sought including, but not limited to, actions arising out of the failure of the Client to fully, completely, accurately and adequately report, for purposes of the Agency's

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collecting attempt of a Customer Account. It is understood and agreed that this acknowledgment is given as a full release of liability to the Agency.

10.2 Client Indemnification. Agency shall indemnify and hold the Client, its governing board, and each of its officers, officials, employees, agents, and representatives, harmless from and against any actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Agency's breach of any provision of this Agreement whether by negligent or intentional means. It is understood and agreed that this acknowledgment is given as a full release of liability to the Service Provider.

11. **FORCE MAJEURE.** If all or any part of either Party's performance of its obligations under this Agreement is prevented, hindered or delayed or otherwise made impracticable by reason of pandemic, fires, explosions, lightning, windstorm, tornadoes, earthquakes, vandalism, theft, accidents, acts of war or breaches of the peace, riots, civil disturbances, labor disturbances, strikes, lockouts, compliance with law or governmental regulation or other causes of like or different character beyond the control of either Party (each a "Force Majeure Event"), the Party whose performance is thus prevented, hindered or delayed (the "Hindered Party") shall be excused from such performance during the continuance of any such contingency and for so long as such contingency shall continue to prevent, hinder or delay such performance; provided, however, that in the case of any contingency the Hindered Party shall use its best efforts to overcome the cause and effect of such contingency; and provided, further, that if such Force Majeure Event shall prevent the Hindered Party from performing its obligations hereunder for more than two consecutive weeks, the other Party shall be entitled to terminate this Agreement immediately upon giving of written Notice to the Hindered Party.

12. **BUSINESS CONTINUITY AND DISASTER RECOVERY.** Agency currently has and will maintain an appropriate disaster recovery, business continuity and contingency plan, including applicable policies and procedures (collectively, the "DRBC Plan"). The DRBC Plan will provide for continued operation in the event of a catastrophic event affecting Agency's business operations and will be in accordance with internationally accepted business continuity, contingency and disaster recovery planning standards, procedures and practices.

13. **COOPERATION.** The Parties agree to cooperate fully with each other and to provide any assistance necessary in connection with any lawsuit, proceeding, investigation, security breaches or similar situations that relate to the Services or which may involve the Parties, their employees or agents.

14. **SURVIVAL OF TERMS.** Upon expiration or termination of this Agreement for any reason, the Parties will have no further obligations hereunder, except as set forth in Sections 4 (Representations, Warranties and Covenants), 5 (Independent Contractor Status), 6 (Compliance with Law), 8 (Confidential Information), 10 (Limitation of Liability), 11 (Indemnification), and 12 (Insurance) herein, which will survive termination of this Agreement.

15. GENERAL PROVISIONS.

15.1. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement by reference.

15.2. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

15.3. **Entire Agreement.** This Agreement, and all attachments, exhibits, and mutually approved and executed SOWs constitutes the entire agreement between Client and Agency regarding the

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subject matter of this Agreement, and supersedes all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and fully and finally sets forth the entire Agreement between the Parties hereto.

15.4. **Amendments.** Except as otherwise provided by the Agreement, SOW, or Exhibit, this Agreement, as well as any attachments, exhibits, or statements of work, shall not be amended or modified except in writing signed by both Parties.

15.5. **Waiver.** No waiver by either Party of any breach by the other Party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

15.6. **Assignment.** Neither Party may assign or transfer any interest under this Agreement without the prior written consent of the other Party, not to be unreasonably withheld, conditioned or delayed; provided that Agency may assign this Agreement, without any prior written consent from Client, to an affiliate or subsidiary of Agency or of Agency's parent company to assume responsibility for Agency's obligations under this Agreement.

15.7. **Severability.** If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, such provision, to the extent it is illegal, invalid or unenforceable, will be deemed omitted, but the remaining provisions shall not be affected in any way; and, to the extent permitted and possible, the invalid or unenforceable term or clause shall be deemed replaced by a term or clause that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or clause.

15.8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but except as hereinafter provided, nothing in this Agreement is to be construed as an authorization or right of any Party to assign its rights or delegate its duties under this Agreement as provided in Section 15.6.

15.9. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth below or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as set forth below and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice ("Notice").

Client:
Consolidated Fire Agencies of the East Valley dba CONFIRE
1743 Miro Way
Rialto, CA 92376

Agency:
Life Line Billing Systems, LLC, d/b/a LifeQuest Services
PO Box 397
Wheeling, IL 60090
contracts@emsmc.com

15.10. **Choice of Law; Venue.** This Agreement, including the documents, instruments and agreements to be executed and/or delivered by the Parties pursuant hereto, shall be construed, governed by and enforced in accordance with the laws of the state of California, without giving effect to the

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principles of conflicts of laws thereof. The Parties agree that any disputes arising out of or related to this Agreement shall be venued in the state or federal courts situated in California, and the Parties hereby consent to and submit to the personal jurisdiction of such courts.

15.11. **Attorneys' Fees and Costs.** Unless otherwise stated under this Agreement, if any legal action or other proceeding relating to this Agreement, the Services contemplated hereby, or the enforcement of any provision of this Agreement is brought by any Party, each Party shall be responsible for their own attorneys' fees, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorneys' fees incurred.

15.12 **Counterparts.** This Agreement may be executed and delivered in counterparts, and delivered via PDF, facsimile transmission, or electronic transmission, each of which shall be deemed an original and together shall constitute one agreement. Electronically transmitted signatures shall have the same binding effect as original signatures.

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the date set forth below, but to be effective as of the Effective Date.

Client:	**Agency:**
Consolidated Fire Agencies of the East Valley dba CONFIRE	**Life Line Billing Systems, LLC d/b/a LifeQuest Services**
_____	Signed by: Jay Gyure D4654ABACD10486...
Signature	**Signature**
Printed Name: _____	Printed Name: Jay Gyure
Title: _____	Title: Chief Financial Officer
Date: _____	Date: 11/10/2026

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Exhibit A

BILLING SYSTEMS, LLC

STATEMENT OF WORK – ACCOUNT COLLECTIONS

This Statement of Work ("SOW") is made and entered into as of this ___ day of _____, 2026 (the "SOW Effective Date"), by and between the Consolidated Fire Agencies of the East Valley dba CONFIRE ("Client") and Life Line Billing Systems, LLC("Agency").

1. INCORPORATION OF MASTER SERVICES AGREEMENT.

1.1. This SOW sets forth specific terms between Client and Agency regarding EMS Billing account collections services, but remains issued pursuant to, and incorporates by reference, the definitions, terms and conditions of the Master Services Agreement (the "Agreement").

1.2. This SOW reflects the final pricing and requirements for the Services, except as otherwise specified in the Agreement and as later modified by the Parties through a written agreement, permitted hereunder.

1.3. The definition of "Services" in the Agreement is hereby expanded to include the Services outlined in this SOW's Section 4.1.

1.4. In the event of a conflict between this SOW and the Agreement, the terms of the Agreement shall govern, unless this SOW expressly states otherwise.

1.5. Except as provided herein, all other terms, conditions and provisions of the Agreement shall remain in full force and effect.

2. **TERM.** This SOW shall commence on the SOW Effective Date and extend for a period of one (1) year (the "Initial Term") unless earlier terminated as allowed herein or as permitted by the Agreement.

3. **RENEWAL.** Upon expiration of the Initial Term, this SOW can be renewed upon mutual written agreement for a one (1) year period (each a "Renewal Term") unless permissibly terminated under this SOW and the Agreement. All terms and provisions of this SOW shall continue in full force and effect during each Renewal Term unless modified by the Parties in a signed writing.

4. DESCRIPTION OF SERVICES.

4.1. **Services.** Agency agrees to act as an independent service provider. Agency will provide qualified personnel and appropriate resources to support Client in managing and servicing certain aspects of the EMS Billing collection of accounts, performing designated functions that Client would otherwise handle internally. However, nothing in this SOW creates an employer-employee relationship, partnership, or joint venture between the Parties. The Services, as set forth herein, are

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provided by Agency in its independent capacity and do not alter the separate legal status of either Party.

4.2. **Compliance with Law.** When performing Services under this SOW, Agency will comply with the federal Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.*, as well as applicable state and local laws, regulations, and industry standards governing debt collection practices.

4.3. **Account Collections.** Agency will adhere to the work standards and requirements as set forth in the Exhibits attached to this SOW, and governed hereunder, including but not limited to:

4.3.1. Agency will conduct the Services as a third-party debt collector subject to the federal Fair Debt Collection Practices Act ("FDCPA").

4.3.2. Agency will follow Client guidelines and policies, provided by Client to it, in writing, in the performance of Services.

4.3.3. Agency shall perform the Services in accordance with the description set forth in in this SOW's Sections 1.3 and 4.1.

4.3.4. To effectuate Services, Agency agrees to maintain sufficient qualified personnel ("Dedicated Staff") to perform the Services as contracted for under this SOW. Agency remains solely responsible for staffing and resource allocation to meet its obligations, and nothing in this SOW shall be construed as Client directing or controlling Agency's personnel.

4.3.5. Agency shall ensure that its Dedicated Staff are selected based on their qualifications, expertise, and ability to meet the requirements of the Services. Agency further represents that its Dedicated Staff will perform the Services with professional diligence and care, adhering to industry best practices and the quality standards expected of well-managed operations performing similar tasks.

4.4. Placement of Accounts.

4.4.1. Client shall ensure that all Accounts placed with Agency comply with federal, state, and local laws, including but not limited to the FDCPA.

4.4.2. Client shall maintain internal policies and procedures that align with applicable laws and industry standards and shall notify Agency of any changes impacting collection activities.

4.4.3. During the Initial Term and any Renewal Term(s), Client shall place EMS Billing accounts with Agency ("Accounts" or individually "Account") for collections. These Accounts shall consist of Client's customers, including but not limited to patients, customers, or individuals who have a similar relationship with Client ("Customer"), who are in default pursuant to Client's policies and procedures, and in accordance with the terms of this Agreement. Client authorizes Agency the option to close account and not pursue collection activities at its discretion.

4.4.4. Client shall provide Agency with accurate, complete, and up-to-date Account information, including customer details, outstanding balances, Account history, and any necessary documentation for collection efforts. Additionally, upon request, Client shall promptly supply

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Agency with Account updates, customer dispute resolutions, and supporting documents such as contracts, payment history, or correspondence.

4.4.5. Client shall ensure that only eligible accounts (e.g., those meeting default criteria) are placed with Agency in accordance with the Agreement. Specifically, Client shall only place accounts that it has confirmed are valid, owing, and the responsibility of the associated consumer with Agency. Client agrees that it shall not place any accounts that have not been properly billed to responsible third-parties, that are highly disputed, or with a balance of less than $25.00. If an Account is inadvertently placed with Agency that has a balance below this threshold, Client authorizes Agency, at its sole discretion, to close the Account and not pursue collection activities.

4.4.6. Client shall notify Agency in writing if it elects to withdraw an account from collection or settle an account under terms different from those agreed upon.

4.5. **Exclusivity.** Client hereby agrees that Agency is the exclusive provider of Services for the Accounts.

5. TERMS OF PAYMENT.

5.1. **Collection Contingency Fees.** In addition to the payment terms outlined in the Agreement, Client shall pay Agency with a "Contingency Fee" equal to twenty percent (20%) of the net revenue collected on the Accounts. This Contingency Fee shall be the sole compensation paid to Agency or its affiliates for the collection of the Accounts. To ensure available funds for payment, Client shall process, and remit payments collected directly from Customers on accounts placed with Agency in accordance with the agreed-upon remittance schedule.

6. GENERAL PROVISIONS.

6.1. **Agreement.** This SOW is governed by and subject to the terms and conditions of the Agreement, which are incorporated herein by reference.

6.2. **Amendment.** Except as otherwise provided herein, this SOW may not be modified, amended, changed, or waived in any manner, except by written approval executed by an authorized representative from each Party.

6.3. **Counterparts.** This SOW may be executed in counterparts, and delivered via PDF, facsimile transmission, or electronic transmission, each of which shall be deemed an original and together shall constitute one agreement. Electronically transmitted signatures shall have the same binding effect as original signatures.

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[Signatures Next Page]

IN WITNESS THEREOF, the Parties have executed and delivered this SOW on the date set forth below, but to be effective as of the SOW Effective Date.

Client:	**Agency:**
Consolidated Fire Agencies of the East Valley dba CONFIRE	**Life Line Billing Systems, LLC d/b/a LifeQuest Services**
_____	Signed by: Jay Gyure D4654ABACD10486...
Signature	**Signature**
Printed Name: _____	Printed Name: Jay Gyure
Title: _____	Title: Chief Financial Officer
Date: _____	Date: 11/10/2026