

ILLINOIS STATE POLICE
Office of the Statewide 9-1-1 Administrator



State of Illinois

Application for
9-1-1 Modification Plan

VERIFICATION

I, Tracy Felt, first being duly sworn upon oath, depose and say that I am 911 Director, of Hamilton County; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

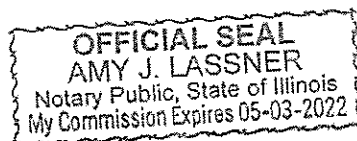
Tracy L. Felt
911 Director

Subscribed and sworn to before me

this 15th day of July, 20 21.

Amy J. Lassner

NOTARY PUBLIC, ILLINOIS



**Hamilton County 911
100 South Jackson St Rm 911
McLeansboro, IL 62859**

July 5, 2021

Karen Boswell
Frontier Communications
109 E Market St.
Bloomington, IL 61701

Dear Mrs. Boswell.

This letter is to confirm our intent to modify our 9-1-1 System Enclosed is your copy of our modification plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,



Tracy L. Felty
Hamilton County 911 Director

**Hamilton County 911
100 South Jackson St Rm 911
McLeansboro, IL 62859**

July 5, 2021

Kevin Pyle
Hamilton County Telephone
201 Hwy 142
Dahlgren, IL 62828

Dear Mr. Pyle

This letter is to confirm our intent to modify our 9-1-1 System Enclosed is your copy of our modification plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,



Tracy L. Felty
Hamilton County 911 Director

NARRATIVE STATEMENT:

(Provide a detailed summary of system operations for a modified 9-1-1 plan. Also, if incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205 b)12).

- 1) Indicate the name of the certified 9-1-1 system provider being utilized.
- 2) Explain the national standards, protocols and/or operating measures that will be followed.
- 3) Explain what measures have been taken to create a robust, reliable and diverse/redundant network and whether other 9-1-1 Authorities will be sharing the equipment.
- 4) Explain how the existing 9-1-1 traditional legacy wireline, wireless and VoIP network, along with the databases, will interface and/or be transitioned into the NG9-1-1 system.
- 5) Explain how split exchanges will be handled.
- 6) Explain how the databases will be maintained and how address errors will be corrected and updated on a continuing basis.
- 7) Explain who will be responsible for updating and maintaining the data, at a minimum on a daily basis Monday through Friday.
- 8) Explain what security measures will be placed on the IP 9-1-1 network and equipment to safeguard it from malicious attacks or threats to the system operation and what level of confidentiality will be placed on the system in order to keep unauthorized individuals from accessing it.

Plan Narrative:

Hamilton County 911 was the last county in Illinois to receive approval from the ICC to implement legacy 911. That was in 2016, after five years, Hamilton County is ready to move forward with an System Service Provider to move into NG911.

Hamilton County has chosen INdigital as the SSP. INdigital is the SSP of many of the surrounding 911 agencies, and makes good sense to move forward to INdigital. Once the conversion is completed, Hamilton County will be NG enabled, as well as provide for text to 911 as well.

INdigital already uses all recommended I3 recommendations for NG911 services and handles the databases for Hamilton County. Hamilton County was a partnership between Frontier and Indigital to implement the legacy system and now INdigital will be handling all functions, on their network.

There will be some migration over to INdigital trunks, but this will be minimal, as there are only two land line carriers in Hamilton County. Those being Hamilton County Telephone and Frontier and two cell phone providers of AT&T and Verizon Wireless.

INdigital will be responsible for maintaining the addresses and errors, much like they have been currently.

INdigital will connect to one of the many hubs that INdigital has in place, at Mattoon, St. Louis and Rosiclare. All of which use Session Border Controllers and firewalls to safeguard against threats to the 911 system. For redundancy, Hamilton County could tap into the CSI infrastructure, but at the moment that is not part of the initial plan.

By changing SSP's Hamilton County will now add more redundancy and robust plans, than the single point of failure model currently in place with the legacy system.

There is very little cost reduction, other than the ethernet conection to Saline County, as the back-up routing will be handled inside the Solacom system, with several options of roll overs and back up scripts available.

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ <u>9,029.76</u>
Projected annual recurring 9-1-1 network costs after modification	\$ <u>12,030.00</u>
Installation cost of the project	\$ <u>44,485.00</u>
Anticipated annual revenues	\$ <u>117,000.00</u>

FIVE YEAR STRATEGIC PLAN FOR MODIFIED PLAN

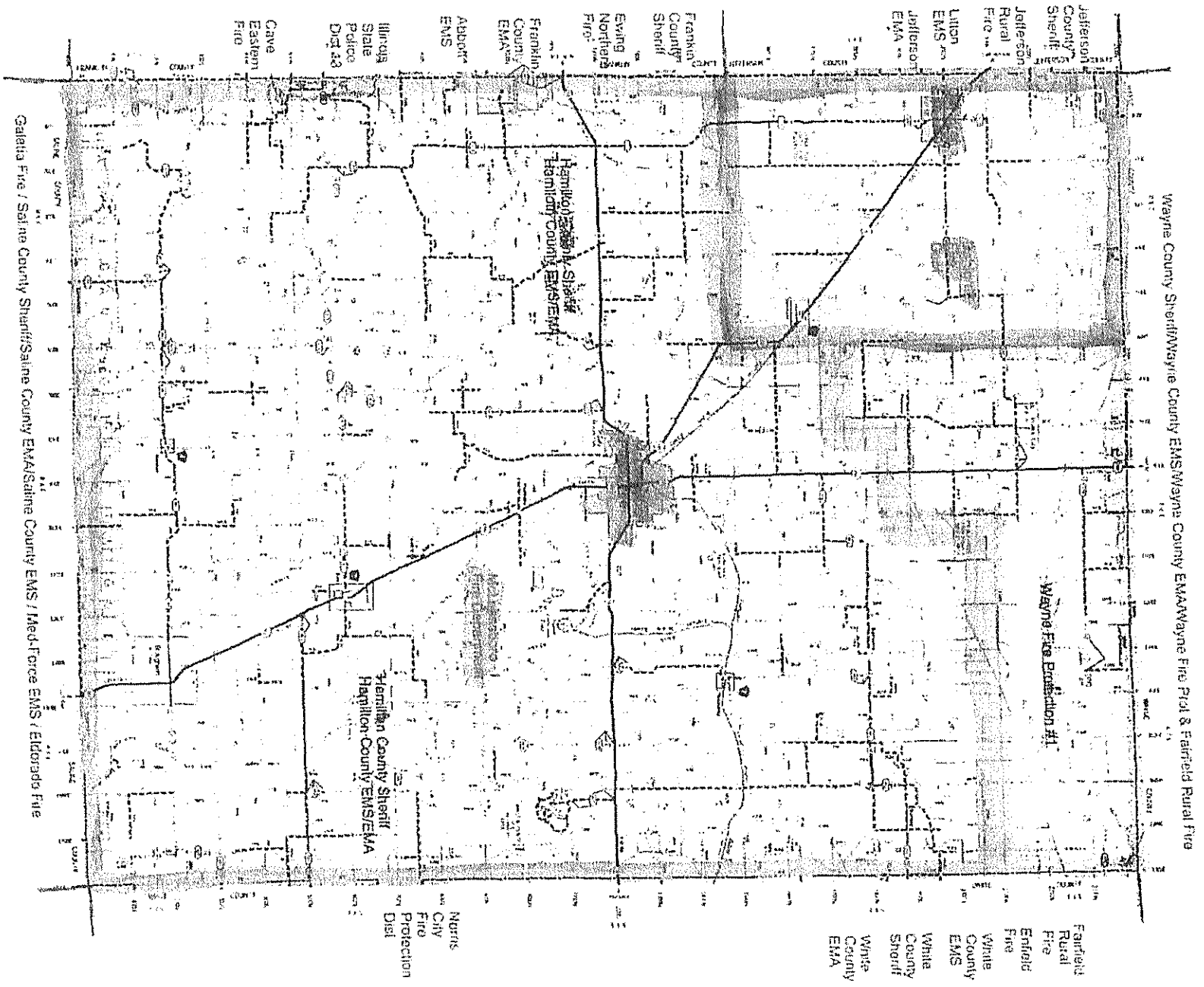
(Provide a detailed summary of the proposed system's operation, including but not limited to, a five-year strategic plan for implementation of the modified 9-1-1 plan with financial projections)

Narrative:

Hamilton County has been able to pay for all equipment for the legacy 911 system and maintain positive balance for the past five years of operation. A current NG911 grant will assist in purchasing the NG911 upgrades, except for the text to 911 component. However, funds allow for that portion of the project and will Hamilton County to one of the first providers of text to 911 in Southern Illinois.

After, that there are no large system upgrades, the funds that are currently coming, are providing for the costs to administer the system, keep mapping and call recording up to date as well.

This is mostly an SSP change and not changes made to the physical operation of the ETSB, therefore costs should remain very close to the amount that is being expended today.



Wayne County Sheriff/Wayne County EMS/Wayne County EMA/Wayne Fire Plat & Fairfield Rural Fire

Wayne Fire Protection #1

- Fairfield Rural Fire
- Enfield Fire
- White County EMS
- White County Sheriff
- White County EMA

- Norris City Fire Protection Dist

Galatia Fire / Saline County Sheriff/Saline County EMS/Saline County EMS / Med-Force EMS / Eldorado Fire

Exhibit 4

ADJACENT AGENCY LIST

A list of public safety agency and existing 9-1-1 Systems adjacent to the proposed system boundaries, their address(es) and telephone number(s). Each agency that appears on this list should also be shown on the map(s) and should have signed a call handling agreement. **NOTE: Please provide Exhibit 4 on diskette, if possible.*

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Saline County Sheriff	1 N Main St / Harrisburg / 62946	618.252.8661
Saline County EMS	10 W Poplar / Harrisburg / 62946	618.252.3732
Saline County EMA	205 S Shaw / Harrisburg / 62946	618.252.1942
Med-Force EMS	1011 State St / Eldorado / 62930	618.273.4911
Eldorado Fire	901 4 th St / Eldorado / 62930	618.273.3248
Galatia Fire	305 Mill St / Galatia / 62935	618.268.4222
White County Sheriff	108 N Main Cross / Carmi / 62821	618.382.5321
White County EMS	314 E Cherry St / Carmi / 62821	618.382.7131
White County EMA	1400 Roser Drive / Carmi / 62821	618.383.1883
Norris City Fire Protection Dist	102 E Wabash / Norris City / 62869	618.378.3100
Enfield Fire Dept	201 W Main St / Enfield / 62835	618.963.2696
Fairfield Rural Fire Dept	901 Loy St / Mill Shoals / 62862	618.842.7995
Wayne County Sheriff	305 E Court St / Fairfield / 62837	618.842.6631
Wayne County EMS	501 SW 7 th St / Fairfield / 62837	618.842.7346
Wayne County EMA	505 SW 10 th St / Fairfield / 62837	618.842.3884
Jefferson County EMA	100 S 10 th St / Mt Vernon / 62864	618.244.8014
Jefferson County Sheriff	911 Casey Ave / Mt Vernon / 62864	618.244.8015
Jefferson County Rural Fire	1800 S 10 th St / Mt Vernon / 62864	618.244.3824
Lifton EMS	808 S 17 th St / Mt Vernon / 62864	618.244.3111
Abbott EMS	301 E Park St / Benton / 62821	618.394.9111
Franklin County Sheriff	403 E Main St / Benton / 62821	618.438.8211
Franklin County EMA	202 W Main St / Benton / 62821	618.439.4362
Ewing Northern Fire	115 W Main St / Ewing / 62836	618.629.2396
Cave Eastern Fire	21750 Shawneetown Rd / Thompsonville / 62890	618.627.2833
Illinois State Police Dist 13	1391 S Washington St / DuQuoin / 62832	618.542.2171

RESOLUTION NO. 2014-11

RESOLUTION OF COUNTY BOARD
OF HAMILTON COUNTY

RE: ALLOWING THE COUNTY BOARD TO USE EMERGENCY AMBULANCE SERVICE FUNDS TO PROVIDE ENHANCED 9-1-1 SERVICE

WHEREAS, Hamilton County is responsible for an Ambulance Fund under 55 ILCS 5/5-1028 and has maintained the fund since 1982.

WHEREAS, The taxes were collected for a period of three years; 1982 and 1983.

WHEREAS, The funds collected are kept in the Ambulance fund and used to assist an ambulance service with upkeep of vehicles. Hamilton County does not have an ambulance service that is run by the county. Private entities operate the ambulance service for the county.

WHEREAS, Hamilton County currently does not have enhanced 9-1-1 services and there is a great cost to implement a 9-1-1 service for the county. The funds collected from the ambulance tax service will be used to purchase equipment, street signs, software, training, and other materials needed to implement an enhanced 9-1-1 service.

WHEREAS, The Tax for Emergency Ambulance Service under 55 ILCS 5/5-1028 has been amended by Illinois State Legislature and signed by the governor on August 9, 2013 as Public Act 98-0199 to allow Hamilton County to use the prior tax funds collected in the Emergency Ambulance Service to help fund the purchase of equipment, street signs, software, training, labor, mapping, and other materials needed to implement, maintain, and operate enhanced 9-1-1 service in Hamilton County.

WHEREAS, The Amendment to the County Code Statute replaces everything after the enacting clause, and provides that the county board of a county that has more than 8,400 but less than 9,000 inhabitants, according to the 2010 federal decennial census, may use emergency ambulance service funds to provide 9-1-1 service, but only if the question of using those funds for that purpose has been submitted to the electors of the county not residing within the territory of the fire protection district that levies a tax for ambulance service and if that question is approved by a majority of those electors voting on the question. Effective January 1, 2014.

NOW THEREFORE, BE IT RESOLVED by the County Board of Hamilton County that they have the authority to submit to the electors of the county not residing within the territory of the fire protection district that levies a tax for ambulance service a referendum question that if approved by a majority of those electors voting on the question for ambulance service will allow use of emergency ambulance service funds to provide implementation, maintenance, and operation of 9-1-1 service in Hamilton County.

IT BE FURTHER RESOLVED that the Hamilton County Board has the authority to use the funds collected by the emergency ambulance service to cover costs including but not limited to equipment, street signs, software, training, labor, mapping, and the other materials needed to implement and maintain enhanced 9-1-1 service in Hamilton County after the referendum has passed after a vote by the electors on November 4, 2014.


This resolution shall be in full force and effect upon its adoption and passage.

PASSED and adopted this 20th day of May 2014.



Joe Bernard,
County Board Chairman

ATTEST:



Mary Anne Hopfinger, County Clerk

AYES: 5

NAYS: 0

EQUIPMENT PURCHASE AND SALE AGREEMENT

This Equipment Purchase and Sale Agreement (this "Agreement"), together with any other documents incorporated into this Agreement by reference (including all Exhibits and Schedules to this Agreement, including the General Terms and Conditions of Equipment Sale, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, schedules, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, schedules, attachments, and appendices.

- | | |
|--|--|
| 1. Purpose | Sale and installation of Equipment |
| Type of Agreement/Document | <input checked="" type="checkbox"/> Original Agreement
<input type="checkbox"/> Amendment |
| 2. Parties / Notices: | |
| Seller/ INdigital: | Communications Venture Corporation (d/b/a INdigital)
("INdigital")
1616 Directors Row
Fort Wayne, IN 46808
Fax: (260) 469-4329
E-mail: jcolluks@www.indigital.net
Attention: Jim Tollaksen |
| Purchaser / Customer: | Hamilton County, IL ETSB ("Customer" and together with INdigital, the "Parties", and, each, individually, a "Party")

Address: 100 S Jackson St. McLeansboro, IL 62859

Phone: 270-952-2098

E-mail: hamet@hamet.org

Contact Person: Tracy Felty |
| 3. Effective Date | <u>07/12/2021</u> 2021 |
| 4. Equipment subject to Sale and Installation | See hardware, tools, materials, and equipment listed in <u>Exhibit B</u> ("Equipment") attached to, and incorporated in its entirety by reference into, this Agreement. |
| 5. Purchase Price | \$44,859.96 |

6. Purchase Price Payment Terms

- 50% within 30 days after the date of execution of the Agreement
- 40% within 30 days after the beginning of the installation
- Remaining 10% after the Acceptance Date

7. Installation Schedule

See Exhibit C attached to, and incorporated in its entirety by reference into, this Agreement.

8. Equipment Delivery Site

Customer's facility (or facilities, if applicable) designated for delivery of Equipment as set forth in Exhibit B attached to, and incorporated by reference into, this Agreement (a "Facility").

9. Title to Equipment; Risk of Loss

Title and risk of loss to all Equipment shall pass to Customer

shipment

delivery

of Equipment to a Customer's Facility.

10. Exhibits

- Exhibit A – General Terms and Conditions of Equipment Sale (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).
- Exhibit B – Description of Equipment
- Exhibit C – Installation Schedule and Installation Charges
- Exhibit D – Scope of Work
- Exhibit E – Price List
- Exhibit F – Final Certificate of Acceptance (Form)

11. Other Agreements between Parties

- Support and Maintenance Agreement
- Enhanced 9-1-1 Services Software License Agreement

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:

INDIGITAL:

Hamilton County, IL ETSB

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)

DocuSigned by:
Dorothy Smith
 027052060E6A48B

DocuSigned by:
Jeff Humbarger
 02704E38E00A463

Name:
Title: ETSB Board Chairman

Name: Jeff Humbarger
Title: Chief Financial Officer

EXHIBIT A

GENERAL TERMS AND CONDITIONS
(EQUIPMENT PURCHASE AND SALE AGREEMENT)

1. **Applicability.** These General Terms and Conditions (the “**Terms**”) supplement the related specific Equipment Purchase and Sale Agreement (together with the Terms, the “**Agreement**”) between you (“**you**” or “**Customer**”) and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation (“**INdigital**”). These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer’s general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. INdigital’s provision of services, Equipment, or other products or goods to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a “**Party**” and collectively as the “**Parties**”. All capitalized terms used, but not otherwise defined, in these Terms shall have the meaning ascribed to them in the Agreement.

2. **No License Grant.** Nothing in the Agreement (including these Terms) grants or shall be construed to grant to Customer any license or any other rights to any software owned or licensed by INdigital in connection with the Equipment.

3. **Purchase Price Payment.** The Purchase Price shall be paid by Customer to INdigital in US dollars by check or wire transfer of immediately available funds to an account designated by INdigital to Customer in writing.

4. **Taxes.** The Purchase Price, the Installation Charges (as defined hereinafter), and other amounts payable by Customer pursuant to the Agreement shall be exclusive of taxes and similar assessments, including the following taxes and charges with respect to the Equipment: (i) any present or future Federal, State, or local excise, sales, or use taxes; (ii) any other present or future excise, sales or use tax, or other charge or assessment upon or measured by the gross receipts from the transactions provided in the Agreement or any allocated portion thereof or by the gross value of the Equipment, and other materials provided under the Agreement; and (iii) any present or

future property, inventory, or value-added tax or similar charge. Customer will pay and discharge, either directly to the governmental agency or as billed by INdigital, the foregoing taxes and charges and all assessments, and other taxes with respect to the transactions provided in the Agreement and all Equipment and services provided under the Agreement, including these Terms (excluding any Federal, state, local or foreign income taxes, or any tax on gross receipts or gross revenue which is in the nature of an income tax, or any franchise, net worth or capital taxes, imposed upon INdigital).

5. **Title; Risk of Loss; Security.** Title and risk of loss to all Equipment shall pass to Customer as set forth in Section 9 of the Agreement. The Agreement will constitute a security agreement with respect to all Equipment up to the date of payment of the Purchase Price and Installation Charges in full, and Customer hereby authorizes INdigital to sign and file on behalf of Customer any financing statements or other documents that may be necessary for INdigital to perfect or maintain such security interest. In furtherance and not in limitation of the foregoing, Customer shall promptly execute and deliver such documentation as may be reasonably requested by INdigital, in proper form, to perfect INdigital’s security interest under the applicable statute, law, or regulation. Customer will not cause or permit any other security interest, lien, encumbrance, or claim to attach to any of the Equipment which shall have priority over or be ahead of INdigital’s security interest. Until INdigital has received full payment of the Purchase Price and Installation Charges, INdigital shall have all rights and remedies of a secured party under the Uniform Commercial Code and other applicable laws, statutes, codes, and regulations, in addition to all other rights as established in the Agreement, which rights and remedies, to the extent permitted by law, shall be cumulative.

6. **Site Preparation.** Customer shall be responsible for preparing a site suitable for the installation and operation of the Equipment (the “**Installation Site**”). Specifically, Customer agrees to provide at all times climate controlled facilities at the Installation Site for the proper installation and operation of the Equipment in accordance with the manufacturer’s specifications. Customer shall provide all necessary heat, A/C, and electricity, including

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without limitation backup generator power, where the Equipment will be located within the Installation Site for proper operation of the Equipment. In addition to the foregoing, Customer shall install or cause to be installed all telecommunications and data facilities necessary to properly operate the Equipment which are not specifically provided by INdigital under the Agreement.

7. **Installation.** Upon delivery of the Equipment to the applicable Facility, INdigital shall install the Equipment at the Installation Site at that Facility in accordance with the installation schedule for that piece of Equipment as set forth in Exhibit C attached to, and incorporated by reference into, the Agreement (the "**Installation Schedule**"), and Customer shall pay to INdigital the fees associated with such installation as set forth in the Installation Schedule (the "**Installation Charges**"). INdigital shall install the Equipment in a workmanlike manner, consistent in all material respects with the manufacturer's instructions and the scope of work set forth in Exhibit D (the "**Scope of Work**") attached to, and incorporated by reference into, the Agreement.

8. **Testing; Acceptance.** Upon completion of the Equipment installation, INdigital shall notify Customer in writing that the Equipment has been installed and is ready for use (an "**Installation Notice**") and shall present Customer with a final certificate of acceptance in the form of Exhibit E to the Agreement for Customer's execution (a "**Final Certificate of Acceptance**"). Upon its receipt of the Installation Notice, Customer shall have fourteen (14) days to test the Equipment. If, upon completion of such Equipment testing, Customer does not identify any material deficiencies or defects in the Equipment, Customer shall send INdigital a Final Certificate of Acceptance, duly executed by an authorized officer or representative of Customer. If, however, upon completion of such Equipment testing, Customer does identify any material deficiencies or defects in the Equipment in good faith, Customer shall provide INdigital with written notice setting forth in reasonable detail the description of any defect or deficiency in the Equipment that does not meet the Scope of Work (a "**Deficiency Notice**"). INdigital shall cure any material defect or deficiency set forth in a Deficiency Notice in a timely manner and then issue Customer a new Installation Notice. If Customer does

not issue a Deficiency Notice to INdigital within fourteen (14) days after its receipt of an Installation Notice, then the Equipment shall be deemed to meet the Scope of Work and to have been accepted by Customer upon such fourteenth day (the "**Acceptance Date**"), and Customer shall deliver to INdigital a Final Certificate of Acceptance, duly executed by an authorized officer or representative of Customer.

9. **Manufacturer's Warranty.**

(a) INdigital shall provide Customer with any manufacturer's warranty provided by the manufacturer of the Equipment (the "**Manufacturer**"), including any warranty relating to defects in material and manufacturing workmanship (the "**Warranty**"). To the extent provided by the Manufacturer, the Warranty also shall apply to any replacement part. INdigital shall take reasonable steps to transfer the Warranty directly to the Customer, to the extent requested by the Customer; otherwise, INdigital shall cooperate with Customer in making any claims against the Manufacturer relating to the Warranty, so long as Customer: (i) notifies INdigital in writing of the warranty breach before the expiration of the Warranty; and (ii) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including the payment of all amounts and payments then due and owing).

(b) Notwithstanding anything to the contrary contained in the Agreement, the Terms, or otherwise, Customer acknowledges that the Warranty may not apply with respect to problems arising out of or relating to the following, without limitation: (i) Equipment or any components or parts thereof that are modified or damaged by Customer or any third party; (ii) any operation or use of, or other activity relating to, the Equipment other than as specified in the manuals, instructions, specifications, and other documents and materials issued by the Manufacturer describing the functionality, components, features, or requirements of the Equipment ("**Documentation**"), including any operation or use of the Equipment with any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation; (iii) any negligence, abuse, misapplication, or misuse of the Equipment, including any Customer use of the Equipment other than as specified in the

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Documentation; (iv) any delay or failure of performance caused in whole or in part by any Customer's delay or failure to perform its obligations; (v) Equipment that has been subject to unauthorized alteration, modification, or repair; (vi) defects or failures resulting from handling, storage, operation, or interconnection of the Equipment; (vii) failure to continually provide a suitable installation and operational environment at the Facility and/or the Installation Site; or (viii) any other cause beyond the range of normal usage for the Equipment.

10. **Disclaimer of Other Warranties.** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 2 ABOVE, THE EQUIPMENT AND SERVICES DELIVERED BY INDIGITAL PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS) ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE EQUIPMENT OR ANY SERVICES DELIVERED PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS), WITHOUT LIMITING THE FOREGOING. INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE EQUIPMENT, THE SERVICES DELIVERED PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS), OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, OR MATERIALS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IN ADDITION, CUSTOMER HAS SOLE RESPONSIBILITY FOR ANY AND ALL CHANGES THAT MAY BE REQUIRED TO ENSURE FITNESS FOR USE IN CUSTOMER'S

APPLICATION AND FOR OBTAINING ALL NECESSARY GOVERNMENTAL AND ANY OTHER CERTIFICATIONS THAT MAY BE REQUIRED FOR CUSTOMER'S OPERATION OF THE EQUIPMENT.

11. **General Indemnification.**

(a) Customer and INDigital shall indemnify, defend and hold the other harmless from and against any claims, demands, and causes of action asserted against the indemnitee by any person for personal injury or death or for loss of or damage to property resulting from the indemnitor's gross negligence or knowing and willful misconduct under the Agreement. Where personal injury, death or loss of or damage to property is the result of the joint gross negligence or knowing and willful misconduct of Customer and INDigital, the indemnitor's duty of indemnification shall be in proportion to its allocable share of joint gross negligence or knowing and willful misconduct.

(b) Customer shall indemnify, defend and hold INDigital harmless from and against any claims, demands, and causes of action asserted against the indemnitee by any person (including, without limitation, any of Customer's customers or any person or entity that Customer permits to use any service provided by Customer) based on any claim in connection with: (i) the Equipment provided to any customer of Customer (including end users) or the failure of Customer to provide such Equipment and any service; (ii) any material misrepresentation or material omission made by Customer regarding the Equipment or any service to be provided by Customer; (iii) any claim by any customer or subscriber of Customer arising from loss of service due to the termination of the Agreement or any other reason; and (iv) any violation by Customer of local, state or federal laws, rules and regulations.

(c) Each Party's indemnification obligation shall be contingent upon the indemnitee giving prompt written notice to the indemnitor of any such claim, demand, or cause of action and permitting the indemnitor to have sole control of the defense

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thereof.

12. Default by INdigital

(a) The occurrence of any one or more the following events (herein called "**Events of INdigital Default**") shall constitute a default by INdigital under the Agreement:

(i) Default by INdigital in the performance of any other term, covenant or condition of the Agreement (including these Terms), which default shall continue for a period of thirty (30) days after receipt of a written notice of such default from Customer; or

(ii) The making of an assignment by INdigital for the benefit of its creditors or the admission by INdigital in writing of its inability to pay its debts as they become due, or the insolvency of INdigital, or the filing by INdigital of a voluntary petition in bankruptcy, or the adjudication of INdigital as bankrupt, or the filing by INdigital of any petition or answer seeking for itself any reorganization, arrangement, composition or readjustment precipitated by the insolvency or bankruptcy of INdigital, any liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the filing of any answer by INdigital admitting, or the failure by INdigital to deny, the material allegations of a petition filed against it for any such relief, or the seeking or consenting by INdigital to, or acquiescence by INdigital in, the appointment of any trustee, receiver or liquidator of INdigital or of all or any substantial part of the properties of INdigital, or the commission by INdigital of any act of bankruptcy, as amended; or

(iii) The failure by INdigital, within sixty (60) days after the commencement of any proceeding against INdigital seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment, without the consent or acquiescence of INdigital, or any trustee, receiver or liquidator

of INdigital or of all or any substantial part of the properties of INdigital, to vacate such appointment.

(b) Upon the occurrence of any one or more Events of INdigital Default, Customer may, in addition to any other rights or remedies available to it at law or in equity (subject to the limitations described in Section 14 of these Terms), terminate the Agreement (including these Terms) immediately upon written notice. INdigital shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Customer on account of such default including all court costs and reasonable attorneys' fees.

13. Default by Customer.

(a) The occurrence of any one or more the following events (herein called "**Events of Customer Default**") shall constitute a default by Customer under the Agreement (including these Terms):

(i) Default by Customer in the payment of any charge payable under the Agreement (including these Terms) as and when the same becomes due and payable and such default continues for a period of fifteen (15) days after written notice of such default from INdigital; or

(ii) Default by Customer in the performance of any other term, covenant or condition of the Agreement (including these Terms), which default shall continue for a period of thirty (30) days after written notice thereof from INdigital; or

(iii) Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement; or

(iv) The making of an assignment by Customer for the benefit of its creditors or the admission by Customer in writing of its inability to pay its debts as they become due, or the insolvency of Customer, or the filing by Customer of a voluntary petition in bankruptcy, or the adjudication of Customer as bankrupt, or the filing by Customer of any petition or answer

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seeking for itself any reorganization, arrangement, composition or readjustment precipitated by the insolvency or bankruptcy of Customer, any liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the filing of any answer by Customer admitting, or the failure by Customer to deny, the material allegations of a petition filed against it for any such relief, or the seeking or consenting by Customer to, or acquiescence by Customer in, the appointment of any trustee, receiver or liquidator of Customer or of all or any substantial part of the properties of Customer, or the commission by Customer of any act of bankruptcy; or

(v) The failure by Customer, within sixty (60) days after the commencement of any proceeding against Customer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment, without the consent or acquiescence of Customer, or any trustee, receiver or liquidator of Customer or of all or any substantial part of the properties of Customer, to vacate such appointment.

(b) Upon the occurrence of any Event of Customer Default, INDigital may, in addition to any other rights or remedies available to it at law or in equity, withhold performance or further performance under the Agreement (including these Terms) until all such defaults have been cured or terminate the Agreement (including these Terms) immediately upon written notice. In addition, upon termination of the Agreement (including these Terms) for the default of Customer, INDigital may, at its option, require Customer to disable any Equipment previously installed pursuant to the Agreement (including these Terms). Customer shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by INDigital on account of such default including all court costs and reasonable attorneys' fees.

14. **Limitation of Liability.**

(a) IN NO EVENT WILL INDIGITAL (OR ANY OF ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS, OR INDEPENDENT CONTRACTORS) BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER INDIGITAL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT WILL THE AGGREGATE LIABILITY OF INDIGITAL AND ITS AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS, AND INDEPENDENT CONTRACTORS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PURCHASE PRICE AND INSTALLATION CHARGES PAID TO INDIGITAL PURSUANT TO THE AGREEMENT (INCLUDING THESE TERMS). THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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GENERAL TERMS AND CONDITIONS
(EQUIPMENT PURCHASE AND SALE AGREEMENT)

(c) The remedies of Customer and INdigital set forth in the Agreement (including these Terms) are exclusive and in lieu of all other remedies, express or implied. Except for the remedies provided for in the Agreement (including these Terms), neither INdigital nor its subcontractors shall be liable for any delay or failure of performance of the Equipment or services provided in the Agreement.

15. **Force Majeure.** In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement (including these Terms) if a Force Majeure Event continues substantially uninterrupted for a period of ninety (90) days or more. In the event of any failure or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. **Confidentiality.**

(a) In connection with the Agreement each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. Subject to Section 16(h) of these Terms, "Confidential Information" means information in any form or medium (whether oral,

written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

(b) Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

(c) The Receiving Party shall:

(i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);

(ii) except as may be permitted under the terms and conditions of Section 16(e) of these Terms, not disclose or permit access to Confidential Information other than to its representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (B) have been informed of the

EXHIBIT A

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confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 16; and (C) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 16:

(iii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(iv) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(v) ensure its representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 16.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 16 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its representatives.

(d) If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 16(b) of these Terms; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and

assistance required under this Section 16(c), the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

(e) Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

17. General.

(a) *Relationship of the Parties.* The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(b) *Interpretation.* For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, schedules, attachments and appendices mean the exhibits, schedules, attachments and appendices attached to, the Agreement (including these Terms);

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(y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

(c) *Headings.* The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

(d) *Entire Agreement.* The Agreement, together with these Terms and any other documents incorporated by reference in the Agreement (including these Terms), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(e) *Assignment.* Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this Section 17(e) is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

(f) *No Third-Party Beneficiaries.* The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason

of the Agreement (including these Terms).

(g) *Amendment and Modification; Waiver.* No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(h) *Severability.* If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement be consummated as originally contemplated to the greatest extent possible.

(i) *Governing Law; Submission to Jurisdiction.* The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Any legal suit, action or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States

EXHIBIT A

GENERAL TERMS AND CONDITIONS
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District Court of the Northern District of Indiana or the courts of the State of Indiana in each case located in the city of Fort Wayne and County of Allen, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in Section 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

(j) *Waiver of Jury Trial.* Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).

(k) *Equitable Remedies.* Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 11 (Indemnification) or Section 16 (Confidentiality) of these Terms would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(l) *Attorneys' Fees.* In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

(m) *Responsibility for Employees.* Customer shall remain responsible and liable for: (a) the supervision, coordination, and performance of Customer's employees, officers, directors, consultants, agents, independent contractors, and representatives (the "Representatives") in connection with the Agreement; and (b) all acts and omissions of

Customer's Representatives, each of which shall be ascribed to the Customer to the same extent as if such acts or omissions were by Customer itself. Any noncompliance by any Customer Representative with the provisions of the Agreement will constitute Customer's breach of the Agreement (including these Terms). In no event shall Customer, or the principals or employees of Customer, be deemed employees, servants or agents of INdigital, and in no event shall INdigital be liable for the acts of Customer or the principals or employees of Customer. Each Party will be responsible for the payment of compensation to their own employees, including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. The terms and conditions of this Section 17(m) shall survive termination of the Agreement.

(n) *Survival.* The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination of the Agreement, will survive any termination of the Agreement: Sections 10 (Disclaimer of Other Warranties), 11 (Indemnification), 14 (Limitation of Liability), 16 (Confidentiality), and 17 (General) of these Terms.

(o) *Compliance with Laws.* Each Party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under the Agreement.

(p) *Notices.* Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 17(p) will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after

EXHIBIT B

DESCRIPTION OF EQUIPMENT

Hamilton Co IL project includes new Call Handling position hardware and labor associated with the removal of old hardware and installation of new hardware for two (2) Solacom Guardian Workstations. In addition Hamilton County will be adding Solacom's integrated Text solution and the associated INdigital TCC/TAG services. Note: This quote is dependent upon Hamilton Co. IL subscribing to the INdigital IP 911 Call Delivery ESiNet in IL.

INdigital will rehome the existing network from the current Carbondale IL terminations to Mattoon, IL and St. Louis, MO to provide redundancy. These network connections will provide access to an updated Solacom Host and future options for integrated Text, Mapping, and other Next Gen services, should Hamilton Co. 911 be interested in subscribing to these optional capabilities/services in the future.

See Exhibit E for detailed equipment/price list.

EXHIBIT C
INSTALLATION SCHEDULE

<u>Project Milestone</u>	<u>Estimated Completion Date</u>
Contracts Signed	July 2021
Solacom Guardian PSAP and Hosted Core Equipment Orders Placed	July 2021
Solacom Guardian PSAP Core Equipment Ship Date to INdigital	Aug./Sept. 2021
Installation, configuration & testing	Oct. 2021
End User/Admin Training/System Cut-over	Oct./Nov 2021
System Acceptance	Dec. 2021

EXHIBIT D
SCOPE OF WORK

NGCS & Hosted Solacom System Summary

This "NGCS 9-1-1 Call Delivery" and "Hosted Solacom CPE System" Scope of Work (SOW) defines the project deliverables and timeline related to the installation of (2) Solacom Guardian 9-1-1 Intelligent Workstations (IWS) as well as NextGen Core Services; 9-1-1 Call Delivery and Location services to the PSAP's located Hamilton County IL.

Hamilton County IL. Public Safety Answering Point (PSAP) is a hosted Solacom NG911 PSAP. It currently receives service from the Host site located in the Carbondale Illinois Frontier Communications (FTR) Central Office (CO). The PSAP is serviced by a single EVPL link to the Solacom host located at the Carbondale CO.

- Hamilton is currently a Frontier Hosted Solacom client. Hosted from Carbondale Frontier CO. INdigital manages the system and CPE for Frontier today.

- Hamilton is buying new CPE Hardware, and rehoming network and hosted services to the Mattoon IL INdigital Solacom Host.

- Hamilton will be getting two new IP Connections, one to St. Louis and one to Mattoon for NGCS and Hosted Solacom workstations. They are currently using Frontier IP Network.

Location and Database Services

INdigital IP 9-1-1 call delivery and ALI database services will replace the current 9-1-1 services provided by Frontier Communications.

ALI Data Delivery

- **CAD ALI Data Spill**
Serial caller location data spills will be provided to CAD systems as required.
- **Mapping ALI Data Spill**
Serial caller location data spills will be provided to MAP systems as required.
- **Recorder ALI Data Spill**
Serial caller location data spills will be provided to REC systems as required.

MEVO

(2) MEVO Phones will be deployed at the PSAP, one per workstation and provisioned with the ability to control 911 call delivery via the INdigital MEVO Optimal Service Burton (OTB) located on the MEVO Phone as a password protected soft key. The MEVO phones will be provisioned with 10 911 transfer locations and 10 local resource 10 digit telephone numbers. When dialing 10-digit telephone numbers all calls will be routed through the INdigital network to each destination dialed. These calls will not use the customers local telephony systems.

INdigital Text TCC/TAG Service's

INdigital Text Control Center (TCC) Services provided to support for Solacom's integrated text software solution

EXHIBIT E
PRICE LIST

line	Qty	Part #	description	item price	Total
NG9-1-1 hardware and Software					
WORKSTATION EQUIPMENT					
	2		POSITION AUDIO CONTROLLER II - SPARE KIT	\$ 2,083.90	\$ 4,167.80
	2		DELL ANSWERING POSITION WORKSTATION	\$ 1,321.78	\$ 2,643.56
	2		PLANAR PCT2265 22" TOUCH SCREEN MONITOR	\$ 292.50	\$ 585.00
	2		LOGITECH X-140 SPEAKERS	\$ 68.49	\$ 136.98
	2		ASUS XONAR D1 AUDIO CARD	\$ 157.53	\$ 315.06
	2		GENOVATION 683-U 24 KEY	\$ 121.89	\$ 243.78
	2		Plantronics PTS-500-0P5-00 Push to Signal Handset	\$ 184.37	\$ 368.74
	2		Shared Central Equipment NRC	\$ 3,165.85	\$ 6,331.70
Section Total					\$14,792.62
HOSTED CONTROLLER SERVICES					
	2		HOSTED CONTROLLER SERVICE FEE PER SEAT - 1YR	\$ 1,000.00	\$ 2,000.00
Section Total					\$2,000.00
MAINTENANCE AND SUPPORT					
	2		POSITION SOFTWARE SUPPORT - 1YR	\$ 1,445.00	\$ 2,890.00
	2		ADDITIONAL HARDWARE/SOFTWARE SPT/MTC - 1YR	\$ 2,925.90	\$ 5,851.80
Section Total					\$8,741.80
INDIGITAL PROFESSIONAL SERVICES					
	1		INSTALLATION FOR REDUNDANT HOST PER PSAP	\$ 3,750.00	\$ 3,750.00
	2		INSTALLATION SERVICES FOR HOSTED WORKSTATIONS	\$ 2,500.00	\$ 5,000.00
Section Total					\$8,750.00
Annual SVC, SPT and MNT years 2-5					
Grand Total NG911 Hardware and Software					\$34,284.42
Annual costs years 2-5					\$ 10,741.80

line	Qt	Part #	description	item	Total
OPTIONAL - Solacom Integrated Text					
Solacom Integrated Text Equipment and Licensing					
2		P-SMS GTW	Text-from-911 (SMS) Gateway - 1 Port	\$ 160.00	\$ 320.00
1		SE-TEXTOUT	Text-from-911 Guardian System License	\$ 83.79	\$ 83.79
2		SE-TextOut POS	Text-from-911 Guardian Position License	\$ 423.80	\$ 847.60
1		DV-INST&PM SV	Solacom Services and PM Daily rate	\$ 234.74	\$ 234.74
INDigital Text Service, Support and Maintenance					
1			Text TCC/TAG Service (1YR)**	\$ 876.54	\$ 876.54
1			INDigital Hardware/Software SPT/MNT HOST (1YR)**	\$ 412.88	\$ 412.88
Text System Configuration and Training					
1			TEXT TCC/TAG ECRF Setup and Config - NRC	\$ 1,500.00	\$ 1,500.00
1			TEXT TCC/TAG Carrier Coordination - NRC	\$ 2,500.00	\$ 2,500.00
1			TEXT TCC/TAG Network Setup and Config - NRC	\$ 500.00	\$ 500.00
1			Network Termination Equipment - NRC	\$ 800.00	\$ 800.00
1			Equipment Installation - NRC	\$ 2,500.00	\$ 2,500.00
Solacom Integrated Text Total					\$ 10,575.54
Total					\$ 10,575.54
Annual Service, Support and Maintenance after year one					
** annual fees for service, support and maintenance					
(Yellow line: 6 and 7)					\$ 1,289.41
Combined Total Hardware/Software/Integrated Text					
Solacom Guardian Hardware and Software Total					\$34,284.42
Solacom Integrated Text Total					\$10,575.54
Grand Total - NG911 Hardware/Software/Integrated Text					\$44,859.96

EXHIBIT E

FORM OF CERTIFICATE OF ACCEPTANCE

**FINAL CERTIFICATE OF ACCEPTANCE
FOR PURCHASE OF EQUIPMENT**

Dated _____, 20__

In compliance with the terms, conditions and provisions of the Equipment Purchase and Sale Agreement dated _____, 21__ (the "Agreement"), by and between the undersigned ("Customer") and Communication Venture Corporation (d/b/a INdigital) ("INdigital"), Customer hereby:

- (a) certifies and warrants that all equipment described in the above-referenced Agreement (the "Equipment") is delivered, inspected, fully installed and operational as of the Acceptance Date, as indicated and defined below;

- (b) accepts all of the Equipment for all purposes under the Agreement and all attendant documents as of this _____ day of _____, 20__ (the "Acceptance Date").

CUSTOMER:

Printed Name: _____

Title: _____

**INTERGOVERNMENTAL AGREEMENT
FOR
911 BACK-UP SERVICE**

The undersigned, the EMERGENCY TELEPHONE SYSTEM BOARD OF Hamilton COUNTY, ILLINOIS (hereafter referred to as "Hamilton") and the EMERGENCY TELEPHONE SYSTEM BOARD OF Saline COUNTY, ILLINOIS (hereafter referred to as "Saline").

Power and Authority. Saline will operate an Emergency 911 System and will provide 911 back-up service to Hamilton during which time the Hamilton County 911 systems serves as the public safety answering point for Hamilton. Saline will coordinate with Hamilton the manner in which the services are rendered to Hamilton.

Hamilton will provide Saline with all the complete addressing and database information as required by the Illinois Commerce Commission (ICC) to begin back-up services.

Hamilton will pay all expenses incurred in order for Saline to be able to begin 911 back-up services for Hamilton.

This Agreement shall become effective on the date hereof, and, the service detailed herein shall commence on December 1, 2015 and shall continue for a 12 month period of time, through January 31, 2016, although this Agreement may be modified at any time, if mutually agreed to by Saline and Hamilton.

This Agreement shall renew automatically from year to year, unless and until notice of termination is given, as hereinafter provided.

If either Saline or Hamilton wish to terminate this Agreement, the terms of notification shall be as follows: The respective party wishing to terminate this Agreement shall notify the other party of the such, in writing, to be delivered by certified mail, not less than six (6) months prior to the expiration date of this Agreement. Such certified mail shall be addressed and sent to the respective Saline or Hamilton ETSB, at any address to be provided by the parties, in writing, to each other (Saline and Hamilton), upon signing of this Agreement. Any changes in address shall be immediately reported, in writing, to the respective party.

**INTERGOVERNMENTAL AGREEMENT
FOR
911 BACK-UP SERVICE**

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IN WITNESS WHERE OF, this Agreement has been duly executed by the Saline County ETSB and the chairman of he Saline County ETSB and by the Hamilton County ETSB and the Chairman of the Hamilton County ETSB, this 17th day of November, 2015.



Chairman, Saline County ETSB

ATTEST:



Director, Saline County ETSB



Chairman, Hamilton County ETSB

ATTEST:



Director, Hamilton County ETSB

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Hamilton County Sheriff's Office, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio	<u>155.700</u>
Secondary: Telephone	<u>618-643-2511</u>
Other:	<u>618-643-5114</u>

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only, Therefore, all call of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and services will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: [Signature]

Title: Director

Date: 10-29-15

AGENCY: Hamilton County Sheriff's Office

BY: [Signature]

Title: Sheriff

Date: 10-29-15

Published Phone # 618-643-2511

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Hamilton County EMS, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio	<u>618-643-2011</u>
Secondary: Telephone	<u>618-926-4164</u>
Other:	<u>618-927-2624</u>

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all call of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and services will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: [Signature]

Title: Director

Date: 10-29-15

AGENCY: Hamilton County EMS

BY: [Signature]

Title: OWNER

Date: 10-28-15

Published Phone # 618-643-2011

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Hamilton County EMA, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

~~Hamilton~~ County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio
Secondary: Telephone
Other: CDC

618-231-4001
618-643-2511

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: Darrel D. Duster

Title: Chairman

Date: 1-15-15

AGENCY: Hamilton Co. EMA

BY: Bill Landry

Title EMA/ESDA Coordinator

Date: 2/7/2015

Publish Phone #: 618-643-3744

Will be Report in next 30 Days.

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the _____ McLeansboro Fire Department _____, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio
Secondary: Telephone
Other:

154.070
618-643-2013

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all call of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and services will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: [Signature]

Title: Director

Date: 10-29-15

AGENCY: McLeansboro Fire Department

BY: [Signature]

Title: Assistant Chief

Date: 10/28/2015

Published Phone # 618-643-2013

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the McLeansboro Police Dept, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton
Saline County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio 155.250
Secondary: Telephone 618-643-4357
Other: CDC

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: Dustley Duster

Title: Chairman

Date: 1-15-15

AGENCY: McLeansboro Police

BY: Paul Dillman

Title: Chief

Date: 02-13-15

Publish Phone #: 618-643-4357

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Dahlgren Fire Department, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio

Secondary: Telephone

Other: CDC

154.070
~~736-2323~~ 736-2323 PRIMARY (SECONDARY)

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County

BY: Jan L. Felt

Title: Director

AGENCY: Dahlgren Fire Department

BY: Jeff Bowf

Title SECT/TRESPICER

Published Phone # 736-2323 (EMERGENCY)

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Jefferson County Sheriff's Office, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

	<i>Receive</i>	<i>Transmit</i>	<i>PL</i>
Primary: Radio	<u>153.540</u>	<u>154.320</u>	<u>22</u>
Secondary: Telephone	<u>612-244-2001</u>		
Other: CDC			

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County

BY: *[Signature]*

Title: Director

10-29-15

AGENCY: Jefferson County Sheriff's

BY: *[Signature]*

Title: Jefferson County Sheriff

Published Phone # 612 244 2001

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Litton EMS, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio 154.340
Secondary: Telephone 618-244-3111
Other: CDC

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County

BY: [Signature]
Title: Director
10-29-15

AGENCY: Litton EMS

BY: [Signature]
Title: [Signature]
Published Phone # 618 244 3111
618 244 3111

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Jefferson Rural Fire, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio 154 430
Secondary: Telephone 618-242-2151 Jefferson Co Sheriff
Other: CDC _____

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: Dwight Daulton

Title: Chairman

Date: 1-15-15

AGENCY: Jefferson Fire Protection Dist.

BY: Robert Beal

Title: Chief

Date: 2-6-2015

Publish Phone #: 618-244 3224

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Saline County Sheriff, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

^{Hamilton}
Saline County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio 156.210
Secondary: Telephone 618-252-8661
Other: CDC _____

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP: Hamilton County ETSB

BY: Nancy Duster

Title: Chairman

Date: 1-15-15

AGENCY: Saline County Sheriff

BY: Jay L. Felt

Title: Communications Supervisor

Date: 2-12-15

Publish Phone #: 618-252-8661

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Saline County EMA, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

~~Hamilton~~ County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio Telephone (618) 252-8661
Secondary: Telephone Radio _____
Other: CDC AAA

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP: Hamilton County ETSB

BY: Darrell D. Dwyer

Title: Chairman

Date: 1-15-15

AGENCY: Saline County EMA

BY: Mark A. Thomas

Title: Director

Date: 2/26/15

Publish Phone #: 618-252-3732

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Eldorado Fire Department, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio	<u>154.070</u>
Secondary: Telephone	<u>618-273-2141</u>
Other:	<u>618-273-3248</u>

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all call of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and services will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: *[Signature]*
 Title: Director
 Date: 10-29-15

AGENCY: Eldorado Fire Department

BY: *[Signature]*
 Title: Eldorado Fire Chief
 Date: 10-29-15
 Published Phone # 273-3248

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Saline County EMS, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio 154.540
Secondary: Telephone 618-252-1942
Other: CDC _____

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP: Hamilton County ETSB

BY: Dwight Dyer

Title: Chairman

Date: 1-15-15

AGENCY: Saline Co. Amb.

BY: R. Z. Colyer

Title: Pres.

Date: 2/9/15 1942

Publish Phone #: 618-252-~~1942~~

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the MED-FORCE EMS, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Herein Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio	<u>154 515</u>	<u>186.2</u>
Secondary: Telephone	<u>273 4911</u>	
Other: CDC		

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: [Signature]

Title: Chairman

Date: 1-15-15

AGENCY: MED-FORCE EMS

BY: [Signature]

Title CEO

Date: 2-15-15

Publish Phone #: 618 273 4911

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Wayne County Sheriff, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio	<u>Tx 153.800</u>
Secondary: Telephone	<u>Rx 155.535</u>
Other: CDC	<u>618-842-6631</u>
	<u>CIC</u>

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: Jarrett D. Davis

Title: Chairman

Date: 1-15-15

AGENCY: Wayne County S.O.

BY: W. K. Evers

Title Sheriff

Date: 2-9-15

Publish Phone #: 618-842-6631

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Wayne Fire Protection District, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio

Secondary: Telephone

Other: CDC

618-842-5199 Wayne Co PSAP ADMIN. Live
154.430

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County

BY: Sean Feltz

Title: Director

AGENCY: Wayne Fire Protection District

BY: Scott Clark

Title: CHIEF

Published Phone # 895-2248

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Fairfield Rural Fire, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio
Secondary: Telephone
Other: CDC

Transfer Wayne County 911 TRUNK
618-842-5199
JYE and or CAPS or JYE

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: Jonathan D. Darter

Title: Chairman

Date: 1-15-15

AGENCY: Fairfield Rural Fire Prot. Dist.

BY: David Vaughan

Title: Fire Chief

Date: 3-2-15

Publish Phone #: 618-842-7995

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Wayne County EMA, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio Cell	<u>618-599-3043</u>
Secondary: Telephone	<u>618-842-3884</u>
Other: CDC	<u>N/A</u>

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: *Christy Duntz*

Title: CHAIRMAN

Date: 1-15-15

AGENCY: Wayne Co EMA

BY: *Jeffrey Jake*

Title: DIRECTOR

Date: 2-13-2015

Publish Phone #: 618-599-3043

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Wayne County EMS, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio

Secondary: Telephone

Other: CDC

~~618-842-7346~~

~~618-842-7346~~ WAYNE CO 911 Trunks
618-842-5199
CDC: JYI

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: *[Signature]*

Title: Chairman

Date: 1-15-15

AGENCY: Wayne Co Ambulance

BY: *[Signature]*

Title: System Director

Date: 1-9-15

Publish Phone #: 618-842-7346 - NON EMERG

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Norris City Fire, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio	<u>WC911 157.10</u>	<u>NC Fire 154.430</u>
Secondary: Telephone	<u>618 378-3100</u>	
Other: CDC	<u>Chig cell 618 557-2240</u>	
	<u>NC Tower 151.400</u>	

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP: <u>Hamilton County ETSB</u>	AGENCY: <u>Norris City Fire</u>
BY: <u>[Signature]</u>	BY: <u>[Signature]</u>
Title: <u>Chairman</u>	Title: <u>Ch. of</u>
Date: <u>1-15-15</u>	Date: <u>2/23/15</u>
	Publish Phone #: _____

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the White County Sheriff's Office, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio	<u>109,000</u>
Secondary: Telephone	<u>618 382 4633</u>
Other: CDC	<u>T32 T37</u>

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP: Hamilton County ETSB

BY: Quintin Quette

Title: Chairman

Date: 1-15-15

AGENCY: WHITE COUNTY SHERIFF

BY: Doug Mauer

Title: Sheriff

Date: 2-10-15

Publish Phone #: 618-382-5321

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the White County EMA, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio	<u>154,43 Fire Dept.</u>
Secondary: Telephone	<u>618-384-4701</u>
Other:	<u>618-713-1800</u>
County Cell#	<u>618-383-1803</u>

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only, Therefore, all call of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and services will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSE

BY: [Signature]

Title: Director

Date: 10-29-15

AGENCY: White County EMA

BY: [Signature]

Title: White County EMA Director

Date: 10/26/15

Published Phone # 618-384-4701

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the White County EMS, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio	<u>154.240</u>
Secondary: Telephone	<u>618-388-5321</u>
Other: CDC	_____

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB
BY: Dorothy Doss
Title: Chairman
Date: 1-15-15

AGENCY: White County Ambulance
BY: TERRY McCOMB
Title: DIRECTOR
Date: 2-09-15
Publish Phone #: _____

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Enfield Fire Dept, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hazen/Tow County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Tone + Voice Pager A-TONE - 767.4 B-TONE - 378.4
Primary: Radio White Co. 911 159.000
Secondary: Telephone (618) 384-4000 WCSO 618-384-5321
Other: CDC UNKNOWN

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: Deborah Domette

Title: Chairman

Date: 1-15-15

AGENCY: Enfield Fire Protection Dist.

BY: James Bolin

Title: Chief

Date: 2-7-15

Publish Phone #: 618-384-9921

911 PSAPS AGREEMENT INFORMATION

Department Name: Hamilton County 9-1-1
Address: 100 South Jackson St. RM 2
Phone: 618-272-2424
Contact: Tracy Felty, Interim 911 Director
Email: hamiltonil911@gmail.com

CALL HANDLING AGREEMENT HOLDER: ILLINOIS STATE POLICE DISTRICT 19 -- Carmi, IL

Agency Name

The Hamilton County E-911 PSAP Center receiving a call for emergency service requiring Illinois State Police response shall dispatch to the Illinois State Police in the following manner:

PRIMARY: 618/382-1911 24/7 Phone Number

SECONDARY: HPD/J2L LEADS CDC Contact

Contact: Chrystal Mitchell Title: Communications Supervisor

Address: 1391 S. Washington Street DuQuoin, Illinois 62832-3841

Phone: 618/542-1120 or 618/542-2141 ext 1120 Fax: 618/542-1465

Email: Chrystal_Mitchell@isp.state.il.us Date: January 23, 2015

In accordance with the annual filing requirements as specified in the 83 Illinois administrative Code Part 725, ETSA (50 ILCS 750/14 &15) this notification signifies that the CALL HANDLING AGREEMENT which have been executed between the above mentioned agencies are hereby continued.

As required by the Illinois Commerce Commission, a copy of this may be filed with the Commissions Clerk and the Illinois Attorney General's Office.

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Illinois State Police Dist 19, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio
Secondary: Telephone
Other: CDC

See Schedule
Letter

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

AGENCY: _____

BY: Doretha D. Doretha

BY: _____

Title: CHAIRMAN

Title _____

Date: 1-15-15

Date: _____

Publish Phone #: _____

911 PSAPS AGREEMENT INFORMATION

Department Name: Hamilton County 911
Address: 100 South Jackson Street RM 2
Phone: 618/272-2424
Contact: Tracy Felty, Interim 911 Director
Email: hamiltonil911@gmail.com

CALL HANDLING AGREEMENT HOLDER: ILLINOIS STATE POLICE DISTRICT 13 – DuQuoin, IL

Agency Name

The Hamilton County PSAP Center receiving a call for emergency service requiring Illinois State Police response shall dispatch to the Illinois State Police in the following manner:

PRIMARY: 618/542-2400 24/7 Phone Number

SECONDARY: DSF/H81 LEADS CDC Contact

Contact: Chrystal Mitchell Title: Communications Supervisor

Address: 1391 S. Washington Street DuQuoin, Illinois 62832-3841

Phone: 618/542-1120 or 618/542-2141 ext 1120 Fax: 618/542-1465

Email: Chrystal_Mitchell@isp.state.il.us Date: January 23, 2015

In accordance with the annual filing requirements as specified in the 83 Illinois administrative Code Part 725, ETSA (50 ILCS 750/14 &15) this notification signifies that the CALL HANDLING AGREEMENT which have been executed between the above mentioned agencies are hereby continued.

As required by the Illinois Commerce Commission, a copy of this may be filed with the Commissions Clerk and the Illinois Attorney General's Office.

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Illinois State Police Dist. 13, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Herein County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio
Secondary: Telephone
Other: CDC

See Attached
Letter

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: Darrelly D. D. D.

Title: Chairman

Date: 1-15-15

AGENCY: _____

BY: _____

Title _____

Date: _____

Publish Phone #: _____

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the CAVE EASTERN FIRE PROTECTION DISTRICT for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio 154.160 RX 159.225 TX
Secondary: Telephone 911
Other: CDC _____

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB
BY: Dorothy Smith
Title: Chairman
Date: 1-15-15

AGENCY: CAVE EASTERN FIRE PROTECTION DISTRICT
BY: Kevin Cardwell
Title: CHIEF
Date: 2/22/15
Publish Phone #: 937-3502 ext 0

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the FRANKLIN County EMA, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Rx 157.1450 Tx: 159.4500 DPL-162

Primary: Radio

Secondary: Telephone

Other: CDC

618 438 4841
A01

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: *[Signature]*

Title: CHAIRMAN

Date: 1-15-15

Franklin Co EMA

AGENCY: _____

BY: *[Signature]*

Title: DIRECTOR

Date: 3-12-15

Publish Phone #: 618-438-4362

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Franklin County Sheriff, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

~~Hamilton~~ County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio
Secondary: Telephone
Other: CDC

156.995
618-438-4841
KVE OR LVE

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: Dorethy Dorethy

Title: Chairman

Date: 1-15-15

AGENCY: FRANKLIN COUNTY SHERIFF

BY: DONALD R. JONES

Title SHERIFF

Date: 02-06-2015

Publish Phone #: 618-438-8211

Agreement

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP", and the Abbott EMS, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

Hamilton County 9-1-1 PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: ~~Radio~~ Telephone

Secondary: Telephone

Other:

855-237-5929
618-394-9111

AID OUTSIDE JURISDICTION BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only, Therefore, all call of an administrative or non-emergency nature shall be referred to your published telephone number.

The PSAP center agrees to keep all records, times, and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and services will be the responsibility of the 9-1-1 Director and Emergency Telephone System Board.

PSAP Hamilton County ETSB

BY: Jerry L. Kelly

Title: Director

Date: 11-4-15

AGENCY: Abbott EMS

BY: MARK L. WOLLEY

Title: GENERAL MANAGER

Date: 11/3/15

Published Phone # 314 678 4100

Exhibit 5

TELEPHONE COMPANIES LIST

A list of each telephone company(s), exchange(s), prefix(es), and the various 9-1-1 System configurations that will be used in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

Telephone Company	Exchange	Area Code/ Prefix(es)	Type of 9-1-1 Service
Frontier	Thompsonville	618/627	Enhanced
Frontier	Omaha	618/692	Enhanced
Frontier	Eldorado	618/273, 618/297	Enhanced
Frontier	Raleigh	618/268	Enhanced
Frontier	McLeansboro	618/643	Enhanced
Frontier	Enfield	618/963	Enhanced
Frontier	Burnt Prairie	618/896	Enhanced
Frontier	Norris City	618/378	Enhanced
Hamilton	Broughton	618/647	Enhanced
Hamilton	Blairsville	618/757	Enhanced
Hamilton	Belle Prairie	618/648	Enhanced
Hamilton	Macedonia	618/728	Enhanced
Hamilton	Dahlgren	618/736	Enhanced
Hamilton	Dale	618/773	Enhanced

TEST PLAN DESCRIPTION

1) Description of test plan (back-up, overflow, failure, database).

As this is an SSP change and the INdigital is already a part of the network with Frontier, the re-homing to the INdigital system will be rather easy to do. Test calls will be made once each carrier has been re-homes to ensure that call delivery is completed. This will include test calls with Frontier, Hamilton County Telephone, Verizon Wireless and AT&T Wireless.

2) List wireline exchanges to be tested.

627
643
963
896
647
757
648
773
736

3) List of wireless and VoIP Carriers to be tested.

Verizon Wireless
AT&T Wireless



**9-1-1 SERVICES AND
SOFTWARE LICENSE AGREEMENT**

This 9-1-1 Services and Software License Agreement (this “**Agreement**”), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

1. Purpose

Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer’s emergency telephone system in the Territory.

Type of Agreement/Document

- Original Agreement
- Amendment

2. Parties/Notices:

INDigital:

Communications Venture Corporation (d/b/a INdigital)
 (“INDigital”)

1616 Directors Row
Fort Wayne, IN 46808
Fax: (260) 469-4329
E-mail: jtollaksen@indigital.net
Attention: Jim Tollaksen

Customer:

Hamilton County, IL ETSB (“**Customer**” and together with INdigital, the “**Parties**”, and, each, individually, a “**Party**”)

Address: 100 S Jackson St. McLeansboro, IL 62859
Phone: 270-952-2098
E-mail: hamiltonil911@gmail.com
Contact Person: Tracy Felty

3. Effective Date

07/12/2021 2021 (“**Effective Date**”).

4. Software

Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

5. Territory

Hamilton County, IL (“**Territory**”).

6. Permitted Use

Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory (“**Permitted Use**”).

7. Installation

INDigital will deliver and install one copy of the Software to Customer.

8. Maintenance Releases

During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.

9. License Fee

See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.

10. Additional Charges

See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INdigital for out-of-pocket expenses incurred by it in connection with performing such additional services.

11. Term

Initial Term: From Effective Date until **five (5)-year** anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions.

Renewal Terms: This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

12. Exhibits

- Exhibit A** – General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).
- Exhibit B** – Designated Sites
- Exhibit C** - Software/Services Description
- Exhibit D** – Payment and Fees

13. Other Agreements between Parties

- Equipment Purchase and Sale Agreement
- Support and Maintenance Agreement

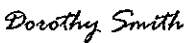
This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

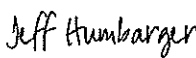
CUSTOMER:

INDIGITAL:

Hamilton County, IL ETSB

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)

DocuSigned by:

 9E7237DBDFA948B

DocuSigned by:

 267D4E3BB604483

Name:
Title: ETSB Board Chairman

Name: Jeff Humbarger
Title: Chief Financial Officer

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "Terms") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services, software license, equipment or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "Party" and collectively as the "Parties".

1. **DEFINITIONS.** Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this Section 1:

- 1.1. "Acceptance Testing" has the meaning set forth in Section 4 of these Terms.
- 1.2. "Action" has the meaning set forth in Section 8.2(d) of these Terms.
- 1.3. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including these Terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- 1.4. "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Wayne, Indiana are authorized or required by Law to be closed for business.
- 1.5. "Confidential Information" has the meaning set forth in Section 5.1 of these Terms.
- 1.6. "Controlled Technology" means any software, documentation, technology or other technical data, or any products that

include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.

- 1.7. "Customer" has the meaning set forth in the preamble to these Terms.
- 1.8. "Designated Sites" means any of Customer's facilities set forth in Exhibit B attached to, and incorporated by reference into, the Agreement.
- 1.9. "Disclosing Party" has the meaning set forth in Section 5.1 of these Terms.
- 1.10. "Documentation" means any and all manuals, instructions and other documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.
- 1.11. "Effective Date" has the meaning set forth in Section 3 of the Agreement.
- 1.12. "Force Majeure Event" has the meaning set forth in Section 14.1 of these Terms.
- 1.13. "Indemnitee" has the meaning set forth in Section 11.3 of these Terms.
- 1.14. "Indemnitor" has the meaning set forth in Section 11.3 of these Terms.
- 1.15. "INdigital" has the meaning set forth in the preamble to these Terms.
- 1.16. "INdigital Indemnitee" has the meaning set forth in Section 11.2 of these Terms.
- 1.17. "Initial Term" has the meaning set forth in Section 9.1 of these Terms.
- 1.18. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

- protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.19.** “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.20.** “**Loss**” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.
- 1.21.** “**Maintenance Release**” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.
- 1.22.** “**New Version**” means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital’s and/or a third party’s designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.
- 1.23.** “**Parties**” has the meaning set forth in the preamble to these Terms.
- 1.24.** “**Party**” has the meaning set forth in the preamble to these Terms.
- 1.25.** “**Payment Failure**” has the meaning set forth in Section 9.3(a) of these Terms.
- 1.26.** “**Permitted Use**” has the meaning set forth in Section 6 of the Agreement.
- 1.27.** “**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- 1.28.** “**Receiving Party**” has the meaning set forth in Section 5.1 of these Terms.
- 1.29.** “**Renewal Term**” has the meaning set forth in Section 9.2 of these Terms.
- 1.30.** “**Representatives**” means, with respect to a Party, that Party’s employees, officers, directors, consultants, agents, independent contractors, service providers, sub licensees, subcontractors and legal advisors.
- 1.31.** “**Software**” means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
- 1.32.** “**Term**” has the meaning set forth in Section 9.2 of these Terms.
- 1.33.** “**Territory**” has the meaning set forth in Section 5 of the Agreement.
- 1.34.** “**Third-Party Materials**” means materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.
- 1.35.** “**Warranty Period**” has the meaning set forth in Section 10.2 of these Terms.
- 2. LICENSE.**
- 2.1. License Grant.** Subject to the terms and conditions of the Agreement (including these Terms) and INdigital’s rights under any third-party agreements relating to the Software, and conditioned on Customer’s and its Affiliates’ and Representatives’ compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

Permitted Use in the Territory during the Term.

2.2. Scope of Licensed Access and Use. Customer may use and run one copy of the Software on Customer's network at any of the Designated Site(s). The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.

3. **USE RESTRICTIONS.** Except as the Agreement (including these Terms) expressly permits, Customer shall not, and shall not permit any other Person to:

- (a) copy the Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in the Software or Documentation;
- (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;
- (g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;
- (h) use the Software for purposes of:
 - (i) benchmarking or competitive analysis of the Software;
 - (ii) developing, using or providing a competing software product or service; or
 - (iii) any other purpose that is to INdigital's detriment or commercial disadvantage;
- (i) use the Software in or in connection with

the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

(j) use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by the Agreement (including these Terms).

4. **DELIVERY AND INSTALLATION.** INdigital shall deliver and install one copy of the Software to Customer. Risk of loss of any tangible media on which the Software is delivered shall pass to Customer on delivery.

4.1. Acceptance. Customer will test whether the Software operates in accordance with the Documentation ("Acceptance Testing") pursuant to the terms of this Section 4. Upon completion of the Software installation, Customer shall have fourteen (14) days to test the Software and notify INdigital in writing of any defect or deficiency. If the initial Acceptance Testing fails, INdigital shall, within fifteen (15) days of the Acceptance Testing and at its cost, correct the errors so disclosed and Customer may repeat the Acceptance Testing. If the subsequent Acceptance Testing fails, and such failure does not arise from or relate to any failure or defect of Customer's or any third-party's product, service, hardware, software, system or network, INdigital shall, within fifteen (15) days of the subsequent Acceptance Testing, at its cost, correct the errors so disclosed and Customer may again repeat the Acceptance Testing. If the subsequent Acceptance Testing fails two (2) or more times, Customer may terminate the Agreement (including these Terms) on written notice to INdigital. On termination, INdigital shall refund all license fees paid by Customer under the Agreement (including these Terms) within thirty (30) days of receipt of such notice, and such refund shall be Customer's sole and exclusive remedy for any unresolved Acceptance Testing failures. In any event, Customer shall be deemed to have accepted the Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.

1.1. MAINTENANCE AND SUPPORT. During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly

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rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; and (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. INdigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its sole and absolute discretion that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an Incident, but does not guarantee that any Incident will be resolved.

As set forth above, during the Term, INdigital will provide Customer with all Maintenance Releases (including updated Documentation) that INdigital may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, being provided by INdigital to Customer under the Agreement, are deemed Software subject to all applicable terms and conditions in the Agreement (including these Terms). As part of the support and maintenance to be provided by INdigital to Customer, Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right under the Agreement to receive any New Versions of the Software that INdigital or any third-party software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

5. CONFIDENTIALITY.

5.1. Confidential Information. In connection with the Agreement each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. Subject to Section 5.2 of these Terms, "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise

identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

5.2. Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);

(b) except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

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less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.4. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3 of these Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

5.5. Return; Destruction. Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party

and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

6. FEES AND PAYMENT.

6.1. License Fees. In consideration of the rights granted to Customer under the Agreement (including these Terms), Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 7. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.

6.2. Additional Fees and Expenses. In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement, and shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing these services, in accordance with that exhibit and the terms of this Section 6.

6.3. Taxes. All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on INdigital's income.

6.4. Payment. Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments under the Agreement in US dollars by wire transfer or check to the address or account specified in Exhibit D attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time.

6.5. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available to INdigital:

(a) INdigital may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable

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Law;

(b) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for fifteen (15) days following written notice thereof, INdigital may: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable.

6.6. No Deductions or Setoffs. All amounts payable to INdigital under the Agreement (including these Terms) shall be paid by Customer to INdigital in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. **SECURITY MEASURES.** The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

8. **INTELLECTUAL PROPERTY RIGHTS.**

8.1. Intellectual Property Ownership. Customer acknowledges and agrees that:

(a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the

Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(b) INdigital and its licensor(s) are and will remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and

(c) Customer hereby unconditionally and irrevocably assigns to INdigital or INdigital's designee, Customer's entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

8.2. Customer Cooperation and Notice of Infringement. Customer shall, during the Term:

(a) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital's ownership of the Intellectual Property Rights in the Software and Documentation;

(c) promptly notify INdigital in writing if Customer becomes aware of:

(i). any actual or suspected infringement, misappropriation or other violation of INdigital's Intellectual Property Rights in or relating to the Software or Documentation; or

(ii). any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "Action") by

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INdigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INdigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

8.3. No Implied Rights. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement (including these Terms) grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

9. TERM AND TERMINATION.

9.1. Initial Term. The initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 10 of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

9.2. Renewal Term. The Agreement will automatically renew for additional successive terms specified in Section 10 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

9.3. Termination. The Agreement may be terminated at any time:

(a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INdigital's delivery of written notice thereof ("**Payment Failure**");

(b) by INdigital, immediately on written notice to Customer if any two or more Payment Failures occur in any 12-month period;

(c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);

(d) by INdigital, effective immediately, if the Customer: (i) is dissolved or liquidated or

takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;

(e) by INdigital, upon notice to Customer, if Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement.

9.4. Effect of Termination or Expiration. On the expiration or earlier termination of the Agreement:

(a) all rights, licenses and authorizations granted to Customer under the Agreement will immediately terminate and Customer shall:

(i) immediately cease all use of and other activities with respect to the Software and Documentation other than those described in Section 9.4(a)(ii) of these Terms;

(ii) within sixty (60) days deliver to INdigital, or at INdigital's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Software, the Documentation and INdigital's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;

(iii) certify to INdigital in a signed written instrument that it has complied with the requirements of this Section 9.4; and

(b) all amounts payable by Customer to INdigital of any kind under the Agreement (including these Terms) are immediately payable and due no later than thirty (30) days after the effective date of the expiration or INdigital's termination of the Agreement.

9.5. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of

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the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for clarity, including Section 10.7 of these Terms (Disclaimer), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitations of Liability), and Section 15 of these Terms (Miscellaneous).

10. REPRESENTATIONS AND WARRANTIES.

10.1. Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:

- (a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);
- (b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and
- (c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. Limited Warranty. Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms, INdigital warrants to Customer that for a period of 90 days from the **Effective Date** (the "**Warranty Period**"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).

10.3. Customer Requirements. The limited warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then due and owing).

10.4. Exceptions. Notwithstanding any

provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:

- (a) Software, or the media on which it is provided, that is modified or damaged by Customer or its Representatives;
- (b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;
- (d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;
- (e) the operation of, or access to, Customer's or a third party's system or network;
- (f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;
- (g) Customer's material breach of any provision of the Agreement (including these Terms);
- (h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or
- (i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

10.5. Remedial Efforts. If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at

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its sole option and expense, take any of the following steps to remedy such breach:

- (a) replace any damaged or defective media on which INdigital supplied the Software;
- (b) amend, supplement or replace any incomplete or inaccurate Documentation;
- (c) repair the Software;
- (d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or
- (e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

10.6. Sole Remedy. If INdigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination. **THIS SECTION 10.6 SETS FORTH THE CUSTOMER'S SOLE REMEDY AND INDIGITAL'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY INDIGITAL WARRANTY OF THE SOFTWARE SET FORTH IN THE AGREEMENT.**

10.7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE

AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-THIRD-PARTY MATERIALS.

11. INDEMNIFICATION.

11.1. INdigital Indemnification. INdigital shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

- (a) Third-Party Materials;
- (b) patent issued on a patent application published after the Effective Date;
- (c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (d) modification of the Software other than:
 - (i) by INdigital or its authorized contractor in

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connection with the Agreement (including these Terms); or (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;

(e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;

(f) use of the Software after INdigital's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;

(g) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Customer, Customer's Representatives or a third party;

(h) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or in any manner contrary to INdigital's instructions;

(i) events or circumstances outside of INdigital's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or

(j) Action or Losses for which Customer is obligated to indemnify INdigital pursuant to Section 11.2 of these Terms.

11.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "INdigital Indemnatee") from and against any and all Losses incurred by the INdigital Indemnatee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnatee) to the extent that such Losses arise out of or relate to any allegation:

(a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:

(i). use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and the Documentation or otherwise in writing; and

(ii). information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;

(b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under the Agreement (including these Terms);

(c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or

(d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.

11.3. Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "Indemnatee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnatee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnatee's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnatee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11.4. Mitigation. If the Software, or any part of the Software, is, or in INdigital's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or threatened to be enjoined, INdigital may, at its option and sole cost and expense:

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(a) obtain the right for Customer to continue to use the Software materially as contemplated by the Agreement (including these Terms);

(b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement (including these Terms); or

(c) if none of the remedies set forth in the above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to INdigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:

(i). Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and

(ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

11.5. Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND INDIGITAL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE AGREEMENT (INCLUDING THESE TERMS) OR ANY SUBJECT MATTER OF THE AGREEMENT (INCLUDING THE SOFTWARE AND DOCUMENTATION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. LIMITATION OF LIABILITY.

12.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL INDIGITAL OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE

OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR THIRD-PARTY MATERIALS, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF INDIGITAL AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO INDIGITAL UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. EXPORT REGULATION. Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license).

14. FORCE MAJEURE.

14.1. No Breach or Default. In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control

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(a “**Force Majeure Event**”), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.

14.2. Obligations. In the event of any failure or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. MISCELLANEOUS.

15.1. Further Assurances. On a Party’s reasonable request, the other Party shall, at the requesting Party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.

15.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

15.3. Notices. Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee’s normal business hours, and on the next

business day, if sent after the addressee’s normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.4. Interpretation. For purposes of the Agreement (including these Terms): (i) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, exhibits, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

15.5. Headings. The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

15.6. Entire Agreement. The Agreement, together with these Terms and any other documents incorporated by reference into the Agreement (and, if applicable, together with the Software Support and Maintenance Agreement), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

15.7. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital’s prior written consent. Any

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purported assignment, delegation or transfer in violation of this Section 14.7 is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

15.8. No Third-Party Beneficiaries. The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

15.9. Amendment and Modification; Waiver. No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.10. Severability. If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.

15.11. Governing Law; Submission to Jurisdiction. The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Indiana without giving

effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Any legal suit, action or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States District Court of the Northern District of Indiana or the courts of the State of Indiana in each case located in the city of Fort Wayne and County of Allen, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in Section 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

15.12. Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).

15.13. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

15.14. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

EXHIBIT B
Designated Sites

Hamilton County Sheriff's Department
100 S. Jackson Street
McLeansboro, IL 62859

EXHIBIT C

Software / Services Description

1) INdigital Next Gen Core Services

- **Database Services**

Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the (Hamilton County, IL) service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALI service (wireless, VoIP - using pANi) will be provided by INdigital.

- **Routing Services –**

INdigital will design and deploy an NGCS configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards and accommodate future adjustments to the standards as they become available.

- **Network Services –**

The proposal's objective is to establish a ESiNet (Emergency Services iP Network) to serve existing and new customers in Illinois. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1.

INdigital/Hamilton County 9-1-1 - NGCS Overview

Call Delivery Network

Hamilton County will migrate to INdigital NGCS for 9-1-1 call delivery. INdigital will coordinate the installation of one (1) primary and one (1) backup IP circuits to Hamilton County for the delivery of 9-1-1 calls via Internet Protocol (IP) to the PSAP.

NGCS Call Flow

The primary call delivery path will be from the Mattoon IL INdigital Data Center to the INdigital Solacom Core located at Mattoon IL. 9-1-1 call delivery from the Solacom host located in Mattoon IL to Hamilton County IL will be completed to the Solacom host workstations will occur via (1) 10MB IP circuit and/or (1) backup commodity Internet connection utilizing an IPsec VPN.

Database

DB SERVICES WILL BE MANAGED BY INDIGITAL

Transfers

911 TRANSFER POINTS WILL NEED TO BE DEFINED BY THE PM
Adjacent Counties: Wayne, White, Gallatin, Saline, Franklin, and Jefferson

Backup and Overflow Call Routing

To be determined

INdigital Text Control (TCC) Services

INdigital Text Control Services supports the Solacom Guardian integrated text services outlined in the associated INdigital Equipment Purchase Agreement for NG9-1-1 hardware and software. The Customer will receive SMS messages from the major carriers and the Solacom Text-from-911 solution also supports out bound text capabilities. This service is considered best effort service and is not regulated.

Exhibit D

Payments and Fees

1) INDigital Next Gen Core Services Fee's

Schedule of fees itemized by the features being delivered

Routing Services - [REDACTED]

Database - [REDACTED]

Legacy gateway ports - [REDACTED]

Monthly Recurring Cost - [REDACTED] (elements with * to be billed directly to the Illinois State Police 9-1-1 Administrative Support Command for INDigital NGCS of Database/Selective Routing/Legacy Gateway Ports).

2) INDigital Text TCC/TAG Service Fee's annual fee years 2-5

INDigital Text Control Center (TCC) Services – [REDACTED] annually x 4 years = [REDACTED]

