

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



**State of Illinois**

**Application for**  
**9-1-1 Modification Plan**

# 911 GENERAL INFORMATION

DATE:

Type of Change: <input checked="" type="checkbox"/> Long Form Modification Plan <input type="checkbox"/> Short Form Modification Plan		
Current System Name:	Population Served	Land Area in Sq Miles
JACKSON COUNTY ETSB	58,284	602

List PSAPs:	Primary	Secondary
JACKSON COUNTY SHERIFF'S OFFICE	X	
CARBONDALE POLICE DEPARTMENT	X	
MURPHYSBORO POLICE DEPARTMENT		X
SOUTHERN ILLINOIS UNIVERSITY DEPARTMENT OF PUBLIC SAFETY		X

911 System Contact: MELINDA K. WOKER

Street Address: 303 N. ROBINSON CIRCLE

City, State and Zip Code: CARBONDALE, IL 62901

Office Telephone: (618) 457-5911

Cellular Telephone: (618) 967-6581

Email: mkwoker@jc911.org

<p><b>Wireless Coverage for Consolidated System:</b></p> <p><u>  100  </u> % Phase II compliant</p> <p><u>  100  </u> % Phase I compliant</p>	<p><b>Please check if applicable:</b></p> <p><u>  X  </u> NG9-1-1 capable</p> <p><u>      </u> Receive 9-1-1 Text</p> <p><u>      </u> Receive 9-1-1 Video</p>
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# VERIFICATION

I, MELINDA K. WOKER, first being duly sworn upon oath, depose and say that I am DIRECTOR, of JACKSON COUNTY ETSB; 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.

Melinda Woker  
DIRECTOR

Subscribed and sworn to before me

this 31<sup>st</sup> day of January, 20 19.

Mary Herrera  
NOTARY PUBLIC, ILLINOIS





# JACKSON COUNTY 911

Jackson County Emergency Telephone System Board

303 N. Robinson Circle  
Carbondale, IL 62901  
618-457-5911  
Fax 529-5501  
[www.jc911.org](http://www.jc911.org)

January 30, 2019

Deb Prather, Director  
Regulatory Affairs  
INdigital  
1616 Directors Row  
Ft. Wayne, Indiana 46808

Dear Ms. Prather:

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,

A handwritten signature in black ink, appearing to read 'Melinda K. Woker'.

Melinda K. Woker  
Director  
Jackson County 9-1-1

## 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:

The Jackson County Emergency Telephone System Board is requesting to change it's 9-1-1 System Service Provider (9-1-1 SSP) from NG911, Inc. to INdigital telecom (INdigital). The existing Solacom IP Selective routing system will be re-provisioned as an IP based NG911 call handling system. The Jackson County ETSB is upgrading their call delivery system, to ensure that all carriers are connected directly to the selective routers serving the PSAP(s). The 9-1-1 system will comply with all State and Federal requirements and be compliant with the National Emergency Number Association standards.

The network will be provisioned as an IP based, Next Generation i3 capable network and will deliver calls using IP technology to the PSAPs. All access to the systems is secured by individual user level two factor login credentials. The IP based 9-1-1 call delivery network is private with no outside access. Redundant Legacy Network Gateways (LNG's) and Emergency Service Routing Proxy's (ESRP's) otherwise referred to as selective routers will handle all call routing for the PSAP. One set of call routing elements is located in the Consolidated Communications Mattoon, IL Central Office and the other is located in the Shawnee Communications Central Office in Rosiclare, IL.

INdigital is an established 9-1-1 SSP in the State of Illinois as well as in multiple other states and will be using the same security protocols that are currently working in its established systems throughout Illinois. INdigital's network is compliant with NENA standards and with FCC 13-158 network reliability and security requirements.

#### Carrier network deployment stages:

##### Stage 1:

The OSP/Carrier trunks will remain connected to Frontier's Carbondale central office. New network connections will be established from Carbondale to gateways located at the existing data centers in Murphysboro and Harrisburg. 9-1-1 calls will be directed over the new INdigital connections at Carbondale to the gateways at the data centers and then be delivered to INdigital's IP based selective routers/ESRPs located in Mattoon and Rosiclare for selective routing to the appropriate PSAP. 9-1-1 Selective Routing for 9-1-1 call delivery and Automatic Number Identification (ANI) and Automatic Location Identification (ALI) delivery will be provided by the INdigital 9-1-1 IP based selective routers/ESRPs and ALI database management system.

## Plan Narrative:

The Solacom Controller equipment that is currently located at Harrisburg and Murphysboro, will be re-configured by the contracted maintenance provider to perform as strictly ANI/ALI Controllers. Selective routing will be performed by the INdigital selective routers and FIPS codes will be provided with delivery of the call to the ANI/ALI controllers to indicate the appropriate PSAP for 9-1-1 call delivery. The Solacom ANI/ALI controllers will retrieve the ALI information from INdigital's Database Management System (DBMS) and deliver it to the PSAP call station equipment. The current Datamaster System will also be re-configured at this time by the contracted maintenance provider to no longer provide ALI information to the PSAPs.

During Stage 1, INdigital will mirror the current ALI database by requesting a copy of the 9-1-1 Database from Frontier who is currently administering the 9-1-1 database as a subcontractor. INdigital will also request a copy of the MSAG from the 9-1-1 System and will use established update processes with Frontier until the Stage 2 carrier migration is complete.

The current ESInet that exists between the two data centers and the PSAPs will remain in place for call delivery. INdigital will install tertiary internet connections to the PSAPs along with INdigital's MEVO backup solution prior to the Stage 1 cutover. The PSAPs will have the ability to use the hot standby disaster recovery platform in an 'active + active' 9-1-1 delivery platform. This will be used as a backup during the Stage 1 cutover providing the PSAPs with the ability to receive 9-1-1 calls with ANI and ALI should there be any issues during the Stage 1 cutover.

Split exchanges will route as they are currently routing today. PS ALI subscriber calls will also be routed as they are today.

INdigital will work with Jackson County to perform test calls to make sure all 9-1-1 calls are routing properly with ANI/ALI to the PSAPs prior to the cutover and then immediately following the Stage 1 cutover to ensure all calls are being delivered to the proper PSAP with the correct ANI and ALI. Overflow and backup routing will be mirrored and will also be tested along with transfer capabilities.

### Stage 2:

The OSPs/Carriers that are currently connected to Carbondale for Jackson County will establish new 9-1-1 trunks to the INdigital selective routers/or LNGs that are located in Mattoon and Rosiclare, Illinois. INdigital will work with each carrier to determine the type of trunk signaling and establish points of interconnection for 9-1-1 call delivery.

INdigital leases facilities with other certified carriers in Illinois to build out its network and establish Points of Interconnection (POI's) with other certified carriers within the state. All facility orders are requested by INdigital through the Access Service Request (ASR) system. INdigital will be establishing facilities to allow interconnection with each carrier during Stage 2 of the project. Typically, multiple carriers are used based on facility availability and diversity requirements and are determined while coordinating interconnections with the participating carriers during the Stage 2 project implementation calls. INdigital takes responsibility for performance and maintenance of all leased facilities.

Stage 2 network diagrams will be developed and submitted after being finalized during the industry project management calls with the carriers. All participating carriers, including third-party network aggregators will be identified, notified and included in the Stage 2 project implementation calls. Finalized costs will be requested from the ILEC's and submitted during this period as well. The Stage 2 Final Network Diagram and carrier costs will be submitted to the ISP and the ICC by the 9-1-1 System. Router to router trunks will be established between INdigital's ESRP's and selective routers owned by other 9-1-1 SSP's for routing of split exchanges where necessary. INdigital will administer the 9-1-1 database and MSAG for the subscribers that reside in the service territory of the consolidated system. INdigital will request TN loads and establish update processes with the participating OSP/Carriers prior to the cutover and assume all 9-1-1 SSP administrative responsibilities for the database at the time of conversion. INdigital will work with the OSP/Carriers and the 9-1-1 System to keep the database current and in compliance with Illinois State law, on an ongoing basis.

INdigital will mirror current call transfer conditions at the time of conversion for Jackson County. INdigital will also implement 9-1-1 call transfer with ANI between neighboring counties of the Consolidated system where possible, post-conversion.

## FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ <u>146,356.00</u>
Projected annual recurring 9-1-1 network costs after modification	\$ <u>107,003.00</u>
Installation cost of the project	\$ <u>65,769.00</u>
Anticipated annual revenues	\$ <u>744,000.00</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:

Jackson County plans to work with INdigital to complete a network that connects all carriers directly to our systems. This plan includes potential consolidation and elimination of redundant trunks, as well as connecting VoIP and wireless carriers to the network. Added redundancy with the addition of backup phones on a separate network will create a more reliable system. Jackson County plans to connect to the statewide network as it is developed in the next few years, creating a more reliable system for citizens of the county and the state. All current call handling and adjacent agency agreements will remain the same.



# COMMUNITIES SERVED

Provide a list of all communities to be served by the proposed 9-1-1 System. Please include the name of the community and the official mailing address including street address, city and zip code.

*USE ADDITIONAL SHEETS AS NECESSARY*

City, Town or Village	Street Address, City, Zip Code
City of Carbondale	200 S Illinois Ave, Carbondale, IL 62901
Village of Makanda	244 Makanda Rd, Makanda, IL 62958
Village of DeSoto	210 W Lincoln St, DeSoto, IL 62924
Village of Elkhville	200 W Park St, Elkhville, IL 62932
Village of Dowell	213 Union Ave, Dowell, IL 62927
Village of Vergennes	505 Main St, Vergennes, IL 62994
City of Murphysboro	110 S 14th St, Murphysboro, IL 62966
City of Grand Tower	201 Market St, Grand Tower, IL 62942
Village of Gorham	100 Walnut St, Gorham, IL 62940
City of Ava	312 W Main St, Ava, IL 62907
Village of Campbell Hill	213 S Dean St, Campbell Hill, IL 62916

## PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
Jackson Co. Sheriff's Office	1001 Mulberry St, Murphysboro, IL 62966	(618) 687-3822	X		
Carbondale Police Dept.	501 S Washington St, Carbondale, IL 62901	(618) 457-3200	X		
Murphysboro Police Dept.	202 N. 11th St, Murphysboro, IL 62966	(618) 684-2121	X		
Gorham Police Dept.	307 Washington St, Gorham, IL 62940	(618) 684-2177	X		
Grand Tower Police Dept.	201 Market St, Grand Tower, IL 62942	(618) 565-2121	X		
DeSoto Police Dept.	210 W Lincoln St, DeSoto, IL 62924	(618) 867-2315	X		
Elkville Police Dept.	102 N 4th St, Elkville, IL 62932	(618) 568-1502	X		
Dowell Police Dept.	213 Union Ave, Dowell, IL 62927	(618) 568-1513	X		
Ava Police Dept.	312 E Main St, Ava, IL 62907	(618) 426-1911	X		
Southern IL University DPS	1175 S Washington St, Carbondale, IL 62901	(618) 453-3771	X		
Murphysboro Fire Dept	218 N 10th St, Murphysboro, IL 62966	(618) 684-3991	X		
MPS Township FPD	322 S Williams St, Murphysboro, IL 62966	(618) 687-1344	X		
U.S. Forest Service	2205 Walnut St, Murphysboro, IL 62966	(618) 687-1731	X		
Tower Rock FPD	620 Front St, Grand Tower, IL 62942	(618) 565-2400	X		
Carbondale Fire Dept	200 N Illinois Ave, Carbondale, IL 62901	(618) 457-3234	X		
Campbell Hill Fire Dept	109 W Front St, Campbell Hill, IL 62916	(618) 426-3012	X		
Ava Fire Dept	312 W Main St, Ava, IL 62907	(618) 426-3641	X		
Vergennes Fire Dept	700 Porter Ave, Vergennes, IL 62994	(618) 684-2250	X		
DeSoto Fire Dept	210 W Lincoln St, DeSoto, IL 62924	(618) 867-3300	X		
Dowell Fire Dept	215 Union Ave, Dowell, IL 62927	(618) 568-1013	X		
Gorham Fire Dept	306 Washington St, Gorham, IL 62940	(618) 565-2135	X		
Elkville Fire Dept	105 N 5th St, Elkville, IL 62932	(618) 684-2177	X		
Carbondale Township FD	488 E Park St, Carbondale, IL 62901	(618) 549-2121	X		
Makanda Township FD	5420 Old US Hwy 51, Makanda, IL 62958	(618) 684-2177	X		



## ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1 Systems that are adjacent to the proposed system's boundaries. Each agency that appears on this list should also have signed a call handling agreement and/or aid outside jurisdictional boundaries.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Franklin County ETSB	907 W Washington St, West City, IL 62812	(618) 439-0911
Perry County ETSB	304 E Poplar St, DuQuoin, IL 62832	(618) 542-8905
Randolph County ETSB	1 Taylor St, Chester, IL 62233	(618) 826-6411
Union County ETSB	309 W Market St, Jonesboro, IL 62952	(618) 833-5442
Williamson County ETSB	1001 W DeYoung St, Marion, IL 62959	(618) 993-2124
Union County Sheriff's Office	309 W Market St, Jonesboro, IL 62952	(618) 833-5500
Lake of Egypt FPD	P. O. Box 606, Marion, IL 62959	(618) 967-5524
Randolph County Sheriff's Department	200 W Buena Vista St, Chester, IL 62233	(618) 826-6449
Franklin County Sheriff's Department	403 E Main St, Benton, IL 62812	(618) 438-8211
Union County Ambulance	301 W Market St, Jonesboro, IL 62952	(618) 833-7200
Williamson County FPD	1505 E Main St, Marion, IL 62959	(618) 993-3019
DuQuoin / Pinckneyville Ambulance Service	508 S Main St, Pinckneyville, IL 62274	(618) 357-2222
Williamson County Ambulance Service	800 E DeYoung St, Marion, IL 62959	(618) 993-3019
Medstar Ambulance, Inc.	P.O. Box 296, Sparta, IL 62286	(618) 443-5061
Pinckneyville Rural FPS	110 S Walnut St, Pinckneyville, IL 62274	(618) 357-2281
Cobden Fire Department	201 N Appleknocker St, Cobden, IL 62920	(618) 893-2147
Alto Pass Fire Department	135 E Pine St, Alto Pass, IL 62905	(618) 521-8952
Chester Fire Department	1330 Swanwick St, Chester, IL 62233	(618) 826-2211
Royalton Fire Department	311 N Main St, Royalton, IL 62983	(618) 984-2132
Williamson County Sheriff's Department	200 W Jefferson St, Marion, IL 62959	(618) 997-6541
Illinois State Police Dist #13	1391 S Washington St, DuQuoin, IL 62832	(618) 542-2171
Illinois State Police Dist #22	1154 Shawnee College Rd, Ullin, IL 62992	(618) 845-3740
Perry County Sheriff's Department	12 E Water St, Pinckneyville, IL 62274	(618) 357-5212

ORDINANCE 90-6

AN ORDINANCE ESTABLISHING AN EMERGENCY TELEPHONE SYSTEM BOARD IN JACKSON COUNTY, ILLINOIS

WHEREAS, the State of Illinois has enacted into law the Emergency Telephone System Act, Ill. Rev. Stat., Chapter 134, Paragraph 31 et seq., as amended (the "ACT"); and

WHEREAS, the ACT mandates the establishment of an Emergency Telephone System Board (ETSB) by the County Board of any County that imposes a surcharge pursuant to Section 15.3 of the Act, Ill. Rev. Stat., Chapter 134, Paragraph 45.3; and

WHEREAS, a majority of the legal voters voting on the referendum presented to them at the November 6, 1990 General Election voted in favor of the imposition of the surcharge; and

WHEREAS, the County Board of Jackson County shall impose a surcharge pursuant to law; and

WHEREAS, the County Board of Jackson County must now create and establish an ETSB.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF JACKSON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That the foregoing recitals are hereby incorporated by reference as if fully set forth within this Section One.

SECTION TWO: There is created and established an ETSB to operate and maintain an Emergency Telephone System, commonly known as a 9-1-1 System.

SECTION THREE: The ETSB shall consist of thirteen (13) members to be appointed by the Chairman of the Jackson County Board, with the advice and consent of the Jackson County Board, in the manner provided herein:

- (a) The term of the members of the ETSB shall be three (3) years, with the terms staggered so as to provide continuity to the performance of the ETSB.
- (b) The members of the ETSB shall be representative of the Public Safety Agency 9-1-1 users and one public shall member shall be appointed on the basis of their ability or experience in the provision of emergency services to the community.
- (c) The ETSB members shall include the following:
  - (i) The Sheriff of Jackson County;
  - (ii) Two (2) individuals from the City of Carbondale, to be recommended by the Mayor of Carbondale, each having ability or experience with emergency services;
  - (iii) Two (2) individuals from the City of Murphysboro, to be recommended by the Mayor of Murphysboro, each having ability or experience with emergency services;
  - (iv) The Director of the Jackson County Ambulance Service; and
  - (v) Six (6) individuals representative of the Public Safety Agency 9-1-1 users appointed on the basis of their ability or experience with emergency services, four (4) of whom must be representative of Public Safety Agency 9-1-1 users whose system is located outside of the corporate limits of the

City of Carbondale and the City of  
Murphysboro.

- (vi) One (1) individual who is a public member who is a resident of the local exchange service territory included in the 9-1-1 coverage area.

SECTION FOUR: The terms of the ETSB shall be staggered in the following manner:

- (a) The two individuals from the City of Carbondale and the two individuals from the City of Murphysboro shall be appointed on December 12, 1990 for a one year period and then for a three year term in December of 1991;
- (b) Five (5) of six (6) individual members representative of Public Safety Agency 9-1-1 users located outside of the corporate limits of the City of Carbondale and the City of Murphysboro shall be appointed on December 12, 1990, for a two (2) year period and then for a three (3) year term in December 1992; and
- (c) The Sheriff of Jackson County, the Director of the Jackson County Ambulance Service and the remaining individual member representative of the Public Safety Agency 9-1-1 users located outside of the corporate limits of the City of Carbondale and City of Murphysboro shall be appointed on December 12, 1990, for a three year period and then for a three year term in December of 1993.

SECTION FIVE: The powers and duties of the ETSB shall include, but are not limited to, the following:

- (a) Planning a 9-1-1 system;
- (b) Coordinating and supervising the implementation, upgrading and maintenance of the 9-1-1 system, including the establishment of equipment specifications and coding systems;
- (c) Receiving monies from the surcharge imposed and from any other source, for deposit into the Emergency Telephone System Fund to be maintained by the Treasurer of Jackson County, Illinois;

- (d) Authorizing all disbursements from the Emergency Telephone System Fund in accordance with Illinois Revised Statutes, Chapter 134, Paragraph 45-4(c);
- (e) Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the 9-1-1 system;
- (f) Making and entering into contracts;
- (g) Acquiring, holding, and disposing of property;
- (h) Incurring debts, liabilities, or obligations necessary for the accomplishment of its purposes;
- (i) Taking any and all other actions necessary and incidental to achieve its purposes;
- (j) Obtaining any and all types of insurance to protect itself from all claims, accidents, and losses; and
- (k) Adopting By-Laws, Rules, and Regulations to govern its internal operations.

SECTION SIX: This Ordinance shall be in full force and effect upon approval by the County Board of Jackson County, Illinois, and publication in pamphlet form in the office of the County Clerk.

APPROVED at the regular meeting of the Jackson County Board on November 14, 1990.

D. Blaney Miller  
D. Blaney Miller  
Chairman

ATTEST:

Robert B. Harrell  
Robert B. Harrell  
County Clerk



# CARRIER LISTING

(Wireline, Wireless, VoIP)

Provide a list of each carrier that will be involved in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Frontier	P.O. Box 5157, Miami, FL 33675	(800) 921-8102
Egyptian Telephone Company	P.O. Box 158, Steeleville, IL 62288	(618) 774-1000
Clearwave	P.O. Box 808, Harrisburg, IL 62946	(877) 552-9283
Verizon Wireless	N/A	
AT&T Wireless	N/A	
Sprint	N/A	
T-Mobile	N/A	
Clearwave	P.O. Box 808, Harrisburg, IL 62946	(877) 552-9283
Level 3	N/A	
Big River	N/A	
MediaCom	N/A	
Futiva	N/A	
Vonage	N/A	

**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 State of Illinois regulates the provision of 9-1-1 services at 50 ILCS 750/.01 *et seq*, 220 ILCS 5/13-900, and further at IL. Ad. Code Title 83, Chapter IV, Part 1325. This agreement shall be construed and interpreted in accordance with the above stated laws and regulations together with any other applicable laws which are from time to time enacted and, or, adopted. In the event that a conflict between the terms of this agreement and relevant law arises, relevant law shall prevail.

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 Telecom) (“**INdigital**”)

1616 Directors Row  
Fort Wayne, IN 46808  
Fax: (260) 469-4329  
E-mail: [contracts@indigital.net](mailto:contracts@indigital.net)  
Attention: Contract Administration

**Customer:**

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

Address: 303 N. Robinson Circle  
Carbondale, IL 62901

Phone: (618) 457-5911  
E-mail: [mkwoker@jc911.org](mailto:mkwoker@jc911.org)  
Contact Person: Melinda Woker

**3. Effective Date**

07/25/2018 2018 (“**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**

Jackson Co. 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 an exhibit of additional charges, if any, for installation, training, and acceptance testing 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:

Jackson Co. IL ETSB

**COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)**

DocuSigned by:  


DocuSigned by:  


04A86C71FD1444A...  
Name: Steve McBride  
Title: Jackson Co. ETSB - Chairman

4727AA270E43402...  
Name:  
Title:

**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:

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| <p><b>1.1.</b> "<b>Acceptance Testing</b>" has the meaning set forth in <u>Section 4</u> of these Terms.</p> <p><b>1.2.</b> "<b>Action</b>" has the meaning set forth in <u>Section 8.2(d)</u> of these Terms.</p> <p><b>1.3.</b> "<b>Affiliate</b>" 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.</p> <p><b>1.4.</b> "<b>Business Day</b>" 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.</p> <p><b>1.5.</b> "<b>Confidential Information</b>" has the meaning set forth in <u>Section 5.1</u> of these Terms.</p> <p><b>1.6.</b> "<b>Controlled Technology</b>" means any software, documentation, technology or other technical data, or any products that</p> | <p>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.</p> <p><b>1.7.</b> "<b>CSI</b>" means CSI-Counties of Southern Illinois, Inc., a not-for-profit corporation organized and doing business in the State of Illinois which is an Affiliate of Customer.</p> <p><b>1.8.</b> "<b>Customer</b>" has the meaning set forth in the preamble to these Terms.</p> <p><b>1.9.</b> "<b>Designated Sites</b>" means any of Customer's facilities set forth in <u>Exhibit B</u> attached to, and incorporated by reference into, the Agreement.</p> <p><b>1.10.</b> "<b>Disclosing Party</b>" has the meaning set forth in <u>Section 5.1</u> of these Terms.</p> <p><b>1.11.</b> "<b>Documentation</b>" 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.</p> <p><b>1.12.</b> "<b>Effective Date</b>" has the meaning set forth in <u>Section 3</u> of the Agreement.</p> <p><b>1.13.</b> "<b>Force Majeure Event</b>" has the meaning set forth in <u>Section 14.1</u> of these Terms.</p> <p><b>1.14.</b> "<b>Indemnitee</b>" has the meaning set forth in <u>Section 11.3</u> of these Terms.</p> <p><b>1.15.</b> "<b>Indemnitor</b>" has the meaning set forth in <u>Section 11.3</u> of these Terms.</p> <p><b>1.16.</b> "<b>INdigital</b>" has the meaning set forth in the preamble to these Terms.</p> <p><b>1.17.</b> "<b>INdigital Indemnitee</b>" has the meaning set forth in <u>Section 11.2</u> of these Terms.</p> <p><b>1.18.</b> "<b>Initial Term</b>" has the meaning set forth in <u>Section 9.1</u> of these Terms.</p> <p><b>1.19.</b> "<b>Intellectual Property Rights</b>" means</p> |
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- 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 protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.20.** “**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.
- 1.21.** “**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.
- 1.22.** “**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.
- 1.23.** “**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.
- 1.24.** “**Parties**” has the meaning set forth in the preamble to these Terms.
- 1.25.** “**Party**” has the meaning set forth in the preamble to these Terms.
- 1.26.** “**Payment Failure**” has the meaning set forth in Section 9.3(a) of these Terms.
- 1.27.** “**Permitted Use**” has the meaning set forth in Section 6 of the Agreement.
- 1.28.** “**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- 1.29.** “**Receiving Party**” has the meaning set forth in Section 5.1 of these Terms.
- 1.30.** “**Renewal Term**” has the meaning set forth in Section 9.2 of these Terms.
- 1.31.** “**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.
- 1.32.** “**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.
- 1.33.** “**Term**” has the meaning set forth in Section 9.2 of these Terms.
- 1.34.** “**Territory**” has the meaning set forth in Section 5 of the Agreement.
- 1.35.** “**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.
- 1.36.** “**Third-Party Payor**” means the **Illinois State Police 9-1-1 Administrative Support Command**.
- 1.37.** “**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

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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 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), across, and between – as specified in Exhibits C & D hereto – the networks of: a) Customer at any of the Designated Site(s); b) INdigital; and c) CSI. 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:

- 3.1. copy the Software, in whole or in part;
- 3.2. modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
- 3.3. 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;
- 3.4. 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;
- 3.5. bypass or breach any security device or protection used for or contained in the Software or Documentation;
- 3.6. 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;
- 3.7. 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;

- 3.8. 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;
- 3.9. 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
- 3.10. 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 for 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

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Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.

**4.2. MAINTENANCE AND SUPPORT.** During the Term, INdigital: (i) will comply with the relevant law's requirements for 9-1-1 System Provider(s) and perform their work hereunder in a manner such that Customer shall be in compliance with relevant law; (ii) use commercially reasonable efforts to resolve any Incidents reported by Customer; (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. 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 conjunction with Customer 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. In the event that an Incident cannot be resolved, INdigital and Customer will arrange a mutually agreed upon alternative for avoiding future occurrences of the Error.

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 CSI and its members, the Illinois State Police 9-1-1 Administrative Support Command, or the Receiving Party's 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

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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 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.

**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 Obligation.** The Third-Party Payor shall be solely responsible for the payment of those items which are listed on Exhibit D with an asterisk (\*) symbol together with any other cost which is, from time to time, required by Illinois State law. Customer shall be responsible for other costs specified by this contract.

**6.5. 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



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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. Notwithstanding the foregoing, Customer shall not be responsible for amounts billed directly to the Illinois State Police 9-1-1 Administrative Support Command.

**6.6. Late Payment by Customer.** If Customer fails to make any payment, for which it is responsible, 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 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. Notwithstanding the foregoing, Customer shall not be responsible for amounts billed directly to the Illinois State Police 9-1-1 Administrative Support Command; and

(c) if such failure continues for thirty (30) days following written notice thereof, INdigital may, following a further six (6) month notice: (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. INdigital shall cooperate with Customer and Customer's selected subsequent provider to facilitate an orderly transition.

**6.7. Late Payment by Third-Party Payor.** If Third-Party Payor fails to make any payment, for which it is responsible, when due then, in addition to all other remedies that may be available to INdigital, if such failure continues for thirty (30) days following written notice thereof to Customer and to Third-Party Payor, INdigital may, following a further six (6) month notice to Customer and Third-Party Payor: (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. INdigital shall cooperate with Customer and Customer's selected subsequent provider to facilitate an orderly transition.

**6.8. No Deductions or Setoffs.** All undisputed amounts payable to INdigital under the Agreement (including these Terms) by Customer 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). Disputed amounts may be withheld until the associated dispute is resolved.

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

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(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) at INdigital's expense, fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "**Action**") by 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.** Subject to the Third Party Payor's approval of the modification plan as required IL Ad. Code Title 83, Ch. IV, Part 1325, the initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 11 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 11 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 for which it is responsible when due under the Agreement (including these Terms), where such failure continues more than thirty (30) days after INdigital's delivery of written notice thereof ("**Payment Failure**");

(b) by INdigital, 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, 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)

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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.

(f) In the event the Agreement is terminated under this Section 9.3, INdigital shall cooperate with Customer and Customer's selected subsequent provider for the following 6 months from written notice of said termination for purpose of transitioning emergency telephone services.

**9.4. Materiality.** INdigital's failure to comply with paragraph 4.2(i) shall be a material breach.

**9.5. 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.

**9.6. 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 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 **365** 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

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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 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

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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 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 Indemnitee**") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) 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

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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 "**Indemnitee**") 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 Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee'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 Indemnitee 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:

(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) immediately on receipt of INdigital's notice, 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

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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 (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 15.3 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

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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 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.



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**15.11. Governing Law.** The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Illinois 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 Illinois. 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**

**Jackson County Sheriff's Office**

1001 Mulberry St.

Murphysboro, IL 62966

**Carbondale Police Department**

501 S. Washington St.

Carbondale, IL 62901

**Murphysboro Police Department**

202 N 11<sup>th</sup> St.

Murphysboro, IL 62966

**Southern Illinois University Public Safety Department**

1175 S. Washington St.

Carbondale, IL 62901

**EXHIBIT C****Software / Services Description**

1. **GIS and Database Services.** Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Jackson 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, once complete all records will be geocoded using industry defined methods for location-based call routing. INdigital will utilize an advanced IP Selective Router (IPSR) and associated i3 functional elements associated with geodetic data to deliver calls to the CSI Next Gen enabled 9-1-1 public safety answering points (PSAPs). Once INdigital has the appropriate data, INdigital will develop the call delivery solution based upon the geography of an incoming call.
2. **Routing Services.** Routing services and methodologies include; traditional Selective Routing tables, Dialed Number Identification Service, Geographic Information System, as well as various hybrid configurations of Automatic Location Identification and Selective Routing tables. INdigital also supports location by value, location by reference, traditional ALI lookup, and ALI steering by use of our NGALI Service.
3. **Network Services.** INdigital will provide access for all CSI members with access to the www.il911.net PSAP Toolkit. This Toolkit contains comprehensive KPI such as call detail reports, trouble ticket management, 24/7/365 Network Operations center with chat, ticket entry/tracking, training, and documentation assets related to each specific member's call processing and reporting needs.
4. **MEVO Services.** MEVO Services are delivered from a completely independent call processing system that operates in parallel to the INdigital Next Gen Core Service (NGCS) routing platform, which can bypass the primary 9-1-1 CPE. The MEVO System facilitates INdigital's ability to re-route 9-1-1 calls from a primary 9-1-1/NG9-1-1 CPE platform to a MEVO Station, which is an advanced IP phone with the ability to process 9-1-1 and Administrative calls. As a core component of this solution, INdigital will install a commodity Internet connection to each CSI PSAP for backup call delivery to MEVO Stations. (1) MEVO Station is included as part of this original contract between CSI and INdigital, any county that is interested in contracting additional MEVO Stations can do so by contacting INdigital to negotiate service, installation and configuration of each additional phone.
5. **Call Delivery Network.** "INdigital has agreed to take over as the 9-1-1 System Service Provider (SSP) to each member of the Counties of Southern Illinois (CSI). INdigital will install (1) carrier grade IP circuit to each CSI Solacom host controller site (Jackson and Saline Counties) to deliver 9-1-1 services to the members of CSI which are connected to a regional ESInet operated by a separate CPE service provider. INdigital will deliver 9-1-1 services to gateway devices with final call delivery to Solacom IWS, being the responsibility of the current 9-1-1 CPE system provider. Backup connections being delivered individually to each PSAP as outlined above in item 4 – MEVO Services. In the event that CSI is dissolved, or if (contracting county) is no longer a party to CSI, 9-1-1 calls would be rerouted so as not to go through the CSI Solacom host controller."
6. **Transfers.** In the event a CSI PSAP requires the use of selective transfer functions, the Host 911 System sends the call with the proper agency identified in the PIDF-LO + Service URN to the INdigital ESInet based ESRP. The ESRP then queries the ECRF with LoST and receives Service URI for delivery to next hop location such as another ESRP or Responder Agency.
7. **Backup and Overflow Call Routing.** Backup and Overflow call routing to be determined during final (post contract) engineering meetings.

**EXHIBIT D**  
**Payments and Fees**

**Schedule of fees itemized by the features being delivered**

**Database - \$xxx.xx/mo.\***

**Routing Services - \$xxx.xx/mo.\***

**Legacy Gateway Ports - \$xxx.xx/mo.\***

**Backup Service - (1<sup>st</sup> MEVO Station included with NGCS monthly price, see exhibit C-4). Additional MEVO backup answer positions at the \$xx.xx per mo. per position (phone and service)**

**Texty – TBD choice of Basic, Standard and Advanced, billing to be determined**

**Monthly Recurring Cost - \$x,xxx.xx/mo. (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).**

**Payments shall be made if by check to INdigital at:**

**INdigital**

**XXXXXXXX**

**XXXX XXXXXXX XXX**

**XXXX XXXXXX, XX XXXXX**

**If by wire transfer to the account of INdigital at:**

**XXX XXXXXXX XXXX**

**XX XXXX XXXXX**

**XXXXXXXX, XX XXXXXX USA**

**Routing number: xxxxxxxx**

**Account Number: xxxxxxxx**

## Certificate Of Completion

Envelope Id: D6A4149C73CE4B7EAD58A0823A35578C	Status: Completed
Subject: Please DocuSign: 18-205 Jackson Co. IL NGCS Contract with Final Mark Ups Accepted - INdigital 9...	
Source Envelope:	
Document Pages: 19	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jim Tollaksen
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1616 Directors Row
	Fort Wayne, IN 46808
	jtollaksen@indigital.net
	IP Address: 207.118.223.63

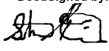
## Record Tracking

Status: Original 7/25/2018 4:17:12 PM	Holder: Jim Tollaksen jtollaksen@indigital.net	Location: DocuSign
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## Signer Events

Steve McBride  
smcbride@explorecarbondale.com  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
04A86C71FD1444A...


Signature Adoption: Drawn on Device  
Using IP Address: 64.83.245.18

## Timestamp

Sent: 7/25/2018 5:38:41 PM  
Viewed: 7/25/2018 6:41:36 PM  
Signed: 7/25/2018 6:46:01 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/25/2018 6:41:36 PM  
ID: f6c9f0c3-b0c3-4d3a-9402-49c99c1314c0

Jon Whirlledge  
jwhirlledge@indigital.net  
Chief Financial Officer (CFO)  
INdigital  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
4727AA270E43402...

Signature Adoption: Uploaded Signature Image  
Using IP Address: 107.77.193.127  
Signed using mobile

Sent: 7/25/2018 6:46:05 PM  
Viewed: 7/25/2018 6:58:03 PM  
Signed: 7/25/2018 6:58:18 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/11/2017 8:37:15 AM  
ID: a7e0e2a0-f04b-4764-b092-de41b002a13f

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

Jon Whirlledge  
jwhirlledge@indigital.net  
Chief Financial Officer (CFO)  
INdigital  
Security Level: Email, Account Authentication (None)

  
Using IP Address: 208.185.28.150  
Viewed using mobile

Sent: 7/25/2018 4:33:32 PM  
Viewed: 7/25/2018 5:38:40 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/11/2017 8:37:15 AM  
ID: a7e0e2a0-f04b-4764-b092-de41b002a13f

Carbon Copy Events	Status	Timestamp
<p>Melinda Woker mkwoker@jc911.org Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 7/25/2018 6:46:03 PM
<p>Jim Tollaksen jtollaksen@indigital.net 9-1-1 Sales INdigital Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 7/25/2018 6:46:04 PM Resent: 7/25/2018 6:58:23 PM Viewed: 7/25/2018 6:47:20 PM</p>
<p>Contracts at INdigital contracts@indigital.net Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 1/19/2018 12:27:56 PM ID: 50f0f4f4-c5e2-41ce-abb5-174771ed1766</p>	<b>COPIED</b>	<p>Sent: 7/25/2018 6:58:20 PM Viewed: 7/26/2018 7:58:40 AM</p>

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/25/2018 6:58:20 PM
Certified Delivered	Security Checked	7/25/2018 6:58:20 PM
Completed	Security Checked	7/25/2018 6:58:20 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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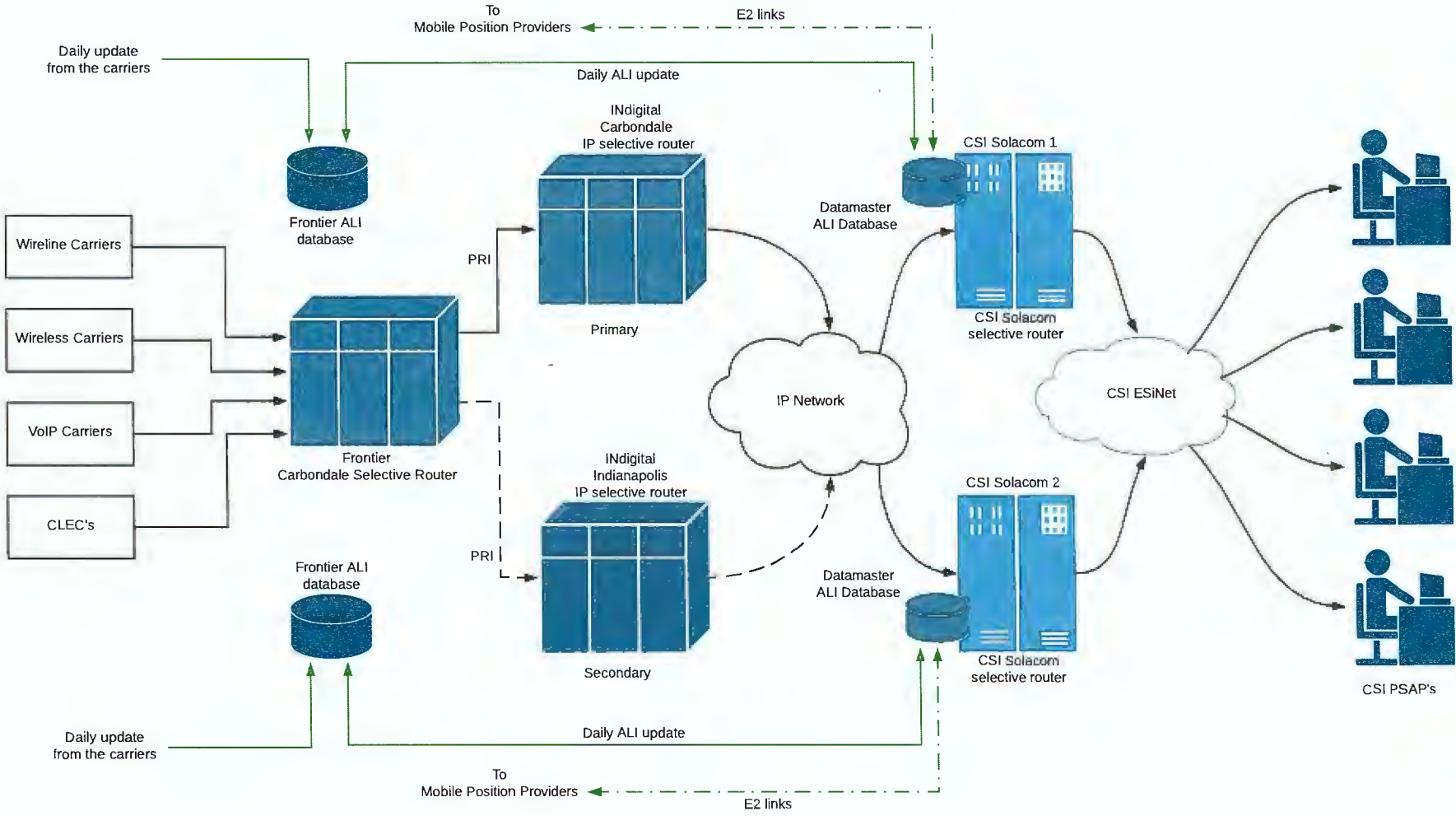


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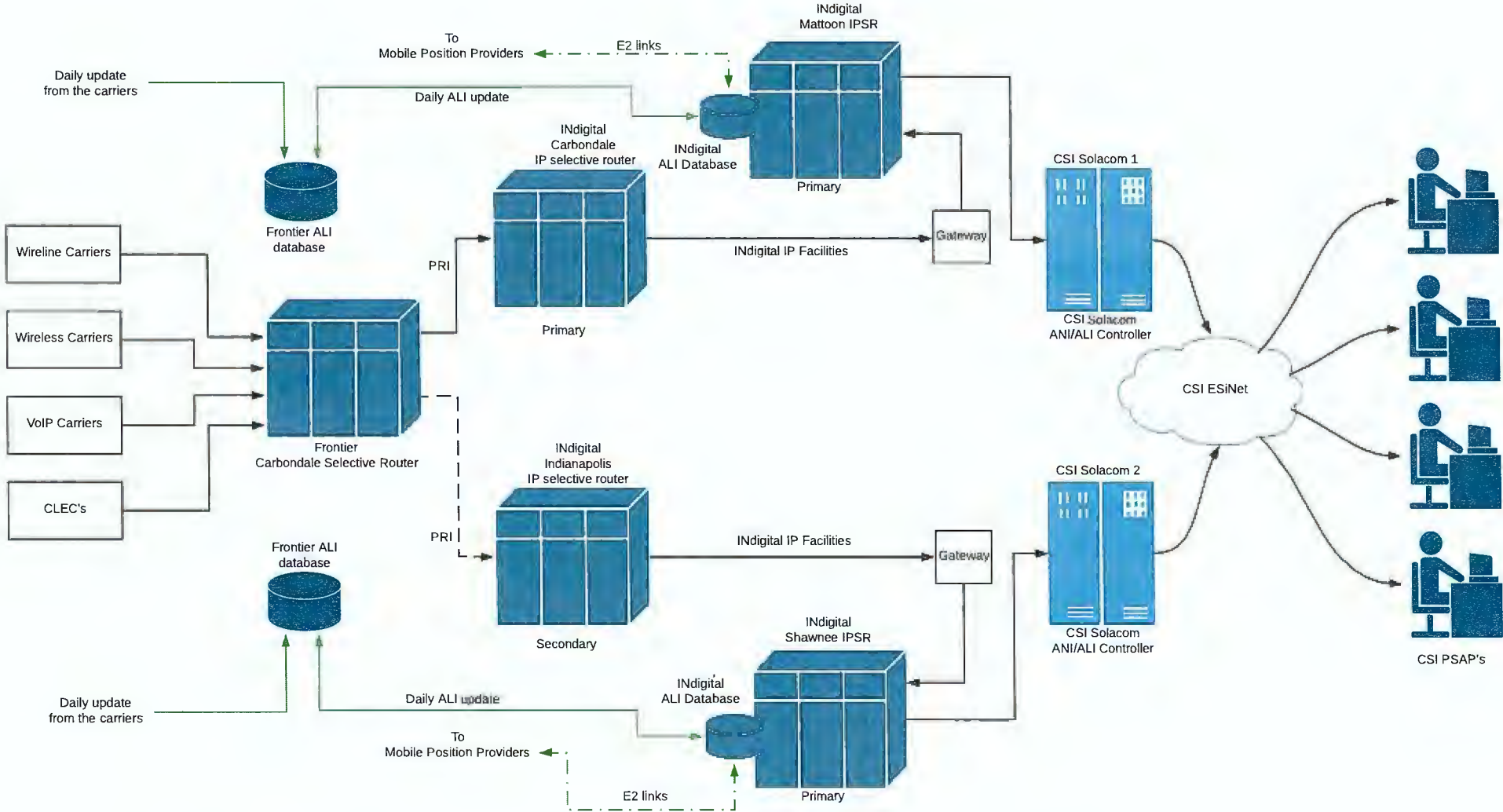
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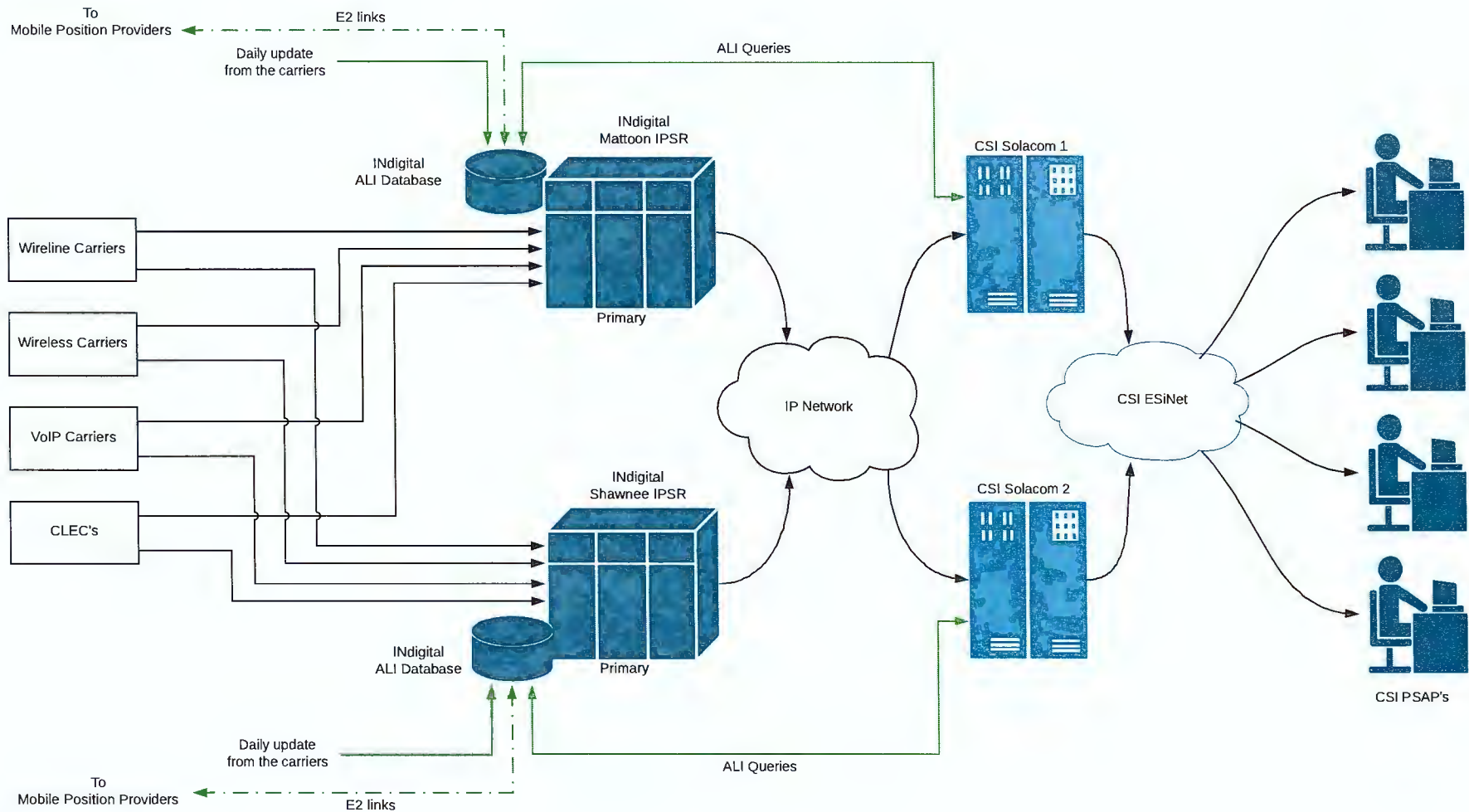
# CSI network Overview - existing



# CSI network overview - Proposed Interim



# CSI network overview - *Proposed Final*



# TEST PLAN DESCRIPTION

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

Phase 1 Test Plan:

1. Place test calls to new call delivery configuration to confirm a new working controller configuration.
2. Place test calls on existing call delivery configuration to confirm a working baseline.
3. Turn up new call delivery configuration.
4. Turn up the new ALI delivery configuration.
5. Move call delivery path to the new network.
6. Place test calls from each PSAP using pre-determined test numbers, to confirm call delivery.
  - a. Test calls from Wirelessk, Wireline, and VoIP subscribers should be completed.
7. ALI delivery:
  - a. Confirm appropriate ALI is received.
  - b. Confirm ALI format for CAD and mapping platforms.

TESTING PLAN CONTINUED BELOW:

2) List wireline exchanges to be tested.

Phase II Test Plan:

1. Place a test call on existing trunks to establish a working baseline.
2. Migrate 9-1-1 traffic to ISUP trunks.
3. Place a test call on new ISUP trunks. Let the dispatcher know that there is no emergency and you are conducting a test call. Ensure that you have reached the correct PSAP, request that the dispatcher confirm the call ANI and ALI information.
4. Carrier Switching engineers will then block the last trunk used to deliver a call. 5. Repeat set 3.
6. Continue to block trunks and make test calls, until all trunks have been tested.
7. Block the final trunk to test alternate final routing.
8. Unblock all trunks and make one final test call to ensure that configurations are in the final and good operating state.

The carrier may have more test calls to make after all of the trunks have been tested. Once all of the trunks have been tested. It is not necessary to repeat the entire procedure for each exchange. One call per exchange will be sufficient after all of the trunks have been tested. Multiple test calls will be made to ensure that all calls are being delivered to the correct PSAP with ANI/ALI.

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

Wireline exchanges to be tested:

763,542,893,985,529,549,457,536,453,319,351,684,687,565,568,867,409

Wireless Carriers: AT&T Wireless, Verizon Wireless, Sprint, T-Mobile

VoIP Carriers: Clearwave, Big River, Level 3, MediaCom, Futiva, Vonage